

**AGENDA**  
**Annual Organizational Meeting and July 2020 Regular Business Meeting**  
**Rocky Point Schools - Board of Education**  
**July 9, 2020**

**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  
Christopher Van Cott, Assistant Superintendent for Business  
Kelly White, District Clerk
- c. Pledge of Allegiance to the Flag

**II. DISTRICT CLERK ADMINISTERS OATH OF OFFICE TO RE-ELECTED BOARD MEMBERS SEAN CALLAHAN AND JESSICA WARD**

**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 2020-2021 fiscal year at the annual expense indicated below:

<b>OFFICERS</b>			
<b>ITEM</b>	<b>POSITION</b>	<b>NAME</b>	<b>ANNUAL EXPENSE</b>
1	District Clerk	Kelly White	\$17,365 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	\$18,900 per year for weekly service
<b>NON-OFFICERS</b>			
	<b>POSITION</b>	<b>NAME</b>	<b>ANNUAL EXPENSE</b>
6	Tax Collector	Virginia Holloway	No additional compensation beyond contractual wages
7	Treasurer—Extra Classroom Activities Accounts	Linda Bilski	\$7,841 per year
8	External Auditors	R.S. Abrams & Co.	\$32,000 per year
9	Internal Auditor	Nawrocki Smith, LLP	\$18,500 per year
10	General/Labor Counsel	Kevin Seaman, Esq.	Yearly retainer fee: \$25,000. Per hour fee of \$200 for litigation services.
11	Bond Counsel	Hawkins Delafield and Wood, LLP	As per contract

12	School Physicians	Rocky Point Medical Care, P.C. (Dr. Gil); Concussion Specialists (at no cost to the district): Jennifer Gray, DO, Anuja Korlipara, MD, Mark Harary, MD, and Hayley Queller, MD, Danielle DeGiorgio, DO, and Brett Silverman, MD, of the St. Charles Hospital ImpACT Program	As per contracts – Rocky Point Medical Care and ThinkSMART ImpACT Program at no cost to district
13	Purchasing Agent	Debra Hoffman	\$29,363 per year
14	Deputy Purchasing Agent	Christopher Van Cott	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	Jonathan Hart (RPHS), James Moeller (RPMS), Scott Bullis (JAE), Jason Westerlund (FJC), Kristen White (District)	No additional compensation beyond contractual wages
21	Title IX Coordinators / Complaint Officers	Susan Wilson, Susann Crossan, Christopher Van Cott, and District General Counsel	No additional compensation beyond contractual wages for employee coordinators; as per contract for General Counsel
22	Americans with Disabilities Act (ADA) Coordinator	Susann Crossan	No additional compensation beyond contractual wages

23	Records Management Officer	Christopher Van Cott	No additional compensation beyond contractual wages
24	Records Access Officer	Christopher Van Cott	No additional compensation beyond contractual wages
25	Records Appeal Officer	Dr. Scott O'Brien	No additional compensation beyond contractual wages
26	Federal Child Nutrition Program Hearing Official	Maureen Branagan	No additional compensation beyond contractual wages
27	Federal Child Nutrition Program Reviewing Official	Maureen Branagan	No additional compensation beyond contractual wages
28	Federal Child Nutrition Program Verification Official	Maureen Branagan	No additional compensation beyond contractual wages
29	Asbestos Officer / AHERA LEA Designee	Paul Martinez	No additional compensation beyond contractual wages
30	Chemical Hygiene Officer	Paul Martinez	No additional compensation beyond contractual wages
31	School Pesticide Officer	Paul Martinez	No additional compensation beyond contractual wages
32	Attendance Officers	Jonathan Hart (RPHS), James Moeller (RPMS), Scott Bullis (JAE), Jason Westerlund (FJC)	No additional compensation beyond contractual wages
33	Dignity Act Coordinators	Jonathan Hart (RPHS); Michael Gabriel (RPHS); Lauren Neckin (RPHS); James Moeller (RPMS); Dawn Meyers (RPMS); Scott Bullis (JAE); Dr. Courtney Herbert (JAE); Jason Westerlund (FJC); Linda Greening (FJC); Susann Crossan (District-wide)	No additional compensation beyond contractual wages
34	Certifier of Payrolls	Dr. Scott O'Brien	No additional compensation beyond contractual wages
35	Chief Privacy Officer	Susan Wilson	No additional compensation beyond contractual wages

36	Data Protection Officer	Susan Wilson	No additional compensation beyond contractual wages
35	Residence Determination Designee	Susan Wilson	No additional compensation beyond contractual wages
36	ESSA-Funded Programs Coordinator	Susan Wilson	No additional compensation beyond contractual wages
37	Migrant Student Data Point of Contact	Susan Wilson	No additional compensation beyond contractual wages
38	Neglected/Delinquent Transition Liaison	Susan Wilson	No additional compensation beyond contractual wages
39	District Emergency Management Coordinator	Charles Delargy	No additional compensation beyond contractual wages
40	Districtwide School Safety Team	As indicated in the BOE-approved Safety Plan	NA

Ayes \_\_\_\_\_

Motion Carried \_\_\_\_\_

Or

Nays \_\_\_\_\_

Motion Defeated \_\_\_\_\_

**V. DESIGNATIONS**

**A. OFFICIAL BANK DEPOSITORY - ALL FUNDS**

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

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

**BE IT RESOLVED**, that the following Banks and/or Trust Companies be and are hereby designated as the official depositories for the district funds during the school year 2020-2021:

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

Ayes \_\_\_\_\_

Motion Carried \_\_\_\_\_

Or

Nays \_\_\_\_\_

Motion Defeated \_\_\_\_\_

**B. REGULAR MONTHLY MEETINGS**

(Ed. Law 1708 (quarterly), 2504)

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

**BE IT RESOLVED**, that the regular business school board meetings for the 2020-2021 school year be held at times and locations to be identified prior to date of each meeting, on the following dates:

- August 24, 2020 Regular Meeting
- September 21, 2020 Regular Meeting
- October 19, 2020 Regular Meeting
- November 16, 2020 Regular Meeting
- December 14, 2020 Regular Meeting
- January 11, 2021 Regular Meeting
- February 8, 2021 Regular Meeting
- March 15, 2021 Regular Meeting
- April 20, 2021 Regular Meeting / BOCES Budget Vote and Elections
- May 4, 2021 Public Hearing (Budget) (Ed. Law 2018 (5))
- May 18, 2021 Regular Meeting & Budget Vote/Election (Ed. Law 2022-a)
- June 14, 2021 Regular Meeting
- July 8, 2021 2021-2022 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 18, 2021) 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 4th day of May 2021, is hereby designated as the District Public Hearing date to review the proposed budget that will be voted upon on May 18, 2021.

Ayes \_\_\_\_\_ Motion Carried \_\_\_\_\_  
 Or  
 Nays \_\_\_\_\_ Motion Defeated \_\_\_\_\_

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

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

**BE IT RESOLVED**, that the official school district newspapers designated for legal notices are *The Village Beacon Record*, *The Long Island Business News* and *Newsday* for the 2020-2021 school year.

Ayes \_\_\_\_\_ Motion Carried \_\_\_\_\_  
Or  
Nays \_\_\_\_\_ Motion Defeated \_\_\_\_\_

**VI. OTHER APPOINTMENTS**

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

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

**BE IT RESOLVED**, that in accordance with Commissioner’s Regulations, Part 200, each Board of Education shall appoint a Committee/Subcommittee on Special Education in accordance with the provisions of the Education Law, Section 4402. The following people and positions are recommended for Board of Education approval for the 2020-2021 school year:

- |                            |  |
|----------------------------|--|
| Chairperson                | Andrea Moscatiello                       |
| Chairperson                | Kristen White                            |
| Chairperson                | Susan Randazzo                           |
| Chairperson                | 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    | Michelle Meyers                          |
| 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 Physicians          | Rocky Point Medical Care, P.C. (Dr. Gil) |

Ayes \_\_\_\_\_ Motion Carried \_\_\_\_\_  
Or  
Nays \_\_\_\_\_ Motion Defeated \_\_\_\_\_

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

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

**BE IT RESOLVED**, that the Rocky Point Board of Education approves the appointment of a generic representative of the Suffolk County Department of Social Services for the Rocky Point Committee on Preschool Special Education which would be at the discretion of Suffolk County for the 2020-2021 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 2020-2021 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 2020-2021 school year:

Chairperson	Andrea Moscatiello
Chairperson	Kristen White
Chairperson	Susan Randazzo
Chairperson	Krista Legge
Alternate Chairperson	Mark Muchnik
Alternate Chairperson	Jennifer Wafer
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	Michelle Meyers
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 Physicians	Rocky Point Medical Care, P.C. (Dr. Gil)

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

**Teacher:** For any meeting held to review or re-evaluate the status of the preschool child, the child’s 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 \_\_\_\_\_ Motion Carried \_\_\_\_\_  
Or  
Nays \_\_\_\_\_ Motion Defeated \_\_\_\_\_

**C. SURROGATE PARENT:**

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

**BE IT RESOLVED**, that in accordance with Commissioner’s Regulations, Part 200, each Board of Education shall appoint a Surrogate Parent in accordance with the provisions of the Education Law, Section 4402. The following person is recommended for Board of Education approval for the 2020-2021 school year to serve as a Surrogate Parent:

Jenny Andersson  
Mary Anne Palmese

Ayes \_\_\_\_\_ Motion Carried \_\_\_\_\_  
Or  
Nays \_\_\_\_\_ Motion Defeated \_\_\_\_\_

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

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

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

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

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

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

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

**D. (3) 2020-2021 COMPENSATION SCHEDULE FOR IMPARTIAL HEARING OFFICERS**

**BE IT FURTHER RESOLVED**, that the Rocky Point Board of Education approves the 2020-2021 Compensation Schedule for Impartial Hearing Officers in accordance with the following:

Pursuant to 8 NYCRR 200.21, compensation for Impartial Hearing Officers for pre-hearing, hearing, and post-hearing activities shall be the maximum rate prescribed in a schedule approved by the director of the Division of the Budget. For the 2020-2021 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 2020-2021 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 2020-2021 school year.

Ayes \_\_\_\_\_ Motion Carried \_\_\_\_\_  
Or  
Nays \_\_\_\_\_ Motion Defeated \_\_\_\_\_

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

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

**BE IT RESOLVED**, that the Administration be authorized to establish petty cash funds for the 2020-2021 school year as follows:

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

Ayes \_\_\_\_\_ Motion Carried \_\_\_\_\_  
Or  
Nays \_\_\_\_\_ Motion Defeated \_\_\_\_\_

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

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

**BE IT RESOLVED**, that Virginia Holloway, School District Treasurer, be authorized to sign checks for the 2020-2021 school year, and that Linda Bilski, Deputy School District Treasurer, and Christopher Van Cott, Assistant Superintendent for Business, and Dr. Scott O’Brien, Superintendent of Schools, be authorized to sign checks for the 2020-2021 school year in the absence of Virginia Holloway; and furthermore that two signatories be required for any check exceeding \$10,000 and that the signatories for such checks be the School District Treasurer and the Superintendent of Schools or the Assistant Superintendent for Business.

Ayes \_\_\_\_\_ Motion Carried \_\_\_\_\_  
Or  
Nays \_\_\_\_\_ Motion Defeated \_\_\_\_\_

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

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

**BE IT RESOLVED**, that, pursuant to Commissioner’s Regulation Section 170.2 and accordance with Board of Education policy number 5330, Dr. Scott O’Brien, Chief School Officer and Christopher Van Cott, Assistant Superintendent for Business be authorized to approve budget transfers during the 2020-2021 school year.

Ayes \_\_\_\_\_ Motion Carried \_\_\_\_\_  
Or  
Nays \_\_\_\_\_ Motion Defeated \_\_\_\_\_

**F. AUTHORIZATION FOR USE OF CHECK SIGNER**

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

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

Ayes \_\_\_\_\_ Motion Carried \_\_\_\_\_  
Or  
Nays \_\_\_\_\_ Motion Defeated \_\_\_\_\_

**G. AUTHORIZATION TO INVEST DISTRICT FUNDS**

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

**BE IT RESOLVED**, that Virginia Holloway, District Treasurer, during the school year 2020-2021, and in her absence, Linda Bilski, Deputy District Treasurer, be authorized to invest district funds in accordance with the applicable state laws - Ed. Law 1723 (a).

Ayes \_\_\_\_\_ Motion Carried \_\_\_\_\_  
Or  
Nays \_\_\_\_\_ Motion Defeated \_\_\_\_\_

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

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

**BE IT RESOLVED**, that upon the recommendation of the Superintendent of Schools, the Board of Education enters into an agreement for Cooperative Educational Services with the Eastern Suffolk BOCES for fiscal year 2020-2021 at an estimated cost of \$8,673,838.80 subject to change based on the actual needs for programs and services during the 2020-2021 school year.

Ayes \_\_\_\_\_ Motion Carried \_\_\_\_\_  
Or  
Nays \_\_\_\_\_ Motion Defeated \_\_\_\_\_

**VIII. OTHER ITEMS**

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

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

**BE IT RESOLVED**, that the Superintendent of Schools, Assistant Superintendent for Business, 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  
Nays \_\_\_\_\_ Motion Defeated \_\_\_\_\_

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

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

**BE IT RESOLVED**, that the Board of Education establishes the mileage rate for reimbursement to school district employees for school business mileage at the prevailing Internal Revenue Service rate per mile during the 2020-2021 school year.

Ayes \_\_\_\_\_ Motion Carried \_\_\_\_\_  
Or  
Nays \_\_\_\_\_ Motion Defeated \_\_\_\_\_

**C. REVIEW AND RE-ADOPTION OF BOARD OF EDUCATION POLICY NUMBERS (first reading)**

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

**BE IT RESOLVED**, that the Board of Education reviews and re-adopts the following policies 3120, 3410, 5220, 5410, 5676, 5681, 6214, 7110, 7240, 7511 (*first reading*):

- 3120 Acceptable Use Policy - Staff/Students/Visitors to the District for District Network, 1:1 Chromebooks, Computers, E-Mail, and the Internet
- 3410 Code of Conduct on School Property
- 5220 District Investments
- 5410 Purchasing
- 5676 Privacy and Security for Student Data and Teacher and Principal Data
- 5681 School Safety Plans
- 6214 Probation and Tenure
- 7110 Rocky Point School District's Comprehensive Attendance Plan
- 7240 Student Records: Access and Challenge
- 7511 Immunization of Students

Ayes \_\_\_\_\_

Motion Carried \_\_\_\_\_

Or

Nays \_\_\_\_\_

Motion Defeated \_\_\_\_\_

**D. ESTABLISH THE SUBSTITUTE RATE OF PAY SCHEDULE**

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

**BE IT RESOLVED**, that the Board of Education establish the following substitute rate of pay schedule for the 2020-2021 fiscal year:

***Non-Instructional Staff:***

Clerical	\$ 14.00 per hour
Custodial	\$ 15.00 per hour
Groundskeeper I	\$ 15.00 per hour
Food Service Worker	\$ 14.00 per hour
School Health Aide	\$ 14.00 per hour
Guard	\$ 18.30 per hour
Teacher Aide/ Hall Monitor/Monitor	\$ 14.00 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	\$14.00 per hour
Teller	\$14.00 per hour

Poll Clerk \$14.00 per hour  
Substitutes for above \$14.00 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 \_\_\_\_\_ Motion Carried \_\_\_\_\_  
Or  
Nays \_\_\_\_\_ Motion Defeated \_\_\_\_\_

**G. OPENING/CLOSING OF DISTRICT BANK ACCOUNTS**

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

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

Ayes \_\_\_\_\_ Motion Carried \_\_\_\_\_  
Or  
Nays \_\_\_\_\_ Motion Defeated \_\_\_\_\_

**H. STUDENT ACTIVITY CONTRACTS**

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

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

Ayes \_\_\_\_\_ Motion Carried \_\_\_\_\_  
Or  
Nays \_\_\_\_\_ Motion Defeated \_\_\_\_\_

**I. AUDIT COMMITTEE CHARTER**

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

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

Ayes \_\_\_\_\_ Motion Carried \_\_\_\_\_  
Or  
Nays \_\_\_\_\_ Motion Defeated \_\_\_\_\_

**J. AUTHORIZATION – SCHOOL BOARD MEMBERSHIP DUES**

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

**BE IT RESOLVED**, that the School Board membership indicated below is hereby  
authorized for the 2020-2021 fiscal year, with associated estimated costs as follows:

Nassau/Suffolk School Boards Association                      \$3,475.00

Ayes \_\_\_\_\_ Motion Carried \_\_\_\_\_  
Or  
Nays \_\_\_\_\_ Motion Defeated \_\_\_\_\_

**K. RESOLUTION IN OPPOSITION TO FIELD TESTING**

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

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

**WHEREAS** the New York State Education Department has selected various schools of the Rocky Point Union Free School District for field testing of standardized assessments during the 2020-2021 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 2020-2021 school year and directs the Superintendent of Schools to take all necessary steps to effectuate this resolution and provide notification of same to the State Education Department.

Ayes \_\_\_\_\_

Motion Carried \_\_\_\_\_

Or

Nays \_\_\_\_\_

Motion Defeated \_\_\_\_\_

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

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

**BE IT RESOLVED**, that upon the recommendation of the Superintendent of Schools, the Board of Education, hereby recertifies Susan Wilson, Kristen White, Susann Crossan, Jonathan Hart, Michael Gabriel, Lauren Neckin, James Moeller, Kristen White, Dawn Meyers, Scott Bullis, Dr. Courtney Herbert, Charles Delargy, Jason Westerlund, Linda Greening, Andrea Moscatiello, Dawn Meyers, Susan Randazzo, Krista Legge, Melinda Brooks, 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. ADOPTION OF 2021-2022 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 2021-2022 Budget Development Calendar as attached.

Ayes \_\_\_\_\_ Motion Carried \_\_\_\_\_  
Or  
Nays \_\_\_\_\_ Motion Defeated \_\_\_\_\_

**N. DONATION A+ REWARDS FROM STOP & SHOP (AHOLD)**

**BE IT RESOLVED**, that upon the recommendation of the Superintendent of Schools, the Board of Education approves and accepts the donation from Stop & Shop and the A+ School Rewards program in the amount of \$1,459.68, as per the attached,

**BE IT RESOLVED**, that the Rocky Point Union Free School District hereby approves upon the recommendation of the Superintendent of Schools, to increase the general fund budget by \$1,459.68 as a result of the donation from Stop & Shop and the A+ School Rewards program.

**BE IT FURTHER RESOLVED**, that the following budget code be adjusted to reflect that increase.

A2110 500 06 0000 (MS) \$1,459.68

Ayes \_\_\_\_\_ Motion Carried \_\_\_\_\_  
Or  
Nays \_\_\_\_\_ Motion Defeated \_\_\_\_\_

**O. EAGLE SCOUT PROJECT DONATION OF CROSS-COUNTRY EQUIPMENT COMPARTMENT STORAGE UNIT**

**BE IT RESOLVED**, that upon the recommendation of the Superintendent of Schools, the Board of Education accepts the donation of a Cross-Country Equipment Compartment Storage Unit from Eagle Scout Nicholas Accetta, per the attached.

Ayes \_\_\_\_\_ Motion Carried \_\_\_\_\_  
Or  
Nays \_\_\_\_\_ Motion Defeated \_\_\_\_\_

**P. ROCKY POINT PTA DONATION FOR GRADUATION FLOWERS (HS)**

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

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

**BE IT FURTHER RESOLVED**, that the following budget codes be adjusted to reflect that increase:

A2020 500 03 0000 (HS)                      \$300.00

Ayes \_\_\_\_\_    Motion Carried \_\_\_\_\_

Or

Nays \_\_\_\_\_    Motion Defeated \_\_\_\_\_

**Q. DONATION OF AIR PURIFIER**

**BE IT RESOLVED**, that upon the recommendation of the Superintendent of Schools, the Board of Education accepts the donation of a Homedics Model; AP-T30 Medium Room Air Purifier from Melinda Brooks, a Rocky Point Schools employee, valued at approximately \$200.

Ayes \_\_\_\_\_    Motion Carried \_\_\_\_\_

Or

Nays \_\_\_\_\_    Motion Defeated \_\_\_\_\_

**R. INTERFUND TRANSFER TO SCHOOL LUNCH FUND/ORDINARY CONTINGENT EXPENSE**

**WHEREAS**, the Board of Education of the Rocky Point Union Free School District has determined the need to provide financial support to the School Lunch Fund due to lost revenues caused by the COVID-19 pandemic closure in the form of an Interfund Transfer from the General Fund.

**NOW, THEREFORE, BE IT RESOLVED**, that the Board of Education hereby declares this action to be an ordinary contingent expense in an amount not to exceed \$400,000 and authorizes the Assistant Superintendent to fund such expense by making the appropriate and necessary transfer(s) between budgetary appropriation codes.

Ayes \_\_\_\_\_    Motion Carried \_\_\_\_\_

Or

Nays \_\_\_\_\_    Motion Defeated \_\_\_\_\_

**S. MEMORANDUM OF AGREEMENT BETWEEN THE BOARD OF EDUCATION AND VIRGINIA GIBBONS**

**BE IT RESOLVED**, that upon the recommendation of the Superintendent of Schools, the Board of Education authorizes the President of the Board of Education to execute a Memorandum of Agreement between the District and Virginia Gibbons in accordance with existing provisions of her Agreement effective July 9, 2020, as per the attached.

Ayes \_\_\_\_\_ Motion Carried \_\_\_\_\_  
Or  
Nays \_\_\_\_\_ Motion Defeated \_\_\_\_\_

**T. MEMORANDUM OF AGREEMENT BETWEEN THE BOARD OF EDUCATION AND LINDA MURPHY**

**BE IT RESOLVED**, that upon the recommendation of the Superintendent of Schools, the Board of Education authorizes the President of the Board of Education to execute a Memorandum of Agreement between the District and Linda Murphy in accordance with existing provisions of her Agreement effective July 9, 2020, as per the attached.

Ayes \_\_\_\_\_ Motion Carried \_\_\_\_\_  
Or  
Nays \_\_\_\_\_ Motion Defeated \_\_\_\_\_

**U. 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.

Ayes \_\_\_\_\_ Motion Carried \_\_\_\_\_  
Or  
Nays \_\_\_\_\_ Motion Defeated \_\_\_\_\_

**V. 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, that the Board of Education authorizes the President of the Board of Education to execute an Agreement between the District and the Rocky Point Teachers' Association for the purpose of allowing a teacher to be scheduled for four consecutive teaching periods.

Ayes \_\_\_\_\_ Motion Carried \_\_\_\_\_  
Or  
Nays \_\_\_\_\_ Motion Defeated \_\_\_\_\_

**W. AGREEMENT BETWEEN THE ROCKY POINT UNION FREE SCHOOL DISTRICT BOARD OF EDUCATION AND THE ROCKY POINT TEACHERS' ASSOCIATION**

**BE IT RESOLVED**, that upon the recommendation of the Superintendent of Schools, that the Board of Education authorizes the President of the Board of Education to execute an Agreement between the District and the Rocky Point Teachers' Association for the purpose of providing compensation to select teachers who attend the AP Institute during summer 2020.

Ayes \_\_\_\_\_

Motion Carried \_\_\_\_\_

Or

Nays \_\_\_\_\_

Motion Defeated \_\_\_\_\_

**X. 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, that the Board of Education authorizes the President of the Board of Education to execute an Agreement between the Board of Education of the Rocky Point Union Free School District and the Rocky Point Teachers' Association for the purpose of department chair persons at the elementary level in science (K-2 and 3-5), math (K-2, 3-5).

Ayes \_\_\_\_\_

Motion Carried \_\_\_\_\_

Or

Nays \_\_\_\_\_

Motion Defeated \_\_\_\_\_

**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, that the Board of Education authorizes the President of the Board of Education to execute an agreement between the Board of Education of the Rocky Point Union Free School District and the Rocky Point Teachers' Association for four (4) building-level special education facilitators (K-2, 3-5, 6-8, 9-12).

Ayes \_\_\_\_\_

Motion Carried \_\_\_\_\_

Or

Nays \_\_\_\_\_

Motion Defeated \_\_\_\_\_

**Z. 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, that the Board of Education authorizes the President of the Board of Education to execute an agreement between the Board of Education of the Rocky Point Union Free School District and the Rocky Point Teachers' Association for the purpose of department chair persons in ENL/LOTE (K-12), Science (6-12), English (6-12), Social Studies (6-12), Math (6-12); one (1) Special Area Chairperson (Library K-12, Art K-12).

Ayes \_\_\_\_\_ Motion Carried \_\_\_\_\_

Or

Nays \_\_\_\_\_ Motion Defeated \_\_\_\_\_

**AA. 2020-2026 ROCKY POINT TEACHERS' ASSOCIATION AGREEMENT RESOLUTION**

**BE IT RESOLVED**, that upon the recommendation of the Superintendent of Schools, that the Board President is authorized to sign the updated 2020-2026 collective bargaining agreement between the District and the Rocky Point Teachers' Association.

Ayes \_\_\_\_\_ Motion Carried \_\_\_\_\_

Or

Nays \_\_\_\_\_ Motion Defeated \_\_\_\_\_

**AB. AGREEMENT WITH NEW YORK SCHOOLS INSURANCE RECIPROCAL (NYSIR)**

**BE IT RESOLVED**, that upon the recommendation of the Superintendent of Schools, the Board of Education President is authorized to sign a new subscriber agreement with the New York Schools Insurance Reciprocal (NYSIR) to provide general liability, property, inland marine, school board legal liability, crime, equipment malfunction and automobile insurance coverages.

Ayes \_\_\_\_\_ Motion Carried \_\_\_\_\_

Or

Nays \_\_\_\_\_ Motion Defeated \_\_\_\_\_

**AC. OPTION TO EXTEND LEASE AGREEMENT WITH THE NORTH SHORE YOUTH COUNCIL**

**BE IT RESOLVED**, that upon the recommendation of the Superintendent of Schools, the District is hereby authorized to extend the terms of the existing lease agreement with the North Shore Youth Council for one additional year. The renewed lease term will commence September 1, 2020 and run through August 31, 2021.

Ayes \_\_\_\_\_ Motion Carried \_\_\_\_\_

Or

Nays \_\_\_\_\_ Motion Defeated \_\_\_\_\_

**AD. SPECIAL EDUCATION 2002-21 CONTRACT - NYSARC, INC. - SUFFOLK (AHRC)**

**BE IT RESOLVED**, that upon the recommendation of the Superintendent of Schools, the Board of Education authorizes the President of the Board of Education to enter into a contract with NYSARC, Inc. - Suffolk (AHRC) for special education instructional services for the 2020-2021 school year as required under applicable Individual Educational Programs, applicable law, and/or District Policy.

Ayes \_\_\_\_\_ Motion Carried \_\_\_\_\_  
Or  
Nays \_\_\_\_\_ Motion Defeated \_\_\_\_\_

**AE. JOSEPH A. EDGAR AND ROCKY POINT MIDDLE SCHOOL 2020-21 PARTICIPATION RATE IMPROVEMENT PLAN**

**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 approve and accept the Joseph A. Edgar and the Rocky Point Middle School 2020-21 Participation Rate Improvement Plan as per the attached.

Ayes \_\_\_\_\_ Motion Carried \_\_\_\_\_  
Or  
Nays \_\_\_\_\_ Motion Defeated \_\_\_\_\_

**AF. PERSONNEL**

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

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

Ayes \_\_\_\_\_ Motion Carried \_\_\_\_\_  
Or  
Nays \_\_\_\_\_ Motion Defeated \_\_\_\_\_

**AG. NEW BUSINESS**

**AH. 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 \_\_\_\_\_**

**AI. ADJOURNMENT**

Moved by \_\_\_\_\_

Seconded by \_\_\_\_\_

Vote \_\_\_\_\_

Time \_\_\_\_\_



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

Telephone: (631) 744-1600

Fax: (631) 849-7558

**Dr. Scott O'Brien**  
*Superintendent of Schools*

**Christopher A. Van Cott**  
*Assistant Superintendent for Business*

April 17, 2020

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 2020-21

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 2020-2021 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 29, 2020.

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

Sincerely,

Christopher A. Van Cott  
 Assistant Superintendent for Business

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 7/1/20-6/30/21.

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

Date 4-20-2020

**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



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90 Rocky Point – Yaphank Road  
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**Dr. Scott O'Brien**  
*Superintendent of Schools*

**Christopher A. Van Cott**  
*Assistant Superintendent for Business*

April 17, 2020

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, 2021

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 2020-2021 school year at the rates, terms and conditions set forth in the above referenced RFP, subject to Board of Education approval.

Please sign your acknowledgement below and return to Debra Hoffinan, Purchasing Agent, at the above address by May 29, 2020.

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

Sincerely,

Christopher A. Van Cott  
Assistant Superintendent for Business

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 7/1/20-6/30/21.

Representative – R.S. Abrams & Co., LLP

Date: 5/21/20

## V. PROFESSIONAL FEES

Our fees are based on the time spent on the engagement and the billing rates of the individuals assigned. We will bill 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 are 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 on 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	<u>\$30,400</u> *
Fiscal year ending June 30, 2018	<u>\$30,400</u>
Fiscal year ending June 30, 2019	<u>\$30,400</u>
Fiscal year ending June 30, 2020	<u>\$31,200</u>
Fiscal year ending June 30, 2021	<u>\$32,000</u>

\* 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:

<u>Title</u>	<u>Regular Hourly Rate</u>	<u>Quoted Hourly Rate</u>
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.

June 23, 2020

To the Board of Education and  
Mr. Christopher Van Cott, Assistant Superintendent of Business  
Rocky Point Union Free School District  
90 Rocky Point-Yaphank Road  
Rocky Point, NY 11778

We are pleased to confirm our understanding of the services we are to provide Rocky Point Union Free School District (the "District") for the fiscal year ended June 30, 2021. We will audit the financial statements of the governmental activities, each major fund, and the fiduciary funds, including the related notes to the financial statements, which collectively comprise the basic financial statements, of the District as of and for the fiscal year ended June 30, 2021. Accounting standards generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the District's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the District's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by U.S. generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

1. Management's Discussion and Analysis
2. Budgetary Comparison Schedules
3. Schedule of the District's Proportionate Share of the Net Pension Liability
4. Schedule of District Contributions
5. Schedule of Changes in the District's Total OPEB Liability and Related Ratios

We have also been engaged to report on supplementary information other than RSI that accompanies the District's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America and we will provide an opinion on it in relation to the financial statements as a whole, in a report combined with our auditor's report on the financial statements, or in a separate written report accompanying our auditor's report on the financial statements:

1. Schedule of Expenditures of Federal Awards
2. Schedule of Change from Adopted Budget to Final Budget – General Fund and Section 1318 of Real Property Tax Law Limit Calculation
3. Schedule of Project Expenditures – Capital Projects Fund
4. Net Investment in Capital Assets

We will also audit the financial statements of the Extraclassroom Activity Funds as of and for the fiscal year ended June 30, 2021.

#### **Audit Objectives**

The objective of our audit is the expression of opinions as to whether your financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. The objective also includes reporting on—

- Internal control related to the financial statements and compliance with provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.
- Internal control related to major programs and an opinion (or disclaimer of opinion) on compliance with laws, regulations, and the provisions of contracts or grant agreements that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and OMB's *Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards* (Uniform Guidance).

The *Government Auditing Standards* report on internal control over financial reporting and on compliance and other matters will include a paragraph that states (1) that the purpose of the report is solely to describe the scope of testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance, and (2) the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The OMB Uniform Guidance report on internal control over compliance will include a paragraph that states that the purpose of the report on internal

control over compliance is solely to describe the scope of testing of internal control over compliance and the results of that testing based on the requirements of OMB Uniform Guidance. Both reports will state that the report is not suitable for any other purpose.

Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America; the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the Single Audit Act Amendments of 1996; and the provisions of OMB Uniform Guidance, and will include tests of accounting records, a determination of major program(s) in accordance with OMB Uniform Guidance, and other procedures we consider necessary to enable us to express such opinions. We will issue written reports upon completion of our Single Audit. Our reports will be addressed to the Board of Education of the Rocky Point Union Free School District. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions or add emphasis-of-matter or other-matter paragraphs. If our opinions on the financial statements or the Single Audit compliance opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or issue reports, or may withdraw from this engagement.

#### **Audit Procedures - General**

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of waste and abuse is subjective, *Government Auditing Standards* do not expect auditors to perform specific procedures to detect waste or abuse in financial audits nor do they expect auditors to provide reasonable assurance of detecting waste or abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, an unavoidable risk exists that some material misstatements or noncompliance may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or major programs. However, we will inform the appropriate level of management of any material errors, any fraudulent financial reporting or misappropriation of assets that comes to our attention. We will also inform the appropriate level of management of any

violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. We will include such matters in the reports required for a Single Audit. Our responsibility as auditors is limited to the period covered by our audit and does not extend to later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about your responsibilities for the financial statements; schedule of expenditures of federal awards; federal award programs; compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by generally accepted auditing standards.

#### **Audit Procedures - Internal Controls**

Our audit will include obtaining an understanding of the District and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

As required by OMB Uniform Guidance, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to OMB Uniform Guidance.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards, *Government Auditing Standards*, and OMB Uniform Guidance.

#### **Audit Procedures—Compliance**

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the District's compliance with provisions of

applicable laws, regulations, contracts, and agreements, including grant agreements. However, the objective of those procedures will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

OMB Uniform Guidance requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with applicable laws and regulations and the provisions of contracts and grant agreements applicable to major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the *OMB Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of the District's major programs. For Federal programs that are included in the *Compliance Supplement*, our compliance and internal control procedures will relate to the compliance requirements that the *Compliance Supplement* identifies as being subject to audit. The purpose of these procedures will be to express an opinion on the District's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to OMB Uniform Guidance.

#### **Other Services**

We will also assist in preparing the financial statements and related notes of Rocky Point Union Free School District, and we will prepare the schedule of expenditures of federal awards and related notes of Rocky Point Union Free School District and the auditee section of the Data Collection Form in conformity with U.S. generally accepted accounting principles and the Uniform Guidance based on information provided by you. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. We will perform the services in accordance with applicable professional standards. The other services are limited to assistance with preparation of the financial statements and related notes, and preparation of the schedule of expenditures of federal awards, related notes, and the auditee section of the Data Collection Form. We, in our sole professional judgement, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

#### **Management Responsibilities**

Management is responsible for (1) designing, implementing, establishing and maintaining effective internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including internal controls over federal awards, and for evaluating and monitoring ongoing activities to help ensure that appropriate goals and objectives are met; (2) following laws and regulations; (3) ensuring that there is reasonable assurance that government programs are administered in compliance with compliance requirements; and (4) ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles; for the preparation and fair presentation of the financial statements,

schedule of expenditures of federal awards, and all accompanying information in conformity with U.S. generally accepted accounting principles; and for compliance with applicable laws and regulations (including federal statutes) and the provisions of contracts and grant agreements (including award agreements). Your responsibilities also include identifying significant contractor relationships in which the contractor has responsibility for program compliance and for the accuracy and completeness of that information.

Management is also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, including identification of all related parties and all related-party relationships and transactions (2) additional information that we may request for the purpose of the audit, and (3) unrestricted access to persons within the District from whom we determine it necessary to obtain audit evidence.

Your responsibilities also include identifying significant vendor relationships in which the vendor has responsibility for program compliance and for the accuracy and completeness of that information. Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements of each opinion unit as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the entity complies with applicable laws, regulations, contracts, agreements, and grants. Management is also responsible for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts and grant agreements that we report. Additionally, as required by OMB Uniform Guidance, it is management's responsibility to follow up and take corrective action on reported audit findings and to prepare a summary schedule of prior audit findings and a corrective action plan. The summary schedule of prior audit findings should be available for our review on the first day of fieldwork.

You are responsible for identifying all federal awards received and understanding and complying with the compliance requirements and for the preparation of the schedule of expenditures of federal awards (including notes and noncash assistance received) in conformity with OMB Uniform Guidance. You agree to include our report on the schedule of expenditures of federal awards in any document that contains and indicates that we have reported on the schedule of expenditures of federal awards. You also agree to include the audited financial statements with any presentation of the schedule of expenditures of federal

awards that includes our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the schedule of expenditures of federal awards in accordance with OMB Uniform Guidance; (2) you believe the schedule of expenditures of federal awards, including its form and content, is fairly presented in accordance with OMB Uniform Guidance; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the schedule of expenditures of federal awards.

You are also responsible for the preparation of the other supplementary information, which we have been engaged to report on, in conformity with U.S. generally accepted accounting principles. You agree to include our report on the supplementary information in any document that contains and indicates that we have reported on the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) that the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumption or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits or other studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

You agree to assume all management responsibilities relating to the financial statements, schedule of expenditures of federal awards, related notes and the auditee section of the Data Collection Form and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with the preparation of the financial statements and related notes, and preparation of the schedule of expenditures of federal awards and related notes, and the auditee section of the Data Collection Form and that you have reviewed and approved the financial statements, schedule of expenditures of federal awards, related notes and auditee section of the Data Collection Form prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

### **Engagement Administration, Fees, and Other**

We understand that your employees will prepare all cash, accounts receivable, or other confirmations we request and will locate any documents selected by us for testing.

At the conclusion of the engagement, we will complete the appropriate sections of the Data Collection Form that summarizes our audit findings. It is management's responsibility to electronically submit the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditor's reports, and corrective action plan) along with the Data Collection Form to the federal audit clearinghouse. We will coordinate with you the electronic submission and certification. If applicable, we will provide copies of our report for you to include with the reporting package you will submit to pass-through entities. The Data Collection Form and the reporting package must be submitted within the earlier of 30 days after receipt of the auditor's reports or nine months after the end of the audit period, unless a longer period is agreed to in advance by the cognizant or oversight agency for audits.

We will provide copies of our reports to the District; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of R.S. Abrams & Co., LLP and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to the New York State Education Department or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of R.S. Abrams & Co., LLP personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of seven years after the report release or for any additional period requested by the New York State Education Department or other oversight agencies. If we are aware that a federal awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

We expect to begin our audit in May 2021 and to issue our reports no later than October 15, 2021. Marianne E. Van Duyne, CPA is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them. Our fee for these services will be based on the actual time spent at our standard, hourly rates. Our standard, hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. Our invoices for

these fees will be rendered as work progresses. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been complete upon written notification of termination, even if we have not completed our report(s). You will be obligated to compensate us for all time expended through the date of termination.

Based on our preliminary estimates, the audit fee for the fiscal year ending June 30, 2021 will not exceed \$32,000. This estimate is 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 keep you informed of any problems we encounter and our fees will be adjusted accordingly.

You have requested that we provide you with a copy of our most recent external peer review report. Accordingly, our 2017 peer review report accompanies this letter. This report reflects a peer review rating of pass, which is the highest rating for a peer review.

We appreciate the opportunity to be of service to the Rocky Point Union Free School District and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy, and return it to us.

Very truly yours,

*R.S. Abrams & Co., LLP*

R.S. Abrams & Co., LLP

By: *Maura G. McDermott CPA*

Title: Managing Partner

Date: June 23, 2020

**R.S. Abrams & Co., LLP:**

This letter correctly sets forth the understanding of Rocky Point Union Free School District.

Board of Education President: \_\_\_\_\_

Date: \_\_\_\_\_

Assistant Superintendent of Business: *[Signature]*

Date: 6/23/2020



## Report on the Firm's System of Quality Control

To the Partners of R.S. Abrams & Co., LLP  
and the Peer Review Committee of the  
New York State Society of Certified Public Accountants

We have reviewed the system of quality control for the accounting and auditing practice of R.S. Abrams & Co., LLP (the firm) in effect for the year ended March 31, 2017. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (Standards).

A summary of the nature, objectives, scope, limitations of, and the procedures performed in a System Review as described in the Standards may be found at [www.aicpa.org/prsummary](http://www.aicpa.org/prsummary). The summary also includes an explanation of how engagements identified as not performed or reported in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

### Firm's Responsibility

The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. The firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported in conformity with professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

### Peer Reviewer's Responsibility

Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on our review.

### Required Selections and Considerations

Engagements selected for review included engagements performed under *Government Auditing Standards*, including compliance audits under the Single Audit Act and an audit of employee benefit plans.

As part of our peer review, we considered reviews by regulatory entities as communicated by the firm, if applicable, in determining the nature and extent of our procedures.

### Opinion

In our opinion, the system of quality control for the accounting and auditing practice of R.S. Abrams & Co., LLP in effect for the year ended March 31, 2017 has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)* or *fail*. R.S. Abrams & Co., LLP has received a peer review rating of *pass*.

*Flaherty Salmin LLP*

Rochester, New York  
July 21, 2017



ROCKY POINT UNION FREE SCHOOL DISTRICT  
OFFICE OF THE SUPERINTENDENT

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

Telephone: (631) 744-1600

Fax: (631) 849-7558

**Dr. Scott O'Brien**  
*Superintendent of Schools*

**Christopher A. Van Cott**  
*Assistant Superintendent for Business*

May 20, 2020

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

Re: RFP #R21-01 Internal Auditing Services

Dear Ms. Agunzo:

At their meeting of May 19, 2020, the Board of Education appointed Nawrocki Smith LLP as a provider of internal auditing services for the Rocky Point Union Free School District for the period July 1, 2020 through June 30, 2021.

Congratulations and we look forward to working with you again.

Sincerely,

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

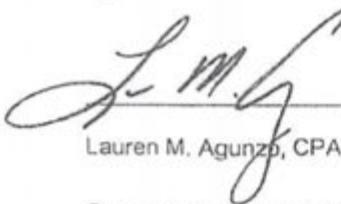
Christopher A. Van Cott  
Assistant Superintendent for Business

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

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

Name of Firm: Nawrocki Smith LLP

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



Lauren M. Agunzo, CPA

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

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

**B. Schedule of Professional Fees and Expenses**

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

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



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

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

	Partner	Supervisor	Staff	Total
Hourly Rates	\$200	\$125	\$100	

**Risk Assessment**

Perform risk assessment of District operations.

Estimated Hours	16	36	24	80
\$ Amount	\$3,200	\$4,500	\$2,400	\$10,100

**Internal Audit of One Cycle**

Document procedures by way of narrative write-ups.

Identify and test key controls within operational area.

Prepare reports and provide detailed recommendations to promote effective systems of internal controls.

Estimated Hours	14	32	16	62
\$ Amount	\$2,800	\$4,000	\$1,600	\$8,400

<b>Total Estimated Hours</b>	<b>30</b>	<b>72</b>	<b>40</b>	<b>142</b>
<b>Total Estimated Fees</b>	<b>\$6,000</b>	<b>8,500</b>	<b>4,000</b>	<b>\$18,500</b>

**C. Out of pocket expenses.**

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

**D. Rates for additional professional services.**

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



Michael E. Nawrocki  
Ernest Patrick Smith



NawrockiSmith

CERTIFIED PUBLIC ACCOUNTANTS (CPA) BUSINESS CONSULTANTS

Lauren M. Agunzo  
John K. Hoffman  
Darin V. Iacobelli  
David M. Tellier

May 27, 2020

**VIA FIRST CLASS MAIL**

Board of Education  
Rocky Point Union Free School District  
170 Route 25A  
Rocky Point, NY 11778

Dear Board of Education:

We are pleased to confirm our understanding of the terms and conditions of our engagement and the nature and limitations of the services we will provide to the Rocky Point Union Free School District (the "District") for the fiscal year ended June 30, 2021.

We will perform a risk assessment of the District's business operations for the year ending June 30, 2021. Our risk assessment will be in accordance with auditing standards established by the American Institute of Certified Public Accountants and applicable Governmental Auditing Standards issued by the Comptroller General of the United States. Our risk assessment will be performed in accordance with the Agreed-Upon Procedures outlined in the supplement to this letter. The Administration of the District is ultimately responsible for the sufficiency of the procedures to be performed. We will also be performing an internal audit of one cycle as determined by the risk assessment and agreed upon with the District.

Our engagement will not include a detailed examination of all transactions and cannot be relied on to disclose errors, irregularities, or illegal acts, including fraud or defalcations that may exist. However, we will inform you of any such matters that come to our attention.

We direct your attention to the fact that the Administration has the responsibility for the proper recording of the transactions in the accounting records and for preparation of financial statements in conformity with U.S. generally accepted accounting principles.

Our annual fees for these services will be \$18,500 which will be billed monthly at the 1/12th rate of \$1,541.66 per month. Our hourly rates for this engagement will be as follows: Partner \$175, Manager \$150, and Senior \$125. The annual fee for this engagement is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the engagement. If additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs. Our invoices for these fees will be rendered on a monthly basis and are payable on presentation.

**NAWROCKI SMITH LLP**

**Page two**

Nawrocki Smith, LLP agrees that all information obtained in connection with the services provided for in this Letter of Engagement is deemed confidential information. Nawrocki Smith, its employees, and agents shall not use, publish, discuss or communicate the contents of such information, directly or indirectly, with third parties, except as required under the terms of engagement or as otherwise required by law.

The District reserves the right to terminate this Agreement for any reason whatsoever upon thirty (30) days prior written notice. In the event of such termination, Nawrocki Smith will undertake no additional services for the District, and the District will remain liable for payment of all amounts due for the period through the effective date of such termination.

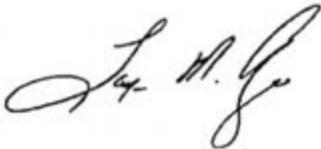
Nawrocki Smith shall provide Worker's Compensation, automobile, comprehensive general liability and professional liability (Errors and Omission) insurance. As necessary or requested, Nawrocki Smith shall provide the School District with proof of the required insurance coverage. Nawrocki Smith shall deliver insurance policies and certificates to the School District, which will provide at least a 30-day notice of cancellation or amendment. Nawrocki Smith shall maintain professional liability insurance in an amount no less than \$1,000,000, workers compensation in amounts required by law and general liability insurance (Including owned, non-owned and hired motor vehicles) in a single limit amount of no less than \$1,000,000.

Nawrocki Smith will act at all times as an independent contractor hereunder, and nothing contained herein will be construed to create a partnership or joint venture or a relationship of principal and agent or employer and employee between the School District and Nawrocki Smith.

We will be pleased to discuss this letter with you at any time. If the foregoing is in accordance with your understanding, please sign the enclosed copy and return it to us.

We appreciate the opportunity to be of professional service.

Very truly yours,  
**NAWROCKI SMITH LLP**



By: Lauren M. Agunzo, CPA/CFP

**RESPONSE:**

This letter correctly sets forth the understanding of the School District.

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**NAWROCKI SMITH LLP**  
**Page three**

**SUPPLEMENT TO ENGAGEMENT LETTER**  
**AGREED-UPON PROCEDURES**

**Risk Assessment:**

1. Develop an understanding of the critical business processes of the District within each functional area
2. Identify and quantify risks based on the understanding of the business processes and stated business rules
3. Identify whether the controls that are currently in place address such risks and ascertain if they are operating effectively
4. Recommend improvements in internal controls



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

Telephone: (631) 744-1600

Fax: (631) 849-7558

**Dr. Scott O'Brien**  
*Superintendent of Schools*

**Christopher A. Van Cott**  
*Assistant Superintendent for Business*

April 17, 2020

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

Re: RFP #R15-02 Legal Services Agreement-Extension for 2020-2021

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, 2020. It is the District's intent to offer an extension of said contract for the 2020-2021 school year at the same terms and conditions, and 2019-20 amended rates subject to Board of Education approval.

Please sign your acknowledgement below and return to Debra Hoffman, Purchasing Agent, at the above address by May 29, 2020.

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

Sincerely,

Christopher A. Van Cott  
Assistant Superintendent for Business

AGREEMENT

Kevin A. Seaman, Esq. agrees to extend the current Legal Services agreement, under the same terms and conditions as per RFP #R15-02, with 2019-20 amended rates, for the period 7/1/20-6/30/21.

Kevin A. Seaman, Esq.

Date

4/20/20

Kevin A. Se

COST SUMMARY SHEET  
Attachment B

RFP #R15-02 Legal Services

Retainer Base Fee (annual) as described	\$ 25,000 per y
Hourly Rate for Litigation in all areas of general counseling	\$ 195 per h
Hourly Rate for service not covered in the Base Retainer Fee or any other contract fee:	
Partners and Senior Counsel	<del>\$ 195</del> <sup>\$ 1200</sup> per h
Associates	\$ per h
Paralegals/Law Graduates	\$ per h

Please indicate any minimum billing time per service (minutes per call, hours per visit, etc.)

no min. billing time

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.

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 identified at an hourly rate. Litigation to include: Commissioner

KCU

of Ed appeals; grievances; arbitrations; special ed. proceedings; Division of Human Resources proceedings.

ADDENDUM #1 KA Seaman

5/27/19  
10/2/19

Print Name and Signature

Date

Firm Name: KA Seaman

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 Hoffma at (631) 849-7563.



PHONE: 212-820-9300  
FAX: 212-820-9668

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

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

(212) 820 9406

June 8, 2020

Rocky Point Union Free School District, New York  
**Bond Counsel Letter of Engagement for 2020-2021**

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

Dear Chris:

**BOND COUNSEL LETTER OF ENGAGEMENT FOR 2020-2021**

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, 2020 and ends June 30, 2021, 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 **2020-2021** fiscal year, we will supplement this letter.

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

- (1) Participation in conferences and telephone discussions with representatives of the School District regarding the School District's cash flow financing requirements;
- (2) Drafting of authorizing documents for the Board relating to the financing, including the tax anticipation note resolution, and proceedings with respect to the sale of the School District's tax anticipation notes;
- (3) Providing advice and consultation with respect to compliance with applicable provisions of the Internal Revenue Code of 1986, as amended, including all federal arbitrage regulations;
- (4) Participation with the School District and its financial advisors in scheduling and structuring each note financing;
- (5) Assistance in drafting and review of agreements, forms and underlying documentation relating to the financing;

- (6) Assistance in the preparation and review of the official statement, if any, used in the public offering of School District's notes;
- (7) Assistance, upon request, in the negotiation of contracts and other matters related to the note offering and rendering of additional opinions as to specific matters;
- (8) Administrative coordination of meetings, and sale and closing arrangements;
- (9) Consultation with the School District, its accountants and attorneys, credit rating agencies, municipal bond insurers and others in regard to the financing;
- (10) Attending to all necessary Internal Revenue Service issue-reporting requirements, as required pursuant to the Internal Revenue Code of 1986, as amended;
- (11) Preparation, drafting and review of closing papers including:
  - (a) Certificate of Determination of the President of the Board of Education,
  - (b) Closing Certificates,
  - (c) School Attorney's Certificate,
  - (d) Tax Certificate, and
  - (e) Certificate with Respect to the Official Statement;
- (12) Preparation of the form of the note for each note sale;
- (13) Preparation of the draft opinion for each note sale, and the furnishing of same to the credit rating agencies, as requested;
- (14) Preparation of all continuing disclosure agreements, as required under applicable federal securities laws and/or regulations;
- (15) Delivery of securities to The Depository Trust Company in New Jersey to be held in escrow until the closing;
- (16) Rendering of our final approving legal opinion with respect to each financing;
- (17) Administrative coordination of note closings with the School District, financial advisor, underwriter and the Depository Trust Company;
- (18) Continuous and unlimited communication with the School District throughout the course of each financial transaction; and
- (19) Availability at all times of our skilled and caring team of professionals to assist with any questions or concerns relating directly or indirectly to the transaction.

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

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

\* \* \* \*

FEES. We propose the following schedule of fees to pertain to: (i) the issuance of the School District's tax anticipation notes for the 2020-2021 fiscal year, and (ii) other matters as described.

**(i) Tax Anticipation Notes**

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

<u>ISSUE AMOUNT IN DOLLARS</u>	<u>FEE</u>
Issues of \$ 4 million	\$ 5,550
Issues of \$ 5 million	\$ 6,000
Issues of \$ 6 million	\$ 6,500
Issues of \$ 7 million	\$ 6,850
Issues of \$ 8 million	\$ 7,200

*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 \$6,250, calculated by adding \$6,000 (the fee for a \$5 million note issue) and \$250 (being 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 except for the costs relating to the preparation of book-entry securities. We charge \$225 for the initial book-entry instrument for each tax anticipation note issue, and \$25 for each additional instrument. Such charge includes our costs of security preparation, as well as our services in delivering such securities to The Depository Trust Company in escrow pending a closing. We charge \$100 for each note instrument delivered to a bank in other than book-entry format.

**(ii) 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 2020-2021 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 2020-2021 fiscal year, as well as each successive fiscal year thereafter unless and until such fees are modified by mutual consent.

\* \* \* \*

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

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

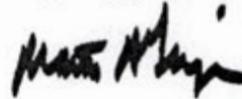
This agreement is terminable at will on thirty (30) days' notice and the School District's responsibility at termination would be to pay only those fees and expenses incurred up to the date of termination.

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

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

With best wishes, I am

Very truly yours,



Martin A. Geiger

MAG: s

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

**By: President of the Board of Education**

\_\_\_\_\_  
(printed name)

\_\_\_\_\_  
(signature)

Date: \_\_\_\_\_



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

Telephone: (631) 744-1600

Fax: (631) 849-7558

**Dr. Scott O'Brien**  
*Superintendent of Schools*

**Christopher A. Van Cott**  
*Assistant Superintendent for Business*

May 20, 2020

**MAILED**  
5/20/2020

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

Re: RFP #R21-02 Physician Services

Dear Dr. Gil:

At their meeting of May 19, 2020, the Board of Education appointed Rocky Point Medical Care, PC as a provider of physician services for the Rocky Point Union Free School District for the period July 1, 2020 through June 30, 2021.

Congratulations and we look forward to working with you again.

Sincerely,

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

Christopher A. Van Cott  
Assistant Superintendent for Business

PART 2 - COST

A. Scope of Service

1. Mandated Physical examinations for pupils

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

2. Sports Physicals

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

3. Chart Reviews \$3.00

4. Special Education Physicals

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

5. Employee Physicals

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

\*Cost of PPD has increased

6. Physician Consult Services

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

7. Physicals of students with concussions @ RPMC

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

8. Annual Administrative fee for 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



## St. Charles Hospital

Catholic Health Services

At the heart of health

# Think**SMART!**

## Concussion Management Program

The Medical Team

(All of the physicians listed are ImPact Trained)

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

### Physicians are available in the following locations:

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

**East Setauket:** 6 Technology Drive

**Patchogue:** 475 East Main Street, Suite 115

**West Babylon:** 60 Fleets Point Drive

**Riverhead:** 74 Commerce Avenue, Suite 4

**Commack:** 66 Commack Road

**Wading River:** 6144 Route 25A, Suite C

**Melville:** 1895 Walt Whitman Road

#### **Hayley Queller, MD**

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

#### **Jennifer Gray, DO**

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

**Anuja Korlipara, MD**

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

**Mark Harary, MD**

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

**Danielle DeGiorgio, DO**

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

**Brett Silverman, MD**

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

Community Relations

**SUBJECT: ACCEPTABLE USE POLICY - STAFF/STUDENTS/VISITORS TO THE DISTRICT FOR DISTRICT NETWORK, 1:1 CHROMEBOOKS, COMPUTERS, E-MAIL, AND THE INTERNET**

**Introduction**

New technologies are changing the ways that information may be accessed, communicated, and transferred. These technological shifts also offer the opportunity to enhance instruction and student learning. The Board of Education will provide access to various computerized information resources through the District's computer system ("DCS" hereafter) consisting of software, hardware, computer networks and electronic communications systems. This may include access to electronic mail, so called "on-line services" and the "Internet." It may include the opportunity to have independent access to the DCS from their home or other remote locations. All use of the DCS, including independent use off school premises, shall be subject to this policy and accompanying regulations. Further, all such use must be in support of education and/or research and consistent with the goals and purposes of the School District. District staff, students, and visitors are authorized to use the District's on-line services in accordance with the user obligations and responsibilities specified below.

**Purpose**

The purpose of this policy is to define guidelines for student, staff, and visitors for the use of District networked computer equipment, including those that provide access to the Internet.

**1:1 Student and Staff Chromebook Program**

**The focus of the one-to-one (1:1) Chromebook program at the Rocky Point UFSD is to prepare students for their future, a world of digital technology and information. The 21st Century Skills in Education requires that technology be integrated throughout the curriculum. By increasing student access to technology, it allows each to learn at their full potential and prepare them for the real world of college and the workplace. Technology encourages problem solving and critical thinking skills, yet does not diminish the teacher from facilitating learning. The Rocky Point UFSD, following the Children's Internet Protection Act (CIPA) requirements and the Children's Online Privacy & Protection Act (COPPA) -- governs the collection, use, and disclosure of personal information collected from children under age 13, has safety policies and technology protection in place to filter and monitor the online activities of minors/students. Your child will be issued a Chromebook once an agreement has been signed and returned. Upon receipt of a Chromebook, the agreement between the Rocky Point UFSD, the student, and his/her parent or legal guardian is in effect. The student and parent(s), in consideration of being provided with a Chromebook and related materials for use while a student at Rocky Point UFSD, agree to the following:**

**The District has the sole right of possession of the Chromebook and any related equipment and gives the student and staff permission to use the device and accessories according to the guidelines stated in this document. The District administrative staff retains the right to collect and/or inspect the device at any time, including by remote access, and to add, delete or change installed extensions, apps, software and hardware. The District administration may deny, revoke, suspend, or limit a network account at any time without prior notification.**

**The District will retain records of serial numbers of the Chromebooks and to whom they are assigned. The District will stock a limited number of Chromebooks that may be loaned out if the assigned device becomes inoperable; however, the District cannot guarantee a loaner may be available at all times. Report all Chromebook problems immediately following the procedures set forth by building administration. Students may not keep a broken Chromebook or avoid**

(Continued)

Community Relations

**SUBJECT: ACCEPTABLE USE POLICY - STAFF/STUDENTS/VISITORS TO THE DISTRICT FOR DISTRICT NETWORK, 1:1 CHROMEBOOKS, COMPUTERS, E-MAIL, AND THE INTERNET (Cont'd.)**

using a Chromebook due to loss or damage. If a student forgets to bring the device or power adapter to school, a substitute may be provided if one is available. Students are solely responsible for bringing the fully charged Chromebook to school each day. Students are solely responsible for any data stored on the Chromebook. Lost work due to mechanical failure or accidental deletion is not an acceptable excuse for not submitting work. Additional files such as music files, video files, and applications not related to schoolwork may be deleted without notification upon discovery and may result in a violation of the Internet Acceptable Use Policy and applies to students and staff.

Chromebooks are not to be used for personal profit or nonprofit purposes such as advertising, rentals, selling or buying, soliciting for charity, or other similar uses. Use of Chromebooks at home will be under the same filtering and security policies that they are in school. Inappropriate web use will be reported automatically in a daily report to school administration.

Chromebooks will be treated in the same manner as other school-owned educational tools. Therefore, all District policies, rules, handbooks, contracts, directives, including disciplinary measures apply to the Chromebook use. No additional permanent markings of any kind (stickers, engraving, permanent ink pen, tape, etc.) shall be placed on the Chromebook. While the devices are issued to students, they are still district-owned property. Additional permanent markings on the device will be considered vandalism.

The District cannot guarantee that content stored on Chromebooks or Google's server will be private. The District respects the rights of its employees and students; however, the District is also responsible for servicing and protecting its property. The District reserves the right to monitor using a variety of methods or access school Google accounts and Chromebooks if it suspects or is advised of possible breaches of security, harassment, or other violations of school policy, rules, regulations, or law, or if there is evidence of data or other intellectual property that belongs to another person.

Students and staff are solely responsible for reasonable care and use to ensure the Chromebook is not damaged. Treat this Chromebook with as much care as if it were your own. Instructions for care can be found on the District's website. If damage is caused by student negligence, as determined by the administration, the student and parent or guardian will be billed a fee on a case by case basis. Examples of gross negligence include, but are not limited to: leaving the computer unattended and unlocked resulting in loss or damage, lending equipment to others other than one's parent/guardian, using the computer in an unsafe environment, or using the computer in an unsafe manner. All repairs and service must be processed through the District. Do not attempt to repair the Chromebook on your own or to contact the equipment manufacturer.

Students and staff are responsible for the ethical and educational use of technology resources on District devices. Access to these resources is a privilege, not a right. Each employee, student, and visitor to the District will be required to follow the Acceptable Use Policy. Transmission of any material that is in violation of any federal or state law is prohibited. This includes, but is not limited to the following: student and staff confidential information, copyrighted material, threatening or obscene material, cyber bullying, and computer viruses.

(Continued)

## Community Relations

**SUBJECT: ACCEPTABLE USE POLICY - STAFF/STUDENTS/VISITORS TO THE DISTRICT FOR DISTRICT NETWORK, 1:1 CHROMEBOOKS, COMPUTERS, E-MAIL, AND THE INTERNET (Cont'd.)**

**Inappropriate media may not be used as a screensaver or background. Presence of guns, weapons, pornographic materials, inappropriate language, alcohol, drugs, gang related symbols or pictures may result in disciplinary action.**

**For students, sound must be muted at all times unless the teacher gives permission for instructional purposes. Headphones may be used at the discretion of the teacher and are not provided by the District.**

**Only school-approved applications/extensions are to be loaded on the Chromebook. Students and employees must not intentionally interfere with the functioning of a Chromebook.**

**The use of any Internet-based file-sharing tools other than Google Apps for Education is prohibited. File sharing programs such as, but not limited to, Bit Torrent, LimeWire, Kazaa, Acquisition and others may not be used to facilitate illegal sharing of copyrighted material (music, video, and images). The use of virtual private networks (VPN) is prohibited.**

**Student Internet Access**

The use of computer technology may be revoked or be the subject of student discipline, or employee reprimand/termination, if abused. Users will follow a sequential, structured approach to gaining skills, which will allow them to become independent, responsible users of the Internet. This approach addresses Internet use from an age and topic appropriate standpoint.

- a) In elementary schools (K through 2), teachers will actively supervise student's use of the **Chromebooks**, computers, peripherals and/or Internet access. Students will access Internet resources, which the teacher has previously explored and selected. Teachers will make every effort to ensure that students are directed to sites with only age-and topic-appropriate material and resources.
- b) In upper elementary school (3 through 5), teachers will supervise and model appropriate use of **Chromebooks**, computers, peripherals, and the Internet. Students will continue to have Internet access under direct teacher supervision; however, students will also experience guided practice leading towards gaining skills to become an independent, responsible user of the Internet. Teachers will model skills needed to search for information within an area of study, to filter information for credibility and worth, and to recognize areas of inappropriate information sources or access. Teachers will explore an Internet site before directing students to that site. Teachers will make every effort to ensure that students are directed only to sites with age-and topic-appropriate material and resources.
- c) In middle school and high school (6 through 12), teachers will provide guided practice and model appropriate use of **Chromebooks**, computers, peripherals, other electronic technology, and the Internet. Teachers will supervise student initiated information search activities and provide support for students as they begin to assume responsibility for becoming independent users of the Internet. Teachers will make every effort to ensure that students explore only sites with age-and topic-appropriate material and resources.

(Continued)

## Community Relations

**SUBJECT: ACCEPTABLE USE POLICY - STAFF/STUDENTS/VISITORS TO THE DISTRICT FOR DISTRICT NETWORK, 1:1 CHROMEBOOKS, COMPUTERS, E-MAIL, AND THE ~~INTERNET~~ (INTERNET (Cont'd.)**

**Electronic Mail**

**Students in grades K-8 and visitors to the District** will not be issued individual electronic mail accounts. **Students in grades 9-12 will be issued Google Apps for Education individual electronic mail accounts and provided with internal @rpufsd.org access only. Students may not email outside the @rpufsd.org domain or receive mail from outside the @rpufsd.org domain.** Select staff will be issued electronic e-mail accounts. Students, **staff,** and visitors who have electronic mail accounts from sources outside the school division may be granted permission to use school resources to access those accounts. At the discretion of the Superintendent or his/her designee, some e-mail providers may be blocked. (Example: AOL, Yahoo)

**Right to Privacy**

The Superintendent or his/her designee has the right to access information stored in any user directory, on the computer hard drive, Chromebook, school-issued disks/flash memory, or in electronic mail. Users ~~are advised not to place~~ **may not place** confidential documents in their user **Google Drive** ~~directory~~ or attempt to access folders that are not their own. Network management and monitoring software packages will be used for random access to individual accounts to review educational progress and for security purposes. Each computer keeps a history of Internet sites visited if that information is required.

**Acceptable Uses**

The following actions, which are not exhaustive, constitute acceptable use of the Internet, whether that use is initiated from a school or any other site:

- a) All Internet or computer equipment, **including Chromebooks,** use shall be consistent with the purposes, goals, and policies of the School District.
- b) Use of computers, **Chromebooks, extensions/apps,** software, peripherals, and other information resources to support learning and to complete school assignments.
- c) Sending and receiving electronic files using **school-issued** e-mail **(Staff and students in grades 9-12)** for academic purposes.

**Unacceptable Uses**

The following actions (*which are not exhaustive*) constitute unacceptable use of the **DCS and/or Chromebook,** whether that use is initiated from a school or any other site:

- a) Using impolite, abusive, or otherwise objectionable language in either public or private messages.
- b) Placing unlawful information on the DCS **and/or Chromebook.**
- c) Using the DCS **and/or Chromebook** illegally in ways that violate federal, State, or local laws or statutes.

(Continued)

Community Relations

**SUBJECT: ACCEPTABLE USE POLICY - STAFF/STUDENTS/VISITORS TO THE DISTRICT FOR DISTRICT NETWORK, 1:1 CHROMEBOOKS, COMPUTERS, E-MAIL, AND THE INTERNET (Cont'd.)**

- d) Using the DCS **and/or Chromebook** at school **or home** for non-school related activities **including but not limited to= accessing personal e-mail, bank accounts, or other personal accounts through the DCS and/or Chromebook.**
- e) Sending messages that are likely to result in the loss of the recipient's work or systems.
- f) Using the DCS **and/or Chromebook** for commercial purposes.
- g) System users may not use the network for entering contests, advertising, political lobbying, or personal commercial activities including online purchasing.
- h) Posting, sending or downloading copyrighted material without written permission from the owner.
- i) Accessing files or changing computer files that do not belong to the user.
- j) Using another person's password or knowingly giving one's password to others.
- k) Using DCS **and/or Chromebook** access for sending or retrieving inappropriate, obscene, pornographic material.
- l) Posting inappropriate text files, storing personal images/photographs, or files dangerous to the integrity of any network.
- m) Circumventing security measures on school or remote computers or networks (hacking).
- n) Attempting to gain access to another's resources, programs, or data without written permission of the owner.
- o) Vandalizing, which is defined as any malicious attempt to harm or destroy data of another user on the DCS **and/or on Google Apps**, and includes the uploading or creation of computer viruses.
- p) Falsifying one's identity to others while using the DCS **and/or Google Apps**.
- q) Using chat rooms and instant messenger is strictly forbidden when used for non-academic purposes.
- r) Using the District system **and/or Chromebook** for commercial purposes, defined as offering or providing goods or services or purchasing goods or services for personal use.

(Continued)

## Community Relations

**SUBJECT: ACCEPTABLE USE POLICY - STAFF/STUDENTS/VISITORS TO THE DISTRICT FOR DISTRICT NETWORK, 1:1 CHROMEBOOKS, COMPUTERS, E-MAIL, AND THE INTERNET (Cont'd.)**

- s) Unauthorized exploration of the Network Operating System/**Google Apps** or changes to any District-installed software/**extensions/apps** is strictly prohibited.
- t) Disclosing personal information, such as address, phone number, age, on the DCS **and/or Chromebook**.
- u) System users will not be able to download, upload, or run any software, games, **apps, extensions,** or shareware that are not **approved,** installed, and licensed by the District.
- v) Tampering with or copying school-licensed installed software/**extensions/apps** or loading personal software/**extensions/apps** onto school-owned computers **or Chromebooks**.
- w) Visiting and posting to social networking sites such as Facebook ~~and MySpace,~~ **Instagram, TikTok and** Twitter, **and all other online social media platforms** is strictly prohibited.
- x) Printing non-school related materials on District printers.
- y) Disclosing, using, or disseminating personal identification information (**PII**) regarding minors without authorization. **(Refer to BOE Policy #5676 Privacy and Security for Student Data and Teacher and Principal Data)**
- z) Communicating any credit card number, bank account number, or any other financial information via the DCS **and/or Chromebook**.

**System Security**

- a) System logins or accounts are to be used only by the authorized owner of the account for the authorized purpose. Users may not share their account number or password with another person or leave an open file or session unattended or unsupervised. Account owners are ultimately responsible for all activity under their account.
- b) Users will be prompted to change their **Network** passwords every 40 days, they should be **complex and** alphanumeric and a minimum of eight (8) characters/numbers/symbols. Users should avoid easily guessed passwords **and may not use any of their 10 previous passwords.**
- c) Users shall not seek information on, obtain copies of, or modify files, other data, or passwords belonging to other users; misrepresent other users on the system; or attempt to gain unauthorized access to any entity on the K through 12 Network.
- d) Only authorized District computer administrative personnel may install software **and extensions/apps.**

(Continued)

## Community Relations

**SUBJECT: ACCEPTABLE USE POLICY - STAFF/STUDENTS/VISITORS TO THE DISTRICT FOR DISTRICT NETWORK, 1:1 CHROMEBOOKS, COMPUTERS, E-MAIL, AND THE INTERNET (Cont'd.)**

- e) When considering a new program for use in the District, users will submit a software/**Google extension or App** request form (Available on the Extranet) to the Executive Director for Educational Services.
- f) Users will adhere to the District virus protection procedures.
- g) Permission of authorized District computer administrative personnel is required for relocation, removal, or adjustment of any hardware and/or peripheral device.
- h) Users may not bring in personal hardware and/or peripheral devices, install them and/or connect personal devices to the DCS.**
- h) ~~Students~~ Food and/or drink will not be consumed in computer labs **or when using the Chromebook in school or at home.**

**Internet Control Filtering and Monitoring**

(Refer to Policies #8270 -- Instructional Technology and #8271 -- Children's Internet Protection Act: Internet Content Filtering/Safety Policy)

In accordance with federal, state, and local regulations, filtering software is used to control access to the Internet **on the DCS and/or Chromebook**. This blocks or filters visual depictions that are obscene and other content that is harmful to minors. Parents are advised, however, that filtering technology is imperfect, and that the possibility exists of obtaining access to prohibited materials. Educational staff will, to the best of their ability, monitor students' use of the Internet and will take reasonable measures to prevent access to inappropriate materials.

From time to time the District will make a determination on whether specific uses of the network are consistent with the regulations stated above. For security and administrative purposes, the District reserves the right for authorized personnel to review network use and content. The District reserves the right to remove an individual's network access privileges to prevent further unauthorized activity.

**Plagiarism and Copyrighted Infringement**

- a) Any software/**extensions/apps** that ~~is~~**are** protected under the copyright laws will not be loaded onto or transmitted via the network or other on-line servers without the written consent of the copyright holder.
- b) Users will honor all copyright rules and not plagiarize or use copyrighted information without permission. Plagiarism is the using of writings or ideas of others and presenting them as if they were original.
- c) The ~~School~~ District will ~~receive~~**provide parents/guardians an opt out** written permission **form at the start of each school year from that parents/guardians can submit to the building main office if they would like to refuse student access to the DCS and Google Apps as well as denying permission to publish**ing any student's work, pictures or name on the Internet or District web pages.

**SUBJECT: ACCEPTABLE USE POLICY - STAFF/STUDENTS/VISITORS TO THE DISTRICT FOR DISTRICT NETWORK, 1:1 CHROMEBOOKS-~~COMPUTERS~~, COMPUTERS, E-MAIL, AND THE INTERNET (Cont'd.)**

### **Access to Inappropriate Material**

- a) Users will not utilize the DCS **and/or Chromebook** to access material that is profane or obscene, that advocates illegal acts, or that advocates violence or discrimination towards other people (hate literature).
  - 1. For students, a special exception may be made for hate literature if the purpose of such access is to conduct research and both the teacher and parent approve the access.
  - 2. District employees and visitors to the District may access the above material only in the context of legitimate research.
- b) Users should immediately disclose any inadvertent access in a manner specified by their school. This will protect them against an allegation that they have intentionally violated the Acceptable Use Policy (AUP).

### **Consequences**

Use of the District's electronic resources by staff, students, and/or visitors to the District in an illegal or unethical manner may result in disciplinary action, including loss of privileges to use the system, school or District sanctions, and referral to appropriate law enforcement authorities. Users may be required to make full financial restitution.

### **Implementation**

To gain access to the Rocky Point Union Free School District network and the Internet, all staff, students and visitors to the District must sign an AUP Affidavit annually attesting to the fact that they have read, understand and agree to the terms of this Acceptable Use Policy. Copies of student affidavits will be kept at the building in which the student attends; copies of staff affidavits will be kept in the Personnel Office; copies of visitor affidavits will be sent to and kept on file in the Personnel Office.

### **District Limitation of Liability**

The District makes no warranties of any kind, express or implied, that the functions or the services provided by or through the DCS **and/or Chromebook** will be error-free or without defect. The District will not be responsible for any damage users may suffer including, but not limited to, loss of data or interruption of service. The District is not responsible for financial obligations arising through the unauthorized use of the system.

**SUBJECT: ACCEPTABLE USE POLICY - STAFF/STUDENTS/VISITORS TO THE DISTRICT FOR DISTRICT NETWORK, 1:1 CHROMEBOOKS, COMPUTERS, E-MAIL, AND THE INTERNET (Cont'd.)**

The District web site is intended to be used for educational purposes only. It contains links to and frames of other sites that may be of educational interest to staff and students. The District is not the author of or otherwise associated with these linked or framed sites and is not responsible for the material contained in or obtained from these linked or searched sites. Information on school events is posted on the District web page for the convenience of users and is subject to change at the District's sole discretion.

The District respects student/staff and values their privacy. In order, however, to maintain system integrity and ensure responsible use of the system, the District has the right to examine the contents of the file server, individual ~~computers,~~**computers, Chromebooks, Google Drive,** and any electronic mail. Files will only be examined when there is reason to suspect an activity or material that violates any of the school's codes of conduct or the law. Use of the District's electronic resources by staff, students, and/or visitors to the District in an illegal or unethical manner may result in disciplinary action, including loss of privileges to use the system, school or District sanctions, and referral to appropriate law enforcement authorities. Users may be required to make full financial restitution.

The signature(s) at the end of ~~this~~**the Acceptable Use Policy Affidavit, the Chromebook Staff Agreement, and the Chromebook Student/Guardian Agreement** ~~are~~ legally binding and indicate that the parties who signed have read the terms and conditions carefully and understands ~~their~~**the significance.**

**Indemnification**

The user agrees to indemnify the District for any losses, costs, or damages, including reasonable attorney fees, incurred by the District relating to any breach of this Acceptable Use Policy.

## Community Relations

**SUBJECT: CODE OF CONDUCT ON SCHOOL PROPERTY**

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

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

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

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

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

(Continued)

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

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

(Continued)

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

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

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

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

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

**Privacy Rights**

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

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

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

**SUBJECT: DISTRICT INVESTMENTS**

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

**Objectives**

The objectives of this investment policy are as follow:

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

**Authorization**

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

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

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

(Continued)

**SUBJECT: DISTRICT INVESTMENTS (Cont'd.)**

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

**Implementation**

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

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

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

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

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

**SUBJECT: PURCHASING**

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

**Competitive Bids and Quotations**

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

A bid bond may be required if considered advisable.

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

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

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

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

**Request for Proposal Process for the Independent Auditor**

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

**Procurement of Goods and Services**

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

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

(Continued)

**SUBJECT: PURCHASING (Cont'd.)**

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

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

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

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

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

**Best Value**

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

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**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.

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Adoption Date 3/23/09

Revision Dates 8/29/11, 7/11/13, 8/27/18

Review Dates 7/12/12, 8/25/14, 8/31/15, 8/29/16, 8/28/17, 8/26/19, 8/24/20

**SUBJECT: PURCHASING (Cont'd.)**

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

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

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

**Geographic Preference in Procuring Local Agricultural Products**

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

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

**Computer Software Purchases**

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

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

(Continued)

**SUBJECT: PURCHASING (Cont'd.)**

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

**Environmentally Sensitive Cleaning and Maintenance Products**

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

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

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

Non-Competitive Bidding Purchases

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

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

(Continued)

**SUBJECT: PURCHASING (Cont'd.)**

**Contracts for Goods, Services and Public Works**

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

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

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

7 CFR 210.21, 215.14(a) and 220.16

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

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

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

State Finance Law Sections 162 and 163-b

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

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

Non-Instructional/Business  
Operations**SUBJECT: PRIVACY AND SECURITY FOR STUDENT DATA AND TEACHER AND PRINCIPAL DATA**

The District is committed to maintaining the privacy and security of student data and teacher and principal data and will follow all applicable laws and regulations for the handling and storage of this data in the District and when disclosing or releasing it to others, including, but not limited to, third-party contractors. The District adopts this policy to implement the requirements of Education Law Section

2-d and its implementing regulations, as well as to align the District's data privacy and security practices with the National Institute for Standards and Technology Framework for Improving Critical Infrastructure Cybersecurity (Version 1.1).

**Definitions**

As provided in Education Law Section 2-d and/or its implementing regulations, the following terms, as used in this policy, will mean:

- a) "Breach" means the unauthorized acquisition, access, use, or disclosure of student data and/or teacher or principal data by or to a person not authorized to acquire, access, use, or receive the student data and/or teacher or principal data.
- b) "Building principal" means a building principal subject to annual performance evaluation review under the provisions of Education Law Section 3012-c.
- c) "Classroom teacher" means a teacher subject to annual performance evaluation review under the provisions of Education Law Section 3012-c.
- d) "Commercial or marketing purpose" means the sale of student data; or its use or disclosure for purposes of receiving remuneration, whether directly or indirectly; the use of student data for advertising purposes, or to develop, improve, or market products or services to students.
- e) "Contract or other written agreement" means a binding agreement between an educational agency and a third-party, which includes, but is not limited to, an agreement created in electronic form and signed with an electronic or digital signature or a click-wrap agreement that is used with software licenses, downloaded, and/or online applications and transactions for educational technologies and other technologies in which a user must agree to terms and conditions prior to using the product or service.
- f) "Disclose" or "disclosure" means to permit access to, or the release, transfer, or other communication of personally identifiable information by any means, including oral, written, or electronic, whether intended or unintended.
- g) "Education records" means an education record as defined in the Family Educational Rights and Privacy Act and its implementing regulations, 20 USC Section 1232g and 34 CFR Part 99, respectively.

(Continued)

Non-Instructional/Business  
Operations**SUBJECT: PRIVACY AND SECURITY FOR STUDENT DATA AND TEACHER AND PRINCIPAL DATA (Cont'd.)**

- h) "Educational agency" means a school district, board of cooperative educational services (BOCES), school, or the New York State Education Department (NYSED).
- i) "Eligible student" means a student who is eighteen years or older.
- j) "Encryption" means methods of rendering personally identifiable information unusable, unreadable, or indecipherable to unauthorized persons through the use of a technology or methodology specified or permitted by the Secretary of the United States Department of Health and Human Services in guidance issued under 42 USC Section 17932(h)(2).
- k) "FERPA" means the Family Educational Rights and Privacy Act and its implementing regulations, 20 USC Section 1232g and 34 CFR Part 99, respectively.
- l) "NIST Cybersecurity Framework" means the U.S. Department of Commerce National Institute for Standards and Technology Framework for Improving Critical Infrastructure Cybersecurity (Version 1.1). A copy of the NIST Cybersecurity Framework is available at the Office of Counsel, State Education Department, State Education Building, Room 148, 89 Washington Avenue, Albany, New York 12234.
- m) "Parent" means a parent, legal guardian, or person in parental relation to a student.
- n) "Personally identifiable information (PII)," as applied to student data, means personally identifiable information as defined in 34 CFR Section 99.3 implementing the Family Educational Rights and Privacy Act, 20 USC Section 1232g, and, as applied to teacher or principal data, means personally identifying information as this term is defined in Education Law Section 3012-c(10).
- o) "Release" has the same meaning as disclosure or disclose.
- p) "Student" means any person attending or seeking to enroll in an educational agency.
- q) "Student data" means personally identifiable information from the student records of an educational agency.
- r) "Teacher or principal data" means personally identifiable information from the records of an educational agency relating to the annual professional performance reviews of classroom teachers or principals that is confidential and not subject to release under the provisions of Education Law Sections 3012-c and 3012-d.
- s) "Third-party contractor" means any person or entity, other than an educational agency, that receives student data or teacher or principal data from an educational agency pursuant to a contract or other written agreement for purposes of providing services to the educational

(Continued)

Non-Instructional/Business  
Operations**SUBJECT: PRIVACY AND SECURITY FOR STUDENT DATA AND TEACHER AND PRINCIPAL DATA (Cont'd.)**

agency, including but not limited to data management or storage services, conducting studies for or on behalf of the educational agency, or audit or evaluation of publicly funded programs. This term will include an educational partnership organization that receives student and/or teacher or principal data from a school district to carry out its responsibilities pursuant to Education Law Section 211-e and is not an educational agency, and a not-for-profit corporation or other nonprofit organization, other than an educational agency.

- t) "Unauthorized disclosure" or "unauthorized release" means any disclosure or release not permitted by federal or state statute or regulation, any lawful contract or written agreement, or that does not respond to a lawful order of a court or tribunal or other lawful order.

**Data Collection Transparency and Restrictions**

As part of its commitment to maintaining the privacy and security of student data and teacher and principal data, the District will take steps to minimize its collection, processing, and transmission of PII. Additionally, the District will:

- a) Not sell PII nor use or disclose it for any marketing or commercial purpose or facilitate its use or disclosure by any other party for any marketing or commercial purpose or permit another party to do so.
- b) Ensure that it has provisions in its contracts with third-party contractors or in separate data sharing and confidentiality agreements that require the confidentiality of shared student data or teacher or principal data be maintained in accordance with law, regulation, and District policy.

Except as required by law or in the case of educational enrollment data, the District will not report to NYSED the following student data elements:

- a) Juvenile delinquency records;
- b) Criminal records;
- c) Medical and health records; and
- d) Student biometric information.

Nothing in Education Law Section 2-d or this policy should be construed as limiting the administrative use of student data or teacher or principal data by a person acting exclusively in the person's capacity as an employee of the District.

**Chief Privacy Officer**

The Commissioner of Education has appointed a Chief Privacy Officer who will report to the Commissioner on matters affecting privacy and the security of student data and teacher and principal data. Among other functions, the Chief Privacy Officer is authorized to provide assistance to educational agencies within the state on minimum standards and best practices associated with privacy and the security of student data and teacher and principal data.

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**SUBJECT: PRIVACY AND SECURITY FOR STUDENT DATA AND TEACHER AND PRINCIPAL DATA (Cont'd.)**

The District will comply with its obligation to report breaches or unauthorized releases of student data or teacher or principal data to the Chief Privacy Officer in accordance with Education Law Section 2-d, its implementing regulations, and this policy.

The Chief Privacy Officer has the power, among others, to:

- a) Access all records, reports, audits, reviews, documents, papers, recommendations, and other materials maintained by the District that relate to student data or teacher or principal data, which includes, but is not limited to, records related to any technology product or service that will be utilized to store and/or process PII; and
- b) Based upon a review of these records, require the District to act to ensure that PII is protected in accordance with laws and regulations, including but not limited to requiring the District to perform a privacy impact and security risk assessment.

**Data Protection Officer**

The District has designated a District employee to serve as the District's Data Protection Officer. The Data Protection Officer for the District is the Executive Director for Educational Services.

The Data Protection Officer is responsible for the implementation and oversight of this policy and any related procedures including those required by Education Law Section 2-d and its implementing regulations, as well as serving as the main point of contact for data privacy and security for the District.

The District will ensure that the Data Protection Officer has the appropriate knowledge, training, and experience to administer these functions. The Data Protection Officer may perform these functions in addition to other job responsibilities. Additionally, some aspects of this role may be outsourced to a provider such as a BOCES, to the extent available.

**District Data Privacy and Security Standards**

The District will use the National Institute for Standards and Technology Framework for Improving Critical Infrastructure Cybersecurity (Version 1.1) (Framework) as the standard for its data privacy and security program. The Framework is a risk-based approach to managing cybersecurity risk and is composed of three parts: the Framework Core, the Framework Implementation Tiers, and the Framework Profiles. The Framework provides a common taxonomy and mechanism for organizations to:

- a) Describe their current cybersecurity posture;
- b) Describe their target state for cybersecurity;
- c) Identify and prioritize opportunities for improvement within the context of a continuous and repeatable process;
- d) Assess progress toward the target state; and
- e) Communicate among internal and external stakeholders about cybersecurity risk.

(Continued)

**SUBJECT: PRIVACY AND SECURITY FOR STUDENT DATA AND TEACHER AND PRINCIPAL DATA (Cont'd.)**

The District will protect the privacy of PII by:

- a) Ensuring that every use and disclosure of PII by the District benefits students and the District by considering, among other criteria, whether the use and/or disclosure will:
  1. Improve academic achievement;
  2. Empower parents and students with information; and/or
  3. Advance efficient and effective school operations.
- b) Not including PII in public reports or other public documents.

The District affords all protections under FERPA and the Individuals with Disabilities Education Act and their implementing regulations to parents or eligible students, where applicable.

**Third-Party Contractors**District Responsibilities

The District will ensure that whenever it enters into a contract or other written agreement with a third-party contractor under which the third-party contractor will receive student data or teacher or principal data from the District, the contract or written agreement will include provisions requiring that confidentiality of shared student data or teacher or principal data be maintained in accordance with law, regulation, and District policy.

In addition, the District will ensure that the contract or written agreement includes the third-party contractor's data privacy and security plan that has been accepted by the District.

The third-party contractor's data privacy and security plan must, at a minimum:

- a) Outline how the third-party contractor will implement all state, federal, and local data privacy and security contract requirements over the life of the contract, consistent with District policy;
- b) Specify the administrative, operational, and technical safeguards and practices the third-party contractor has in place to protect PII that it will receive under the contract;
- c) Demonstrate that the third-party contractor complies with the requirements of 8 NYCRR Section 121.3(c);
- d) Specify how officers or employees of the third-party contractor and its assignees who have access to student data or teacher or principal data receive or will receive training on the laws governing confidentiality of this data prior to receiving access;
- e) Specify if the third-party contractor will utilize subcontractors and how it will manage those relationships and contracts to ensure PII is protected;

(Continued)

Non-Instructional/Business  
Operations**SUBJECT: PRIVACY AND SECURITY FOR STUDENT DATA AND TEACHER AND PRINCIPAL DATA (Cont'd.)**

- f) Specify how the third-party contractor will manage data privacy and security incidents that implicate PII including specifying any plans to identify breaches and unauthorized disclosures, and to promptly notify the District;
- g) Describe whether, how, and when data will be returned to the District, transitioned to a successor contractor, at the District's option and direction, deleted or destroyed by the third-party contractor when the contract is terminated or expires; and
- h) Include a signed copy of the Parents' Bill of Rights for Data Privacy and Security.

Third-Party Contractor Responsibilities

Each third-party contractor, that enters into a contract or other written agreement with the District under which the third-party contractor will receive student data or teacher or principal data from the District, is required to:

- a) Adopt technologies, safeguards, and practices that align with the NIST Cybersecurity Framework;
- b) Comply with District policy and Education Law Section 2-d and its implementing regulations;
- c) Limit internal access to PII to only those employees or subcontractors that have legitimate educational interests (i.e., they need access to provide the contracted services);
- d) Not use the PII for any purpose not explicitly authorized in its contract;
- e) Not disclose any PII to any other party without the prior written consent of the parent or eligible student:
  - 1. Except for authorized representatives of the third-party contractor such as a subcontractor or assignee to the extent they are carrying out the contract and in compliance with law, regulation, and its contract with the District; or
  - 2. Unless required by law or court order and the third-party contractor provides a notice of the disclosure to NYSED, the Board, or the institution that provided the information no later than the time the information is disclosed, unless providing notice of the disclosure is expressly prohibited by law or court order;
- f) Maintain reasonable administrative, technical, and physical safeguards to protect the security, confidentiality, and integrity of PII in its custody;
- g) Use encryption to protect PII in its custody while in motion or at rest; and
- h) Not sell PII nor use or disclose it for any marketing or commercial purpose or facilitate its use or disclosure by any other party for any marketing or commercial purpose or permit another party to do so.

(Continued)

Non-Instructional/Business  
Operations**SUBJECT: PRIVACY AND SECURITY FOR STUDENT DATA AND TEACHER AND PRINCIPAL DATA (Cont'd.)**

Where a third-party contractor engages a subcontractor to perform its contractual obligations, the data protection obligations imposed on the third-party contractor by law and contract apply to the subcontractor.

Cooperative Educational Services through a BOCES

The District may not be required to enter into a separate contract or data sharing and confidentiality agreement with a third-party contractor that will receive student data or teacher or principal data from the District under all circumstances.

For example, the District may not need its own contract or agreement where:

- a) It has entered into a cooperative educational service agreement (CoSer) with a BOCES that includes use of a third-party contractor's product or service; and
- b) That BOCES has entered into a contract or data sharing and confidentiality agreement with the third-party contractor, pursuant to Education Law Section 2-d and its implementing regulations, that is applicable to the District's use of the product or service under that CoSer.

To meet its obligations whenever student data or teacher or principal data from the District is received by a third-party contractor pursuant to a CoSer, the District will consult with the BOCES to, among other things:

- a) Ensure there is a contract or data sharing and confidentiality agreement pursuant to Education Law Section 2-d and its implementing regulations in place that would specifically govern the District's use of a third-party contractor's product or service under a particular CoSer;
- b) Determine procedures for including supplemental information about any applicable contracts or data sharing and confidentiality agreements that a BOCES has entered into with a third-party contractor in its Parents' Bill of Rights for Data Privacy and Security;
- c) Ensure appropriate notification is provided to affected parents, eligible students, teachers, and/or principals about any breach or unauthorized release of PII that a third-party contractor has received from the District pursuant to a BOCES contract; and
- d) Coordinate reporting to the Chief Privacy Officer to avoid duplication in the event the District receives information directly from a third-party contractor about a breach or unauthorized release of PII that the third-party contractor received from the District pursuant to a BOCES contract.

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**SUBJECT: PRIVACY AND SECURITY FOR STUDENT DATA AND TEACHER AND PRINCIPAL DATA (Cont'd.)**Click-Wrap Agreements

Periodically, District staff may wish to use software, applications, or other technologies in which the user must "click" a button or box to agree to certain online terms of service prior to using the software, application, or other technology. These are known as "click-wrap agreements" and are considered legally binding "contracts or other written agreements" under Education Law Section 2-d and its implementing regulations.

District staff are prohibited from using software, applications, or other technologies pursuant to a click-wrap agreement in which the third-party contractor receives student data or teacher or principal data from the District unless they have received prior approval from the District's Data Privacy Officer or designee.

The District will develop and implement procedures requiring prior review and approval for staff use of any software, applications, or other technologies pursuant to click-wrap agreements.

**Parents' Bill of Rights for Data Privacy and Security**

The District will publish its Parents' Bill of Rights for Data Privacy and Security (Bill of Rights) on its website. Additionally, the District will include the Bill of Rights with every contract or other written agreement it enters into with a third-party contractor under which the third-party contractor will receive student data or teacher or principal data from the District.

The District's Bill of Rights will state in clear and plain English terms that:

- a) A student's PII cannot be sold or released for any commercial purposes;
- b) Parents have the right to inspect and review the complete contents of their child's education record;
- c) State and federal laws protect the confidentiality of PII, and safeguards associated with industry standards and best practices, including but not limited to encryption, firewalls, and password protection, must be in place when data is stored or transferred;
- d) A complete list of all student data elements collected by the state is available for public review at the following website <http://www.nysed.gov/student-data-privacy/student-data-inventory> or by writing to the Office of Information and Reporting Services, New York State Education Department, Room 865 EBA, 89 Washington Avenue, Albany, New York 12234; and
- e) Parents have the right to have complaints about possible breaches of student data addressed. Complaints should be directed in writing to Privacy Complaint, Chief Privacy Officer, New York State Education Department, 89 Washington Avenue, Albany, New York 12234. Complaints may also be submitted using the form available at the following website <http://www.nysed.gov/student-data-privacy/form/report-improper-disclosure>.

(Continued)

**SUBJECT: PRIVACY AND SECURITY FOR STUDENT DATA AND TEACHER AND PRINCIPAL DATA (Cont'd.)**

The Bill of Rights will also include supplemental information for each contract the District enters into with a third-party contractor where the third-party contractor receives student data or teacher or principal data from the District. The supplemental information must be developed by the District and include the following information:

- a) The exclusive purposes for which the student data or teacher or principal data will be used by the third-party contractor, as defined in the contract;
- b) How the third-party contractor will ensure that the subcontractors, or other authorized persons or entities to whom the third-party contractor will disclose the student data or teacher or principal data, if any, will abide by all applicable data protection and security requirements, including but not limited to those outlined in applicable laws and regulations (e.g., FERPA; Education Law Section 2-d);
- c) The duration of the contract, including the contract's expiration date, and a description of what will happen to the student data or teacher or principal data upon expiration of the contract or other written agreement (e.g., whether, when, and in what format it will be returned to the District, and/or whether, when, and how the data will be destroyed);
- d) If and how a parent, student, eligible student, teacher, or principal may challenge the accuracy of the student data or teacher or principal data that is collected;
- e) Where the student data or teacher or principal data will be stored, described in a manner as to protect data security, and the security protections taken to ensure the data will be protected and data privacy and security risks mitigated; and
- f) Address how the data will be protected using encryption while in motion and at rest.

The District will publish on its website the supplement to the Bill of Rights (i.e., the supplemental information described above) for any contract or other written agreement it has entered into with a third-party contractor that will receive PII from the District. The Bill of Rights and supplemental information may be redacted to the extent necessary to safeguard the privacy and/or security of the District's data and/or technology infrastructure.

**Right of Parents and Eligible Students to Inspect and Review Students' Education Records**

Consistent with the obligations of the District under FERPA, parents and eligible students have the right to inspect and review a student's education record by making a request directly to the District in a manner prescribed by the District.

The District will ensure that only authorized individuals are able to inspect and review student data. To that end, the District will take steps to verify the identity of parents or eligible students who submit requests to inspect and review an education record and verify the individual's authority to do so.

Requests by a parent or eligible student for access to a student's education records must be directed to the District and not to a third-party contractor. The District may require that requests to inspect and review education records be made in writing.

(Continued)

Non-Instructional/Business  
Operations**SUBJECT: PRIVACY AND SECURITY FOR STUDENT DATA AND TEACHER AND PRINCIPAL DATA (Cont'd.)**

The District will notify parents annually of their right to request to inspect and review their child's education record including any student data stored or maintained by the District through its annual FERPA notice. A notice separate from the District's annual FERPA notice is not required.

The District will comply with a request for access to records within a reasonable period, but not more than 45 calendar days after receipt of a request.

The District may provide the records to a parent or eligible student electronically, if the parent consents. The District must transmit the PII in a way that complies with laws and regulations. Safeguards associated with industry standards and best practices, including but not limited to encryption and password protection, must be in place when education records requested by a parent or eligible student are electronically transmitted.

**Complaints of Breach or Unauthorized Release of Student Data and/or Teacher or Principal Data**

The District will inform parents, through its Parents' Bill of Rights for Data Privacy and Security, that they have the right to submit complaints about possible breaches of student data to the Chief Privacy Officer at NYSED. In addition, the District has established the following procedures for parents, eligible students, teachers, principals, and other District staff to file complaints with the District about breaches or unauthorized releases of student data and/or teacher or principal data:

- a) All complaints must be submitted to the District's Data Protection Officer in writing.
- b) Upon receipt of a complaint, the District will promptly acknowledge receipt of the complaint, commence an investigation, and take the necessary precautions to protect PII.
- c) Following the investigation of a submitted complaint, the District will provide the individual who filed the complaint with its findings. This will be completed within a reasonable period of time, but no more than 60 calendar days from the receipt of the complaint by the District.
- d) If the District requires additional time, or where the response may compromise security or impede a law enforcement investigation, the District will provide the individual who filed the complaint with a written explanation that includes the approximate date when the District anticipates that it will respond to the complaint.

These procedures will be disseminated to parents, eligible students, teachers, principals, and other District staff.

The District will maintain a record of all complaints of breaches or unauthorized releases of student data and their disposition in accordance with applicable data retention policies, including the Records Retention and Disposition Schedule ED-1 (1988; rev. 2004).

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**SUBJECT: PRIVACY AND SECURITY FOR STUDENT DATA AND TEACHER AND  
PRINCIPAL DATA (Cont'd.)****Reporting a Breach or Unauthorized Release**

The District will report every discovery or report of a breach or unauthorized release of student data or teacher or principal data within the District to the Chief Privacy Officer without unreasonable delay, but no more than ten calendar days after the discovery.

Each third-party contractor that receives student data or teacher or principal data pursuant to a contract or other written agreement entered into with the District will be required to promptly notify the District of any breach of security resulting in an unauthorized release of the data by the third-party contractor or its assignees in violation of applicable laws and regulations, the Parents' Bill of Rights for Student Data Privacy and Security, District policy, and/or binding contractual obligations relating to data privacy and security, in the most expedient way possible and without unreasonable delay, but no more than seven calendar days after the discovery of the breach.

In the event of notification from a third-party contractor, the District will in turn notify the Chief Privacy Officer of the breach or unauthorized release of student data or teacher or principal data no more than ten calendar days after it receives the third-party contractor's notification using a form or format prescribed by NYSED.

**Investigation of Reports of Breach or Unauthorized Release by the Chief Privacy Officer**

The Chief Privacy Officer is required to investigate reports of breaches or unauthorized releases of student data or teacher or principal data by third-party contractors. As part of an investigation, the Chief Privacy Officer may require that the parties submit documentation, provide testimony, and may visit, examine, and/or inspect the third-party contractor's facilities and records.

Upon the belief that a breach or unauthorized release constitutes criminal conduct, the Chief Privacy Officer is required to report the breach and unauthorized release to law enforcement in the most expedient way possible and without unreasonable delay.

Third-party contractors are required to cooperate with the District and law enforcement to protect the integrity of investigations into the breach or unauthorized release of PII.

Upon conclusion of an investigation, if the Chief Privacy Officer determines that a third-party contractor has through its actions or omissions caused student data or teacher or principal data to be breached or released to any person or entity not authorized by law to receive this data in violation of applicable laws and regulations, District policy, and/or any binding contractual obligations, the Chief Privacy Officer is required to notify the third-party contractor of the finding and give the third-party contractor no more than 30 days to submit a written response.

(Continued)

Non-Instructional/Business  
Operations**SUBJECT: PRIVACY AND SECURITY FOR STUDENT DATA AND TEACHER AND PRINCIPAL DATA (Cont'd.)**

If after reviewing the third-party contractor's written response, the Chief Privacy Officer determines the incident to be a violation of Education Law Section 2-d, the Chief Privacy Officer will be authorized to:

- a) Order the third-party contractor be precluded from accessing PII from the affected educational agency for a fixed period of up to five years;
- b) Order that a third-party contractor or assignee who knowingly or recklessly allowed for the breach or unauthorized release of student data or teacher or principal data be precluded from accessing student data or teacher or principal data from any educational agency in the state for a fixed period of up to five years;
- c) Order that a third-party contractor who knowingly or recklessly allowed for the breach or unauthorized release of student data or teacher or principal data will not be deemed a responsible bidder or offeror on any contract with an educational agency that involves the sharing of student data or teacher or principal data, as applicable for purposes of General Municipal Law Section 103 or State Finance Law Section 163(10)(c), as applicable, for a fixed period of up to five years; and/or
- d) Require the third-party contractor to provide additional training governing confidentiality of student data and/or teacher or principal data to all its officers and employees with reasonable access to this data and certify that the training has been performed at the contractor's expense. This additional training is required to be performed immediately and include a review of laws, rules, and regulations, including Education Law Section 2-d and its implementing regulations.

If the Chief Privacy Officer determines that the breach or unauthorized release of student data or teacher or principal data on the part of the third-party contractor or assignee was inadvertent and done without intent, knowledge, recklessness, or gross negligence, the Chief Privacy Officer may make a recommendation to the Commissioner that no penalty be issued to the third-party contractor.

The Commissioner would then make a final determination as to whether the breach or unauthorized release was inadvertent and done without intent, knowledge, recklessness or gross negligence and whether or not a penalty should be issued.

**Notification of a Breach or Unauthorized Release**

The District will notify affected parents, eligible students, teachers, and/or principals in the most expedient way possible and without unreasonable delay, but no more than 60 calendar days after the discovery of a breach or unauthorized release of PII by the District or the receipt of a notification of a breach or unauthorized release of PII from a third-party contractor unless that notification would

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**SUBJECT: PRIVACY AND SECURITY FOR STUDENT DATA AND TEACHER AND PRINCIPAL DATA (Cont'd.)**

interfere with an ongoing investigation by law enforcement or cause further disclosure of PII by disclosing an unfixed security vulnerability. Where notification is delayed under these circumstances, the District will notify parents, eligible students, teachers, and/or principals within seven calendar days after the security vulnerability has been remedied or the risk of interference with the law enforcement investigation ends.

Notifications will be clear, concise, use language that is plain and easy to understand, and to the extent available, include:

- a) A brief description of the breach or unauthorized release, the dates of the incident and the date of discovery, if known;
- b) A description of the types of PII affected;
- c) An estimate of the number of records affected;
- d) A brief description of the District's investigation or plan to investigate; and
- e) Contact information for representatives who can assist parents or eligible students that have additional questions.

Notification will be directly provided to the affected parent, eligible student, teacher, or principal by first-class mail to their last known address, by email, or by telephone.

Where a breach or unauthorized release is attributed to a third-party contractor, the third-party contractor is required to pay for or promptly reimburse the District for the full cost of this notification.

**Annual Data Privacy and Security Training**

The District will annually provide data privacy and security awareness training to its officers and staff with access to PII. This training will include, but not be limited to, training on the applicable laws and regulations that protect PII and how staff can comply with these laws and regulations. The District may deliver this training using online training tools. Additionally, this training may be included as part of the training that the District already offers to its workforce.

**Notification of Policy**

The District will publish this policy on its website and provide notice of the policy to all its officers and staff.

Education Law § 2-d  
8 NYCRR Part 121

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Adoption Date 8/24/20

Revision Date

Review Date

**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)

**SUBJECT: SCHOOL SAFETY PLANS (Cont'd.)**

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

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

**Training Requirement**

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

**Filing/Disclosure Requirements**

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

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

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Adoption Date 3/23/09

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

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

## Personnel

**SUBJECT: PROBATION AND TENURE****Probation**

~~Certified staff members will be appointed to a probationary period by a majority vote of the Board upon recommendation of the Superintendent.~~

**Generally, teachers, all other members of the teaching staff, principals, administrators, supervisors, and all other members of the supervising staff will be appointed by the Board upon the recommendation of the Superintendent for a probationary period of four years.**

Full-time certified staff members will be appointed to a probationary period of four (4) years. The probationary period will not exceed three (3) years for teachers previously appointed to tenure in ~~this or another school~~any district or BOCES within the state, provided the teacher was not dismissed from ~~that the prior~~district or BOCES **as a result of charges brought pursuant to Education Law Section 3020-a or 3020-b** and met the required annual professional performance review (APPR) rating in his/her final year of service there.

Additionally, up to two (2) years of service as a regular substitute teacher may be applied towards probationary service. This is sometimes referred to as Jarema Credit.

During the probationary period, a staff member will be given assistance in adjusting to the new position, but the essential qualifications for acceptable performance will be assumed because the staff member attained the required certification or license.

**The probationary period will not exceed three years for principals, administrators, supervisors, or other members of the supervising staff appointed on or after June 1, 2020 who were previously appointed to tenure as an administrator within an authorized administrative tenure area in any district or BOCES within the state provided that the individual was not dismissed from that district or BOCES as a result of charges brought pursuant to Education Law Section 3020-a or 3020-b.**

**During the probationary period, a staff member will be given assistance in adjusting to the new position, but the essential qualifications for acceptable performance will be assumed because the staff member attained the required certification or license.**

A staff member's appointment may be discontinued at any time during his/her probationary period upon the recommendation of the Superintendent and by majority vote of the Board. Any person not recommended for tenure appointment will be notified in writing by the Superintendent no later than 60 days before his/her probationary period expires.

**Tenure**

Certified staff members successfully completing a probationary period in the Rocky Point Union Free School District may be recommended (by the Superintendent of Schools) to the Board of Education for tenure appointment.

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Adoption Date 3/23/09

Revision Date 9/28/15, **8/24/20**

Review Date

**SUBJECT: PROBATION AND TENURE (Cont'd.)**

The Board will follow all applicable laws and regulations regarding tenure.

At the expiration of the probationary period or within six (6) months prior, the Superintendent will make a written report to the Board recommending for appointment to tenure those certified staff members successfully completing a probationary period in the Base School District who have been found who have received the APPR rating of effective or highly effective in three (3) of the preceding four (4) years. If a teacher or principal receive an APPR rating of ineffective in their final probationary year, the Board may not award tenure, but may extend that teacher's or principal's probationary time by an additional year. The teacher or principal may be eligible for immediate tenure if he/she successfully appeals the ineffective rating. The Board may then —by a majority vote —appoint to tenure any or all of the persons recommended by the Superintendent.

When their initial probationary period expires, the teacher or principal will remain on probationary status until the end of the school year in which he/she received APPR ratings of effective or highly effective. The Board may also grant tenure contingent upon a teacher's or principal's receipt of a minimum APPR rating in the final year of the probationary period.

**Resolutions Making Appointments**

Each Board resolution making a probationary appointment or an appointment on tenure will specify:

- a) The name of the appointee;
- b) The tenure area or areas in which the professional will devote a substantial portion of his/her time;
- c) The date of commencement of probationary service or service on tenure in each such area; and
- d) The certification status of the appointee in reference to the position to which the individual is appointed.

In addition, resolutions confirming a probationary appointment must include a statement that:

- a) The probationary expiration date will depend on the individual's APPR ratings.
- b) To receive tenure, the individual must receive overall APPR ratings of effective or highly effective in at least three of four preceding years.
- c) If the teacher or principal receive an ineffective composite or overall APPR rating in their final year of probation, they will not be eligible for tenure at that time.

Education Law Sections 2509, 3012, 3012-c, 3012-d, and 3031  
8 NYCRR 30-1.3, 80-3.6, 80-3.9, 80-3.10

**SUBJECT: ROCKY POINT SCHOOL DISTRICT'S COMPREHENSIVE ATTENDANCE PLAN**

**Objectives**

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

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

**Strategies Employed to Accomplish Objectives**

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

Increase awareness of policy among students by:

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

(Continued)

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

Increase awareness of policy among parents by:

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

**General Procedures**

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

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

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

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

(Continued)

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

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

**Minimum Attendance Requirements for 9th through 12th Grade Students**

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

Students will not receive course credit if absent more than:

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

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

Applicability

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

(Continued)

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

Absences

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

Notification Sequence

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

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

(Continued)

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

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

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

Appeals Process

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

**Minimum Attendance Requirements for 6th-8th Grade Students**

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

Notification Sequence and Consequences

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

(Continued)

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

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

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

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

Notification Sequence

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

(Continued)

**SUBJECT: ROCKY POINT SCHOOL DISTRICT'S COMPREHENSIVE  
ATTENDANCE PLAN (Cont'd.)**Consequences of Excessive Absenteeism at the Elementary Level

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

**Incentives and Consequences for Attendance Patterns**

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

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

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

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

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Adoption Date 3/23/09

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

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

**SUBJECT: STUDENT RECORDS: ACCESS AND CHALLENGE**

The School District shall comply with the provisions of the Family Educational Rights and Privacy Act of 1974 (FERPA). Under its provisions, parents/guardians and noncustodial parent(s), whose rights are not limited by court order or formal agreement, of a student under eighteen (18), or a student who is eighteen (18) years of age or older or who is attending an institution of post-secondary education, have a right to inspect and review any and all education records maintained by the School District.

**Education Records**

The term "education records" is defined as all records, files, documents and other materials containing information directly related to a student, and maintained by the education agency or institution, or by a person acting for such agency or institution (34 Code of Federal Regulations (CFR) Section 99.3). This includes all records regardless of medium, including, but not limited to, handwriting, videotape or audiotape, electronic or computer files, film, print, microfilm, and microfiche.

In addition, for students who attend a public school district, all records pertaining to services provided under the Individuals with Disabilities Education Act (IDEA) are considered "education records" under FERPA. As such, they are subject to the confidentiality provisions of both Acts.

Personal notes made by teachers or other staff, on the other hand, are not considered education records if they are:

- a) Kept in the sole possession of the maker;
- b) Not accessible or revealed to any other person except a temporary substitute; and
- c) Used only as a memory aid.

Additionally FERPA does not prohibit a school official from disclosing information about a student if the information is obtained through the school official's personal knowledge or observation and not from the student's education records.

Records created and maintained by a law enforcement unit for law enforcement purposes are also excluded.

**Access to Student Records**

The Board directs that administrative regulations and procedures be formulated to comply with the provisions of federal law relating to the availability of student records. The purpose of such regulations and procedures shall be to make available to the parents/guardians of students and noncustodial parent(s) whose rights are not limited by court order or formal agreement, or students who are eighteen (18) years of age or older or who are attending an institution of post-secondary education, student records, and files on students, and to ensure the confidentiality of such records with respect to third parties.

(Continued)

**SUBJECT: STUDENT RECORDS: ACCESS AND CHALLENGE (Cont'd.)**

Under FERPA, unless otherwise exempted in accordance with law and regulation, the District may release personally identifiable information (PII) contained in student education records only if it has received a "signed and dated written consent" from a parent or eligible student. Signed and dated written consent may include a record and signature in electronic form provided that such signature:

- a) Identifies and authenticates a particular person as the source of the electronic consent; and
- b) Indicates such person's approval of the information contained in the electronic consent.

**Exceptions**

Directory Information and Limited Directory Information Disclosure

Directory information is information contained in an education record of a student that would not generally be considered harmful or an invasion of privacy if disclosed. Limited Directory Information Disclosure means that the District may limit disclosure of its designated directory information to specific parties, for specific purposes, or both. The intent is to allow schools the option to implement policies that allow for the disclosure of student information for uses such as yearbooks, but restrict disclosure for more potentially dangerous purposes. The District shall limit disclosure of its designated directory information as otherwise specified in its public notice to parents of students in attendance and eligible students in attendance.

To School Officials who have a Legitimate Educational Interest

To other school officials, including teachers, within the educational agency or institution whom the school has determined to have legitimate educational interests. An educational interest includes the behavior of a student and disciplinary action taken against the student for conduct that posed a significant risk to the safety or well-being of the student, other students, or other members of the school community. A school official has a legitimate educational interest if the official needs to review an education record in order to fulfill his or her professional responsibility.

To Another Educational Institution

The District may disclose any and all educational records, including disciplinary records and records that were created as a result of a student receiving special education services under Part B of IDEA, to another school or post-secondary institution at which the student seeks or intends to enroll, or after the student has enrolled or transferred, so long as the disclosure is for purposes related to the student's enrollment or transfer. Parental consent is not required for transferring education records if the school's annual FERPA notification indicates that these disclosures may be made. In the absence of information about disclosures in the annual FERPA notification, school officials must make a reasonable attempt to notify the parent about the disclosure, unless the parent initiated the disclosure. Additionally, upon request, the District will provide a copy of the information disclosed and an opportunity for a hearing.

(Continued)

**SUBJECT: STUDENT RECORDS: ACCESS AND CHALLENGE (Cont'd.)**Health and Safety Emergency Exception

School districts must balance the need to protect students' personally identifiable information with the need to address issues of school safety and emergency preparedness. Under FERPA, if an educational agency or institution determines that there is an articulable and significant threat to the health or safety of a student or other individuals, it may disclose information from education records, without consent, to any person whose knowledge of the information is necessary to protect the health and safety of the student or other individuals during the period of the health or safety emergency.

School districts may release information from records to appropriate parties including, but not limited to, parents, law enforcement officials and medical personnel. A school district's determination that there is an articulable and significant threat to the health or safety of a student or other individuals shall be based upon a totality of the circumstances, including the information available, at the time the determination is made. The school district must record the articulable and significant threat that formed the basis for the disclosure and maintain this record for as long as the student's education records are maintained.

To Juvenile Justice Systems

**Information may be disclosed to state and local officials or authorities to whom information is specifically allowed to be reported or disclosed by a state statute that concerns the juvenile justice system and the system's ability to effectively serve, prior to adjudication, the student whose records were released. In these cases, the official or authority must certify in writing that the information will not be disclosed to any other party except as provided under law without prior written consent.**

To Foster Care Agencies

**The District may release records to an agency caseworker or other representative of a state or local child welfare agency, who has the right to access a student's case plan, when the agency or organization is legally responsible, for the care and protection of the student. This does not give a child welfare agency the right to look into any non-foster care student's records, without parental consent, when there has been a mere allegation of abuse or maltreatment, absent an order or subpoena.**

Pursuant to a Subpoena or Court Order

**When the District receives a subpoena or court order for the release of records, it will make a reasonable effort to notify the parent or guardian or eligible student of the order or subpoena in advance of compliance. This allows the parent or guardian or eligible student to seek protective action against the subpoena or order before the release of the records.**

**The District may disclose a student's records without first notifying parents or guardians or eligible students if the disclosure is:**

1. **Based on a subpoena in which the court orders, for good cause shown, not to reveal to any person the existence or contents of the subpoena or any information furnished pursuant to the subpoena;**
2. **In accordance with a judicial order in cases where the parents are a party to a court proceeding involving child abuse or maltreatment or dependency matters, and the order is issued in the context of that proceeding; or**
3. **Made to a court (with or without an order or subpoena) when the District is involved in a legal action against a parent or student and the records are relevant to the matter.**

**For Financial Aid Purposes**

**Pertinent information may be released in connection with the determination of eligibility, amount, conditions, and enforcement of terms of a student's financial aid.**

**To Accrediting Organizations**

**Disclosure of a student's records may be made to an organization in which that student seeks accreditation, in order to carry out their accrediting function.**

**To Parents of a Dependent Student**

**Even when a student turns 18 years of age or older the District may disclose education records to that student's parents, without the student's consent, if the student is claimed as a dependent for federal income tax purposes by either parent.**

**Audit/Evaluation Exception**

The audit or evaluation exception allows for the disclosure of PII from education records without consent to authorized representatives of the Comptroller General of the U.S., the Attorney General, the Secretary of Education, and State or local educational authorities ("FERPA permitted" entities). Under this exception, PII from education records must be used to audit or evaluate a Federal or State supported education program, or to enforce or comply with Federal legal requirements that relate to those education programs (audit, evaluation, or enforcement or compliance activity).

The District may, from time to time, disclose PII from education records without consent to authorized representatives of the entities listed above. The District may also, from time to time, designate its own authorized representative who may access PII without consent in connection with an audit or evaluation of an education program within the District. As an example, the District might designate a university as its authorized representative in order to disclose, without consent, PII from education records on its former students to the university. The university could then disclose, without consent, transcript data on those former students attending the university to allow the District to evaluate how effectively the District prepared its students for success in postsecondary education.

(Continued)

**SUBJECT: STUDENT RECORDS: ACCESS AND CHALLENGE (Cont'd.)****For Conducting Studies-Exception**

This exception allows for the disclosure of PII from education records without consent to organizations conducting studies for, or on behalf of, schools, school districts or postsecondary institutions. Studies can be for the purpose of developing, validating, or administering predictive tests; administering student aid programs; or improving instruction.

The District may ~~from time to time~~ disclose PII from education records without consent to such organizations conducting studies for the District, in accordance with its obligations under FERPA.

In addition, other entities outside of the District may, from time to time, disclose PII from education records that the District has previously shared with that entity, to organizations conducting studies on behalf of the District. For example, a State Education Agency (SEA) may disclose PII from education records provided by the District without consent to an organization for the purpose of conducting a study that compares program outcomes across school districts to further assess the effectiveness of such programs with the goal of providing the best instruction.

**Required Agreements for the Studies or Audit/Evaluation Exceptions**

To the extent required by law, the District shall enter into a written agreement with organizations conducting studies for the District, or, with its designated authorized representatives in connection with audits or evaluations of education programs within the District. In the event that the District discloses PII from education records to its own designated authorized representative in connection with an audit or evaluation of an educational program within the District, it shall use reasonable methods to ensure to the greatest extent practicable that its designated authorized representative complies with FERPA and its regulations.

**Challenge to Student Records**

Parents/guardians of a student under the age of eighteen (18), or a student who is eighteen (18) years of age or older or who is attending an institution of post-secondary education, shall have an opportunity for a hearing to challenge the content of the school records, to ensure that the records are not inaccurate, misleading, or otherwise in violation of the privacy of students, and to provide an opportunity for the correction or deletion of any such inaccurate, misleading, or otherwise inappropriate data contained therein.

**Disclosures to Parents of Eligible Students**

Even after a student has become an "eligible student" under FERPA (which is defined as a student who is eighteen (18) years of age or older or who is attending an institution of post-secondary education) an educational agency or institution may disclose education records to an eligible student's parents, without the student's consent:

- a) If the student is claimed as a dependent for Federal income tax purposes by either parent;
- b) In connection with a health or safety emergency;

**(Continued)**

**SUBJECT: STUDENT RECORDS: ACCESS AND CHALLENGE (Cont'd.)**

- c) If the student attends an institution of postsecondary education, is under twenty-one (21) years of age and the disclosure is regarding the student's violation of law, an institutional rule or policy governing the use of alcohol or a controlled substance at that institution; or
- d) If the disclosure falls within any other exception to the consent requirements under FERPA or its Regulations, such as the disclosure of directory information or in compliance with a court order or lawfully issued subpoena.

**Release of Information to the Noncustodial Parent**

The District may presume that the noncustodial parent has the authority to request information concerning his/her child and release such information upon request. If the custodial parent wishes to limit the noncustodial parent's access to the records, it would be his/her responsibility to obtain and present to the school a legally binding instrument that prevents the release of said information.

Family Educational Rights and Privacy Act of 1974  
 20 United States Code (USC) Section 1232g  
 34 Code of Federal Regulations (CFR) Part 99  
**Education Law § 2-d**

NOTE: Refer also to Policies #7242 -- Student Directory Information  
 #7243 -- Military Recruiters' Access to Secondary School Students and Information on Students  
 #7643 -- Transfer Students with Disabilities

Students

**SUBJECT: IMMUNIZATION OF STUDENTS**

Every child entering or attending a District school must present proof of immunization **or proof of immunity by seriology (blood test) if applicable** ~~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 the~~ immunization may be detrimental to the child's health.

Except for ~~the above mentioned~~ **this valid medical** exemption, the District ~~may~~ **will** not permit a student lacking **acceptable** 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.~~

**Whenever a child has been refused admission to or continued attendance at a District school for lack of acceptable evidence of immunization, immunity, or exemption, the principal of the school will:**

- a) **Notify the person in parental relation to the child of his or her responsibility to have the child immunized and of the public resources available for doing so;**
- b) **Notify the local health authority of the name and address of the excluded child and of the immunization or immunizations which the child lacks; and**
- c) **Provide, with the cooperation of the local health authority, for a time and place at which the required immunization or immunizations may be administered.**

**For homeless children, the enrolling school must immediately refer the person in parental relation to the child to the District's homeless liaison, who must assist them in obtaining the necessary immunizations, or medical records.**

~~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.

**All schools will also post educational information on influenza and the benefits of influenza immunization which will be in plain view and available to persons in parental relation.**

~~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://www.health.state.ny.us>~~

Education Law §§ 310 and 914

Public Health Law §§ 613 and 2164

8 NYCRR §§ 100.2 and 136.3

10 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, **8/24/20**

Review Date 5/15/12

**Rocky Point Union Free School District**  
**District Safety Plan**



**2020-2021 School Year**

## PROMULGATION STATEMENT

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

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

---

SCHOOL BOARD PRESIDENT

---

DATE

# APPROVAL AND IMPLEMENTATION

## Emergency and Crisis Response Plan

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

\_\_\_\_\_  
SUPERINTENDENT

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DATE

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SCHOOL BOARD PRESIDENT

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CONFIDENTIAL

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

*Commissioner's Regulation 155.17 Project 14*

## **INTRODUCTION**

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

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

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

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

## **GENERAL CONSIDERATIONS**

### **A. Purpose**

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

### **B. Identification of School Teams**

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

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

### **C. Concept of Operations**

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

### **D. Plan Review and Public Comment**

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

### **E. Mission and Goals**

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

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

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

## **RISK REDUCTION/PREVENTION AND INTERVENTION**

### **A. Facilities Initiatives**

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

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

### **B. Training, Drills, and Exercises**

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

#### Fire & Emergency Drills

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

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

## **Explanation of Terms**

### **A. Acronyms**

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

### **Definitions**

#### **Emergency Public Information (EPI)**

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

#### **Emergency Situation**

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

#### **Emergency**

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

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

#### **Disaster**

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

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

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

### **Hazard Analysis**

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

### **Hazardous Material (Hazmat)**

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

### **Inter-Local Agreement**

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

### **Standard Operating Procedures (SOP)**

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

### **Assumptions**

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

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

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

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

### **Limitations**

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

### **CONCEPT OF OPERATIONS**

#### **Objectives**

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

#### **General**

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

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

## **OPERATIONAL GUIDANCE**

### **Initial Response**

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

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

#### **Notification Procedures**

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

#### **Training and Exercise**

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

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

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

### **Implementation of the Incident Command System (ICS)**

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

### **Source and Use of Resources**

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

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

### **Incident Command System (ICS)**

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

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

### **Incident Command System – Emergency Operations Center (EOC) Interface**

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

### **ORGANIZATIONAL STRUCTURE FOR EMERGENCY MANAGEMENT**

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

#### **Executive Group**

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

#### **Emergency Operations Planning Team/District-wide School Safety Team**

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

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

### **Emergency Response Team**

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

## **PHASES OF EMERGENCY MANAGEMENT AND ASSIGNMENT OF RESPONSIBILITIES**

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

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

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

### **Phase I - Mitigation/Prevention**

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

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

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

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

### **Program Initiatives**

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

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

In addition:

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

### **Responsibilities**

#### **The Superintendent**

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

#### **Emergency Operations Planning Team**

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

#### **Teachers**

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

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

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

## **Phase II – Preparedness**

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

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

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

### **Responsibilities**

#### **The School Board**

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

#### **The Superintendent (Chief Emergency Officer)**

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

#### **The District Emergency Management Coordinator and/or**

#### **The Alternate Chief Emergency Officer**

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

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

### **The School Principals**

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

### **Crisis Response Teams**

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

### **Teachers**

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

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

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

### **Transportation (First Student Transportation)**

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

## **Phase III – Response**

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

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

## **Responsibilities**

### **The Superintendent (*Chief Emergency Officer*)**

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

### **The District Emergency Management Coordinator and/or**

#### **The Alternate Chief Emergency Officer**

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

#### **The School Principals**

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

#### **Emergency Operations Planning Team**

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

#### **Crisis Response Teams**

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

#### **Teachers**

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

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

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

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

**The School Incident Commander**

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

**Phase IV – Recovery**

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

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

**Responsibilities**

**The Superintendent (Chief Emergency Officer)**

- ✓ Coordinate emergency assistance and recovery with first responders.

**The District Emergency Management Coordinator and/or**

**The Alternate Chief Emergency Officer**

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

**Emergency Operations Planning Team**

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

**Post Incident Response Team**

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

## **EMERGENCIES OCCURRING DURING SUMMER OR OTHER SCHOOL BREAKS**

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

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

## **DIRECTION and CONTROL**

### **1. General**

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

### **2. Emergency Facilities**

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

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

### **NATIONAL TERRORISM ADVISORY SYSTEM - NTAS**

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

### **ADMINISTRATION AND SUPPORT**

#### **Agreements and Contracts**

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

### **PLAN DEVELOPMENT AND MAINTENANCE**

#### **Plan Development and Distribution of Planning Documents**

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

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

C. Review

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

CONFIDENTIAL

# ROCKY POINT UNION FREE SCHOOL DISTRICT

## Purchasing Procedures Manual

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## PURCHASING PROCEDURES MANUAL

### INTRODUCTION

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

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

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

### DEFINITIONS

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

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

### GENERAL MUNICIPAL LAW

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

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

- Lease/rental of personal property (Section 1725 of Education Law)
- "Lease Purchasing" agreement for instructional equipment (Section 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 Principles and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, ("Uniform Guidance") when making purchases directly charged to a federal award. The District's contracts with respect to these purchases will contain the applicable provisions set forth in Appendix II to Part 200, Contract Provisions for Non-Federal Entity Contracts Under

## Federal Awards.

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

### A. GENERAL PROCUREMENT STANDARDS

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

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

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

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

## B. COMPETITION

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

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

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

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

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

#### D. FEDERAL AWARDING AGENCY OR PASS-THROUGH ENTITY REVIEW

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

#### **THE PURCHASING AGENT**

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

#### **PROCEDURE FOR BIDS: ADVERTISEMENTS, OPENINGS, EVALUATIONS**

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

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

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

Names of all persons/firms submitting bids shall be read aloud .

Pricing submitted shall be read aloud and recorded by designated district personnel.

Bids may be inspected at the conclusion of the bid opening.

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

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

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

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

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

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

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

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

The Board must adopt the contract by resolution.

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

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

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

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

### **SUBMITTING A FORMAL BID REQUEST**

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

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

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

Requests must include the following:

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

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

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

### **PURCHASE SPECIFICATIONS**

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

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

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

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

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

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

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

## **EVALUATION OF PRODUCTS/QUALITY CONTROL**

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

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

## **REQUISITIONING/ORDERING**

- ◀Only the person designated as Purchasing Agent, or in the absence of the Purchasing Agent the Deputy Purchasing Agent, may commit the district to a purchase.
- ◀Only purchase order forms provided by the Purchasing Agent shall be used.
- ◀The purchase order shall be prepared by the ordering location and signed by the authorized budget supervisor.
- ◀Standard lists of commonly used items shall be jointly developed for all categories or groups of supplies by the Purchasing Agent and the appropriate departments. Items not specifically included on standard supply lists shall be requested on the requisition form provided by the Purchasing Department. These lists shall be used as a basis for determining the legality of obtaining quotations or formal bids. They shall also be used as a basis for ordering subsequent to approval of award recommendation.
- ◀The purchase order shall serve as a requisition until such time as it receives final approval, this being the signature of the Purchasing Agent.
- ◀The following are designated as "budget supervisors", authorized to approve items for purchase, ie., Superintendent, Assistant Superintendents, School Business Official, Principals, Directors, Supervisors, Coordinators, Administrative Assistants, Administrators for Physical Education, Community Education and Personnel and District Clerk. Each Budget Supervisor is responsible for compliance with the purchasing procedures adopted.
- ◀The number of purchase orders will be kept to a minimum. Purchase orders shall be processed to conform to the purchasing schedule.
- ◀It shall be the responsibility of the 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 budget, 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, must be used only in compliance with GML 103 and 104.b. Each blanket purchase order must have a fixed maximum monetary amount.

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

### **CONFIRMING ORDERS**

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

### **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 3	More Than 3	At Least 3	
<b>Purchase Contracts up to \$20,000:</b>					
Under \$5,000	X				
\$5,001-\$20,000				X	
<b>Public Work Contracts up to \$35,000:</b>					
Under \$7,000	X				
\$7,001-\$10,000		X			
\$10,001-\$35,000				X	
<b>Emergencies</b>					X
<b>Sole Source</b>					X

**OPENING / CLOSING OF DISTRICT BANK ACCOUNTS**

## **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  
High School-PSAT/SAT  
HS 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 2020-2021

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### **Audit Committee Authority**

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

### **Mission**

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

### **Composite and Requisite Skills**

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

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

### **Duties and Responsibilities**

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

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

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

### **Meetings and Notification**

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

The District Clerk will be responsible to:

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

**Decision Making Process**

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

**Reporting Requirements**

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

**Review of the Charter**

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



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
9706	7/1/2020

DUE DATE
7/1/2020

DESCRIPTION	AMOUNT
2020-2021 Annual Membership Dues	3,475.00
<b>Total</b>	<b>\$3,475.00</b>

Make check payable to Nassau-Suffolk School Boards Assoc.  
Remit to: PO Box 385, Bellmore, NY 11710



## ROCKY POINT UNION FREE SCHOOL DISTRICT 2021-2022 DRAFT BUDGET DEVELOPMENT CALENDAR

DATE(S)	ACTION
10/2020 Friday	2021-22 Budget materials distributed to Administrators
10/16/2020 - 10/23/2020 Various	Review of Budgets with Principals and Directors as needed
11/13/2020 Friday	Budget Request forms returned to the Business Office
12/11/2020 Friday	Submission of Completed Draft Budget to the Superintendent
12/18/2020 Friday	Submission of Draft Budget to the Board of Education by the Superintendent
1/11/2021 Monday - 6:00 PM	Budget Workshop #1
2/8/2021 Monday - 6:00 PM	Budget Workshop #2
2/26/2021 Friday	Submission of the Property Tax Cap to NYS Comptroller's Office on or before April 1 Annually
2/26/2021 Friday	Board of Education Candidate Petitions Available for Pick-Up
3/15/2021 Monday	Board Meeting, Budget Workshop #3 and Budget Overview
4/1/2021 Thursday	NYS Final Budget for School Aid to be published on or before April 1 Annually
4/16/2021 Friday	Application for Absentee Ballots Available for Pick Up at the Office of the District Clerk
4/19/2021 Monday – 5:00 PM	Deadline for Submission of Petitions for Board of Education Candidates
4/20/2021 Tuesday	Adoption of the 2021-22 Budget, BOE Meeting (Property Tax Report Card must be approved by the Board)
4/21/2021 Wednesday	Submission and Publication of the Property Tax Report Card; Submission of Salary Disclosure Notice to SED
4/23/2021 Friday	Finalize the Budget Brochure
4/26/2021 Monday	Budget and Required Attachments Must be Made Available Upon Request at Each School Building
5/4/2021 Tuesday – 7:00 PM	Public Hearing on the School Budget
5/5/2021 Wednesday	Mail School Budget Notice to all Qualified Voters
5/11/2021 Tuesday	Special Voter Registration Day 9 AM to 9 PM at the High School; Last day qualified voters may register with the District
5/11/2021 Tuesday	Deadline to Receive an Absentee Ballot Application by Mail
5/18/2021 Tuesday	Statewide School Budget Vote and Annual BOE Trustee Election
6/15/2021 Tuesday	Statewide Budget Revote (if needed)
7/1/2021 Tuesday	Implement 2021-22 Budget

RETAIL BUSINESS SERVICES  
P.O. BOX 7200  
CARLISLE, PA 17013

00001-02815

R2

ROCKY POINT MIDDLE SCHOOL  
76 ROCKY POINT YAPHANK RD  
ROCKY POINT, NY 11778

Check No. 0008301742  
Check Date 05/13/2020  
Check Amount \$1,459.68

INVOICE DATE	DEPT. CODE	LOC. NO.	INVOICE NUMBER-REFERENCE NUMBER	PURCHASE ORDER NUMBER	GROSS AMOUNT	DISCOUNT AMOUNT	NET AMOUNT
05/12/2020	E0TH	6930	A+REWARDS 2020	STOP	\$1,459.68	\$0.00	\$1,459.68
<b>COMPANY: AHOLD DELHAIZE USA</b>					<b>SUPPLIER: 703222</b>		
<b>GRAND TOTAL</b>					<b>\$1,459.68</b>	<b>\$0.00</b>	<b>\$1,459.68</b>

THE ATTACHED CHECK IS TENDERED IN PAYMENT OF INVOICES SHOWN. IN CASE OF DISCREPANCY PLEASE RETURN WITH FULL PARTICULARS TO THE ABOVE ADDRESS. PLEASE CONTACT THE AFS CUSTOMER SOLUTION CENTER AT (717) 466-3709 IF YOU HAVE ADDITIONAL QUESTIONS.

PAGE 1/1

VERIFY THE AUTHENTICITY OF THIS MULTI-TONE SECURITY DOCUMENT.

CHECK BACKGROUND AREA CHANGES COLOR GRADUALLY FROM TOP TO BOTTOM.



RETAIL BUSINESS SERVICES  
P.O. BOX 7200  
CARLISLE, PA 17013

CHECK NO. 0008301742

MAY 13, 2020

52-153/112

TO THE ORDER OF

ROCKY POINT MIDDLE SCHOOL  
76 ROCKY POINT YAPHANK RD  
ROCKY POINT, NY 11778

\*\*\*\*\*1,459.68\*\*\*

PAY EXACTLY \*\*ONE THOUSAND FOUR HUNDRED FIFTY-NINE AND 68/100 DOLLARS\*\*

Bank of America, N.A.  
South Portland, ME

*Kimberly Yeaman*  
SENIOR VICE PRESIDENT



## Eagle Scout Service Project Proposal



BOY SCOUTS OF AMERICA®

Eagle Scout candidate's full legal name Nicholas \_\_\_\_\_

Eagle Scout Service Project Name Cross Country Equipment Compartment Unit \_\_\_\_\_

### Eagle Scout Requirement 5

While a Life Scout, plan, develop, and give leadership to others in a service project helpful to any religious institution, any school, or your community. (The project must benefit an organization other than Boy Scouting.) The project proposal must be approved by the organization benefiting from the effort, your unit leader and unit committee, and the council or district before you start. You must use the *Eagle Scout Service Project Workbook*, No. 512-927, in meeting this requirement.

# Instructions for Preparing Your Proposal

---

## Meeting the Five Tests of an Acceptable Eagle Scout Service Project

Your proposal must be prepared first. It is an overview, but also the beginnings of planning. It must show your unit leader, unit committee, and council or district that your project can meet the following tests.

1. ***It provides sufficient opportunity to meet the Eagle Scout service project requirement.*** You must show that planning, development, and leadership will take place; and how the three factors will benefit a religious institution, a school, or your community.
2. ***It appears to be feasible.*** You must show the project is realistic for you to carry out.
3. ***Safety issues will be addressed.*** You must show you have an understanding of what must be done to guard against injury, and what will be done if someone gets hurt.
4. ***Action steps for further detailed planning are included.*** You must make a list of the key steps you will take to make sure your plan will have enough details so it can be carried out successfully.
5. ***You are on the right track with a reasonable chance for a positive experience.***

When completing your proposal you only need enough detail to show a reviewer that you can meet the tests above. If showing that you meet the tests requires a lengthy and complicated proposal, your project might be more complex than necessary. Remember, the proposal is only the *beginnings* of planning. Most of your planning will come with the next step, preparation of your project plan.

If your project does not require materials or supplies, etc., simply mark those spaces "not applicable." As a reminder, do not begin any work, or raise any money, or obtain any materials, until your project proposal has been approved.

**Consider also, that if you submit your proposal too close to your 18<sup>th</sup> birthday, it may not be approved in time to finish planning and executing the project.**

## Working with Your Project Beneficiary

On the last two pages of this workbook there is an information sheet called, "Navigating the Eagle Scout Service Project." This is for you to print and give to the religious institution, school, or community that will benefit from your efforts. You should do this as part of your first meeting with your beneficiary and use the sheet to help explain how the Eagle Scout service project works. Be sure to read it carefully so you can explain what it says.

"Navigating the Eagle Scout Service Project" will help you communicate a number of things to your beneficiary. For example, it provides thanks and congratulations for accepting the project; and it gives some background, discusses the requirements, and points out the responsibilities connected with approving your project proposal. It also explains that the beneficiary has the right to review, and also to require changes in your project plan.

Again, be sure to read carefully "Navigating the Eagle Scout Service Project" so you will have a full understanding of the role of your beneficiary.

## Next Step: Your Project Plan

Once your proposal is approved, you are ***strongly encouraged*** to prepare your project plan using the form in this workbook. Doing so increases the likelihood your project will be approved at your Eagle Scout board of review. As you begin preparing it, you should meet with a project coach. Check with the person who handled the approval of your project proposal to learn how coaches are designated in your community.

Your designated coach can help you avoid the common pitfalls associated with Eagle Scout service projects and be a big part of your success. You may also want to talk to your unit leader. There may be adults in your troop who are experts in conducting the kind of project you are planning. It's ok for you to work with them as well. The more coaching you get, the better your results will be.

## Beginning Work on Your Project

Once your proposal has been fully approved and you have finished your project planning, only then, may you begin work on your project.

# Contact Information

Eagle Scout candidates should know who is involved, but contact information may be more important to unit leaders and others in case they want to talk to one another. While it is recognized that not all the information will be needed for every project, Scouts are expected to provide as much as reasonably possible. Approval representatives must understand, however, that doing so is not part of the service project requirement.

---

## Eagle Scout Candidate

Birth date:

### Current Unit Information

Check one:  Troop  Team  Crew  Ship Unit Number: 244

Name of District: Benjamin Tallmadge

Name of Council: Suffolk

Unit Leader Check one:  Scoutmaster  Varsity Coach  Crew Advisor  Skipper

Name: Thomas Amalfitano

Preferred telephone(s):

Address:

City:

State:

NY

Zip: 11949

Email address:

### Unit Committee Chair

Name: Erin Duenas

Preferred telephone(s):

Address:

City:

State:

NY

Zip: 11789

Email address:

### Unit Advancement Coordinator (If your unit has one)

Name: Corina Cordiale

Preferred telephone(s):

Address:

City:

State:

NY

Zip: 11778

Email address:

### Project Beneficiary (Name of religious institution, school, or community)

Name: Rocky Point School District

Preferred telephone(s): (631)744-1600

Address: 82 Rocky Point Yaphank Rd

City: Rocky Point

State:

NY

Zip: 11778

Email address:

### Project Beneficiary Representative (Name of contact person for the project beneficiary)

Name: Johnathan Hart

Preferred telephone(s): (631)-744-1600

Address: 82 Rocky Point Yaphank Rd

City: Rocky Point

State:

NY

Zip: 11778

Email address:

### Your Council Service Center

Contact name: Suffolk County Council

Preferred telephone(s): (631)-924-7000

Address: 7 Scouting Bld

City: Medford

State:

NY

Zip: 11763

### Council or District Project Approval Representative

(Your unit leader, unit advancement coordinator, or council or district advancement chair may help you learn who this will be.)

Name: Brian Bindert

Preferred telephone(s):

Address:

City:

State:

NY

Zip:

Email address:

### Project Coach (Your council or district project approval representative may help you learn who this will be.)

Name: Vicky Subject

Preferred telephone(s):

Address:

City:

State:

NY

Zip: 11778

Email address:

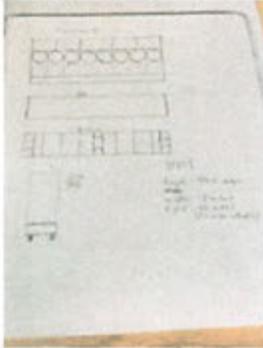
## Project Description and Benefit

Briefly describe your project.

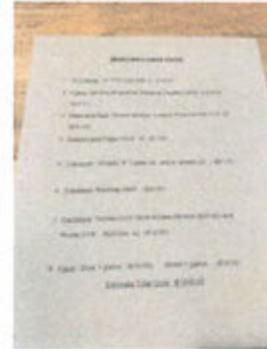
My project is an outdoor storage unit for backpacks, water bottles and other equipment of the Rocky Point Cross Country team. The unit will provide an organized and safe place for their belongings to be stored during practice. This unit will be designed to be mobile so it can be moved to the needed location during the practice season.

Attach sketches or "before" photographs if these will help others visualize the project.

Please click below to add images (JPEG, JPG, BMP, GIF, TIF, PNG, etc.)



Sketch A



material list

Tell how your project will be helpful to the beneficiary. Why is it needed?

My project provides the school's Cross Country team with a reliable, sturdy and safe storage for backpacks, sweatshirts, shoes, and water bottles. The storage unit is designed to protect these belongings from rain, mud, dirt, water and keeps things organized and clean. The unit will be built off-site of the school district due to the Covid-19 outbreak. Therefore the unit will be built to be mobile, so it can be easily delivered to the School upon completion. In addition, the unit will be much more useful to the beneficiary because it can be moved to a needed location during the practice season.

When do you plan to begin carrying out your project?

05/31/2020

When do you think your project will be completed?

08/15/2020

## Giving Leadership

Approximately how many people will be needed to help on your project? 4-6

Where will you recruit them (unit members, friends, neighbors, family, others)? Explain:

I will recruit my fellow scouts from my troop to assist me. I will show them how to use the power tools.

What do you think will be most difficult about leading them?

The most difficult part will be scheduling times that will work for everyone to get together at the build-site.

## Materials

*Materials are things that become part of the finished project, such as lumber, nails, and paint.*

What types of materials, if any, will you need? You do not need a detailed list or exact quantities, but you must show you have a reasonable idea of what is required. For example, for lumber, include basic dimensions such as 2 x 4 or 4 x 4.

12" diameter PVC pipes, (3) 2x6x8, (2) 4x8 outdoor plywood, (2) 2x2x8, caster wheels(outdoor), screws, blue/ white paint

## Supplies

*Supplies are things you use up, such as food and refreshments, gasoline, masking tape, tarps, safety supplies, and garbage bags.*

What kinds of supplies, if any, will you need? You do not need a detailed list or exact quantities, but you must show you have a reasonable idea of what is required.

tarp, water, drills, saws, PPE(gloves,safety goggles),pencils, paper,

## Tools

*Include tools, and also equipment, that will be borrowed, rented, or purchased.*

What tools or equipment, if any, will you need? You do not need a detailed list, but you must show you have a reasonable idea of what is required.

drills  
saw (circular)  
sanding equipment

## Other Needs

*Items that don't fit the above categories; for example, parking or postage, or services such as printing or pouring concrete, etc.*

What other needs do you think you might encounter?

water  
snacks  
PPE (goggles, gloves, masks)  
Delivery of project

## Permits and Permissions

*Note that property owners should obtain and pay for permits.*

Will permissions or permits (such as building permits) be required for your project? Who will obtain them? How long will it take?

I currently have permission from Mr. Hart, the principal of the Rocky Point High School, and Dr. O'Brien, the Superintendent of the Rocky Point School District for my project and for the it to be built off-site and delivered to the school when completed.

## Preliminary Cost Estimate

*You do not need exact costs yet. Reviewers will just want to see if you can reasonably expect to raise enough money to cover an initial estimate of expenses. Include the value of donated material, supplies, tools, and other items. It is not necessary to include the value of tools or other items that will be loaned at no cost. Note that if your project requires a fundraising application, you do not need to submit it with your proposal.*

Enter estimated expenses below:  
(Include sales tax if applicable)

**Fundraising:** Explain how you will raise the money to pay for the total costs. If you intend to seek donations of actual materials, supplies, etc., then explain how you plan to do that, too.

Materials:	1848.00	I am currently looking into planning for an online fundraiser, such as an online crumbcake sale or an online Pampered Chef sale.
Supplies:	0.00	
Tools:	0.00	
Other:	0.00	
<b>Total costs:</b>	<b>\$1,848.00</b>	

## Project Phases

Think of your project in terms of phases, and list what they might be. The first may be to prepare your project plan. Other phases might include fundraising, preparation, execution, and reporting. You may have as many phases as you want, but it is not necessary to become overly complicated; brief, one line descriptions are sufficient.

1. project planning, materials, permissions, final design
2. fundraising, sourcing materials and supplies
3. construction of project and delivering complete project to the school.
4. reporting and review of final project

## Logistics

Check with your council service center to determine if a Tour and Activity Plan is required.

How will you handle transportation of materials, supplies, tools, and helpers? Will you need a Tour and Activity Plan?

I will have most of the materials delivered to my house for assembly

## Safety Issues

The Guide to Safe Scouting is an important resource in considering safety issues.

Describe the hazards and safety concerns you and your helpers should be aware of.

Helpers should be aware of lumber as that it may be heavy and aware of any power tools.

## Project Planning

You do not have to list every step, but it must be enough to show you have a reasonable idea of how to prepare your plan.

List some action steps you will take to prepare your project plan. For example "Complete a more detailed set of drawings."

recontact the principal to establish when this project can be executed on site (either built on or off location)  
finalize a plan for fundraising  
start sourcing materials.

## Candidate's Promise\*

Sign below before you seek the other approvals for your proposal.

On my honor as a Scout, I have read this entire workbook, including the "Message to Scouts and Parents or Guardians" on page 5. I promise to be the leader of this project, and to do my best to carry it out for the maximum benefit to the religious institution, school, or community I have chosen as beneficiary.

Signed *Nicholas Accetta*

Verified by PDFfiller  
05/27/2020

\* Remember: Do not begin any work on your project, or raise any money, or obtain any materials, until your project proposal has been approved.

## Unit Leader Approval\*

I have reviewed this proposal and discussed it with the candidate. I believe it provides impact worthy of an Eagle Scout service project, and will involve planning, development, and leadership. I am comfortable the Scout understands what to do, and how to lead the effort. I will see that the project is monitored, and that adults or others present will not overshadow him.

Signed *T. Chalcraft* Date *6/14/20*  
Name (Printed) *Tom Amalfitano*

## Unit Committee Approval\*

This Eagle Scout candidate is a Life Scout, and registered in our unit. I have reviewed this proposal, I am comfortable the project is feasible, and I will do everything I can to see that our unit measures up to the level of support we have agreed to provide (if any). I certify that I have been authorized by our unit committee to provide its approval for this proposal.

Signed *Erin Duenias* Date *6/13/20*  
Name (Printed) *Erin Duenias*

## Beneficiary Approval\*

[Redacted] provide significant benefit, and we will do all [Redacted]. We realize funding on our part is not [Redacted] the Scout of the financial support (if [Redacted] to. We understand any fund raising he conducts will be in our name and that funds left over will come to us if we are allowed to accept them. We will provide receipts to donors as required.

Our Eagle candidate has provided us a copy of "Navigating the Eagle Scout Service Project, Information for Project Beneficiaries."

Yes  No

Signed *Jonathan R. Hart* Date *6/16/20*  
Name (Printed) *Jonathan R. Hart*

## Council or District Approval

I have read topics 9.0.2.0 through 9.0.2.15, regarding the Eagle Scout service project, in the Guide to Advancement, No. 33088. I agree on my honor to apply the procedures as written, and in compliance with the policy on "Unauthorized Changes to Advancement." Accordingly, I approve this proposal. I will encourage the candidate to prepare a project plan and further encourage him to share it with a project coach who has been designated for him.

Signed \_\_\_\_\_ Date \_\_\_\_\_  
Name (Printed) \_\_\_\_\_

\* While it makes sense to obtain approvals in the order they appear, there shall be no required sequence for the order of obtaining those approvals marked with an asterisk (\*). Council or district approval, however, must come after the others.

1467

ROCKY POINT PTA

DATE 06/16/2020

1-2/210

PAY TO THE ORDER OF Rocky Point Schools

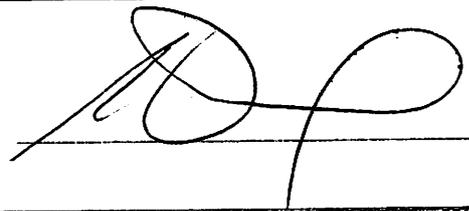
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MP

**AGREEMENT by and between the**  
**BOARD OF EDUCATION OF THE ROCKY POINT UNION FREE SCHOOL DISTRICT**  
**and**  
**Virginia Gibbons**

**AGREEMENT**, made as of the 9<sup>th</sup> day of July 2020 and between the Board of Education of the Rocky Point Union Free School District, Suffolk County, New York, and Rocky Point Administrator Association (RPAA) unit member Virginia Gibbons, residing at

**WHEREAS**, the amended Agreement entered into July 9, 2020 between the Board of Education of the Rocky Point Union Free School District, Suffolk County, New York, and Rocky Point Administrator Association (RPAA) allows for the execution of a separate Agreement providing for the retirement incentive upon retirement set forth therein 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**. Said retirement incentive payment shall be deposited into unit member's designated 403(b) account no later than July 31, 2020 for fifty percent (50%) payment for Accrued unused sick leave at 1/240 of her annual salary per day up to a maximum of 50 days at the time Ms. Gibbons retires from her employment with the District.

**WHEREAS**, the parties wish to implement the provision of the July 9, 2020, Agreement;

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

Payment for accrued sick leave as set forth herein shall be made as a Non-Elective Employer Contributions, up to the statutory limit in accordance with Internal Revenue Code § 403 (b). The payment (up to the 2020 statutory limit) will be made by July 31, 2020.

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

BOARD OF EDUCATION OF THE  
ROCKY POINT U.F.S.D.

By: \_\_\_\_\_  
Susan Sullivan, President

\_\_\_\_\_  
Virginia Gibbons

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

**and**

**Linda Murphy**

**AGREEMENT**, made as of the 9<sup>th</sup> day of July 2020 and between the Board of Education of the Rocky Point Union Free School District, Suffolk County, New York, and Rocky Point Administrator Association (RPAA) unit member Linda Murphy, residing a

**WHEREAS**, the amended Agreement entered into July 9, 2020 between the Board of Education of the Rocky Point Union Free School District, Suffolk County, New York, and Rocky Point Administrator Association (RPAA) allows for the execution of a separate Agreement providing for the retirement incentive upon retirement set forth therein 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**. Said retirement incentive payment shall be deposited into unit member's designated 403(b) account no later than July 31, 2020 for fifty percent (50%) payment for Accrued unused sick leave at 1/240 of her annual salary per day up to a maximum of 50 days at the time Ms. Murphy retires from her employment with the District.

**WHEREAS**, the parties wish to implement the provision of the July 9, 2020, Agreement;

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

Payment for accrued sick leave as set forth herein shall be made as a Non-Elective Employer Contributions, up to the statutory limit in accordance with Internal Revenue Code § 403 (b). The payment (up to the 2020 statutory limit) will be made by July 31, 2020.

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

BOARD OF EDUCATION OF THE  
ROCKY POINT U.F.S.D.

By: \_\_\_\_\_  
Susan Sullivan, President

\_\_\_\_\_  
Linda Murphy

**AGREEMENT**  
**made by and between the**  
**BOARD OF EDUCATION OF THE ROCKY POINT UNION FREE SCHOOL DISTRICT**  
**and the**  
**ROCKY POINT TEACHERS' ASSOCIATION**  
**this 9th day of July 2020**

THIS AGREEMENT is entered into by and between the Board of Education of the Rocky Point Union Free School District (the "Board") 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 involving elementary teacher Donna Banigan (Banigan). In consideration of and in full satisfaction of all claims by Banigan she shall be placed on salary step 12 upon any recall from the Preferred Eligibility List. Furthermore, Banigan shall receive a one-time lump sum payment of \$9110.00, (said payment subject to all ordinary taxations and withholdings as required by law.) This payment shall be distributed as part of the July 23, 2020 payroll.

Ms. Banigan will waive any entitlement to a grievance claim or a §209-a.1(e) charge under the Taylor Law. Ms. Banigan acknowledges that she has been fully and fairly represented by her union, the RPTA, in this matter.

The Parties further agree that this Agreement resolves 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 brought by the RPTA, other than to enforce the terms of this agreement.

Dated: July 9, 2020

ROCKY POINT TEACHERS' ASSOCIATION

By: \_\_\_\_\_  
Laurie Berretta, President  
RPSTA

BOARD OF EDUCATION OF THE  
ROCKY POINT UNION FREE SCHOOL DISTRICT

By: \_\_\_\_\_  
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 permitting ENL teacher Jennifer Burke to teach four classes in a row during the 2020-2021 school year.

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

The Parties further agree that this Agreement shall not be precedent-setting nor binding upon the Parties in the future. Moreover, the Parties agree that this 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 9, 2020

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

---

**AGREEMENT**

**Between the**

**BOARD OF EDUCATION OF THE ROCKY POINT UNION FREE SCHOOL DISTRICT**

**And the**

**ROCKY POINT TEACHERS' ASSOCIATION**

---

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

Teachers who attend the College Board approved Advanced Placement institute (the "Institutes") during the months of June, July and/or August, 2020, at the direction of the District, shall be paid in accordance with Appendix B, Section 14: Compensation for Additional Supervision rate. Said payment shall be calculated to reflect that eligible teachers will be paid for a maximum of 5 days at 7 hours per day, for a total not to exceed 35 hours. This Agreement excludes payment to a teacher or teachers that have not yet reached the M75 level and who choose to utilize the hours at the Institute toward lateral advancement.

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

This Agreement shall not have any retroactive application for staff who attended any Institutes prior to the date of this Agreement.

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

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

Dated: July 9, 2020

BOARD OF EDUCATION OF THE ROCKY POINT  
UNION FREE SCHOOL DISTRICT

ROCKY POINT TEACHERS' ASSOCIATION

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

By: \_\_\_\_\_  
Laurie Berretta, President

---

**AGREEMENT**  
**Between the**  
**BOARD OF EDUCATION OF THE**  
**ROCKY POINT UNION FREE SCHOOL DISTRICT**  
**and**  
**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."

WHEREAS, there is a collective bargaining agreement, between the Rocky Point Union Free School District ("District") and the Rocky Point Teachers' Association ("RPTA"); and,

WHEREAS, such collective bargaining agreement includes "Appendix B #8 & 9" and,

THEREFORE, it is hereby agreed that elementary math (K-2 and 3-5), and science (K-2 and 3-5) chair persons, effective July 1, 2020, shall be implemented through June 30, 2021, subject to the following conditions:

1. The elementary math (K-2 and 3-5) and science (K-2 and 3-5) chair persons will be compensated via a stipend at an annual rate as per "Appendix B #9." The stipend represents payment for time spent on chairperson responsibilities outside the contractual day.

This Agreement will automatically "sunset" effective June 30, 2021 and have no validity with respect to §209-a.1(e) of the Public Employees Fair Employment Act, unless extended in writing by the parties.

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

BOARD OF EDUCATION OF THE ROCKY  
POINT UNION FREE SCHOOL DISTRICT

By: \_\_\_\_\_  
Susan Y. Sullivan, President

ROCKY POINT  
TEACHERS ASSOCIATION

By: \_\_\_\_\_  
Laurie Berretta, President

**AGREEMENT**  
**Between the**  
**BOARD OF EDUCATION OF THE**  
**ROCKY POINT UNION FREE SCHOOL DISTRICT**  
**And**  
**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."

WHEREAS, there is a collective bargaining agreement, between the Rocky Point Union Free School District ("District") and the Rocky Point Teachers' Association ("RPTA"); and,

WHEREAS, such collective bargaining agreement includes "Appendix B #9" and,

THEREFORE, it is hereby agreed that four (4) special education facilitators (K-2, 3-5, 6-8, and 9-12) effective July 1, 2020, shall be implemented through June 30, 2021.

FURTHERMORE, the four (4) special education facilitators (K-2, 3-5, 6-8, and 9-12) will be compensated via a stipend at an annual rate as per "Appendix B #9." The stipend represents payment for time spent on chairperson responsibilities within and outside the contractual day.

This Agreement will automatically "sunset" effective June 30, 2021 and have no validity with respect to §209-a.1(e) of the Public Employees Fair Employment Act, unless extended in writing by the parties.

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

BOARD OF EDUCATION OF THE ROCKY  
POINT UNION FREE SCHOOL DISTRICT

By: \_\_\_\_\_  
Susan Y. Sullivan, President

ROCKY POINT  
TEACHERS ASSOCIATION

By: \_\_\_\_\_  
Laurie Berretta, President

**AGREEMENT**  
**Between the**  
**BOARD OF EDUCATION OF THE**  
**ROCKY POINT UNION FREE SCHOOL DISTRICT**  
**and**  
**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."

WHEREAS, there is a collective bargaining agreement, between the Rocky Point Union Free School District ("District") and the Rocky Point Teachers' Association ("RPTA"); and,

WHEREAS, such collective bargaining agreement includes "Appendix B #8 & 9" and,

THEREFORE, it is hereby agreed that an ENL/LOTE chairperson K-12, and secondary science, ELA, social studies, and math chair persons 6-12 effective July 1, 2020, shall be implemented through June 30, 2021

FURTHERMORE, it is hereby agreed that a Special Area Chairperson (Library K-12, Art K-12), effective July 1, 2020, shall be implemented through June 30, 2021, subject to the following conditions:

1. The ENL/LOTE chairperson K-12, and the secondary science, ELA, social studies, and math chair persons 6-12 will be compensated via a stipend at an annual rate of \$12,000. The stipend represents payment for time spent on chairperson responsibilities within and outside the contractual day. This stipend includes working the summer hours that are necessary to complete required work.
2. The Special Area Chairperson (Library K-12, Art K-12) will be compensated via a stipend at an annual rate as per "Appendix B #8, 13+ teachers." The stipend represents payment for time spent on chairperson responsibilities outside the contractual day. This stipend includes working the summer hours that are necessary to complete required work.
3. The ENL/LOTE chairperson K-12, and the secondary science, ELA, social studies, and math chair persons 6-12 shall be relieved of one (1) teaching period and his/her duty period daily with said time being used for the purpose of fulfilling the responsibilities of department chairperson.

This Agreement will automatically "sunset" effective June 30, 2021 and have no validity with respect to §209-a.1(e) of the Public Employees Fair Employment Act, unless extended in writing by the parties.

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

BOARD OF EDUCATION OF THE ROCKY  
POINT UNION FREE SCHOOL DISTRICT

ROCKY POINT  
TEACHERS ASSOCIATION

By: \_\_\_\_\_  
Susan Y. Sullivan, President

By: \_\_\_\_\_  
Laurie Berretta, President

**AGREEMENT**

**BETWEEN**

**ROCKY POINT UNION FREE SCHOOL DISTRICT NO. 9**

**ROCKY POINT, NEW YORK**

**and**

**ROCKY POINT**

**TEACHERS' ASSOCIATION**

**2020-2026**

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## PREAMBLE

The Board of Education of Rocky Point Union Free School District No. 9. Town of Brookhaven, Rocky Point, New York, hereinafter called the "Board" or "District," and The Rocky Point Teachers' Association, hereinafter called the "Association", in order to carry out the provisions of the Public Employees' Fair Employment Act, the Board and recognized representatives of the professional personnel shall negotiate with respect to salaries, wages, hours, and other terms and conditions of employment and desiring to encourage and increase effective and harmonious working relationships between the Board and the professional personnel, hereby agree to the following procedures and understandings:

## ARTICLE I RECOGNITION

### **Section 1. Board Recognition and Certification of Association.**

The Board recognizes and certifies the Association for purposes of collective negotiations as the exclusive representative of a unit consisting of all members of the teaching staff on tenure, probation or interim appointment except full time administrators and professional personnel whose supervisory or administrative duties require more than fifty (50) percent of the teaching day by period.

### **Section 2. Term of Recognition.**

Such recognition shall extend annually through the period of this agreement and written renewal thereof, unless another employee organization is recognized as the exclusive negotiating and bargaining representative in accordance with the Public Employees' Fair Employment Act. During the interim between the termination of the contract and the renewal thereof, the Association shall continue to be recognized. The Association shall certify not later than the fourth week of the school year that more than fifty (50) percent of the professional staff are members; such annual recognition being contingent upon the certification.

### **Section 3. Recognition of Board Authority and Responsibility.**

The Association recognizes that the Board is a legal entity elected by the community and entrusted to operate and manage the educational program of the District as provided by the Education Law and other related statutes, rules and regulations of the Commissioner of Education of the State of New York and other administrative and regulatory agencies. The Association recognizes that under the law the Board has sole legal responsibility for the educational program of the District.

### **Section 4. Non-Discrimination.**

The Board's right to manage shall not be exercised to violate any of the express provisions of this agreement nor to discriminate against any employee covered by the contract.

**Section 5. No Strike Clause.**

The Association hereby affirms that it does not assert a right to strike against the Board, to assist or participate in any such strike or slowdown or impose any obligation upon its members to conduct, assist or participate in strikes or slowdowns.

**Section 6. Association Officers and Executive Board.**

The Association shall submit names of officers and executive board to the Superintendent of Schools not later than September 30, of each school year.

**ARTICLE II**  
**DUES DEDUCTION**

**Section 1. Association Right to Dues Deduction.**

The Board agrees to deduct from the salaries of its employees the total annual membership dues for the Rocky Point Teachers' Association, and any other Associations and/or Unions with which they are affiliated, other professional organizations, or any combination of such associations as said teacher individually and voluntarily authorize the Board to deduct and transfer the monies promptly to the Rocky Point Teachers' Association and affiliated groups prior to the next pay date. Teacher authorization must be in writing.

**Section 2. Authorizations for Dues Deduction.**

No later than two (2) weeks prior to the second October paycheck the Rocky Point Teachers' Association shall provide the Board with a list of those employees who have authorized the Board to deduct dues pursuant to Section 1 above and amount of such dues together with any new signed authorizations.

**Section 3. Agency Shop Fee.**

Dues Deduction. Recognizing that union membership is not a requirement of employment and the Association is not obligated to agree to any deductions from their pay to the union, the District agrees to the principle of the check-off of Association dues. The annual dues amount will be determined by the Association in accordance with the forms and procedures as agreed upon by the Association and the District. The District agrees that the privilege of the check-offs will not be extended to any other organizations for this negotiating unit.

Dues Deduction Procedure. The District agrees to deduct union dues from the monies paid to each unit member and remit the same to the Association. The Association will notify the District's payroll department of the frequency of dues deductions and the amount for deductions for each member's annual dues. Such deductions will only be made from the payroll of unit members who have signed dues deduction authorization forms transmittable in any format permitted by Article Three of the New York State Technology Law. The right to dues deduction shall remain in full force and effect as per the Taylor Law. In the event that a unit member notifies the District that the unit member is withdrawing the unit member's voluntary

authorization for dues deduction, the District shall stop the checkoff of dues for that employee and notify the Association of the same within twenty (20) business days. The District agrees to furnish the Association with the hiring and starting date, building/work assignment (tenure area/department) and contact information including home address, of all new employees within five (5) days of Board appointment.

Hold Harmless Clause. The Association agrees to hold the District/Board harmless from any and all damages and liabilities which may be sustained or which may arise as a result of making the dues deductions called for in this section.

**Section 4. Dues Deduction Schedule.**

Deductions referred to in Section 1 above shall be made in eighteen (18) equal consecutive installments starting with the second check in October. The final transmittal of such deductions to the Association treasurer shall be accompanied by a listing of the members from whom deductions have been made and non-members from whom agency shop fee has been deducted and the amount deducted from each.

**Section 5. Prorated Dues Deduction or Agency Shop Fee.**

Teachers employed subsequent to a dues deduction period or returning teachers shall be provided with the opportunity to have either membership dues or agency shop fee deducted in accordance with this contract prorated over the balance of the deduction period.

**Section 6. Discontinuing Payroll Deduction.**

Members discontinuing payroll deduction for dues and not making other arrangements with the Association shall automatically pay the Agency Shop Fee.

**Section 7. Additional Payroll Deductions.**

Upon submission of employee authorization, the District agrees to voluntary payroll deductions for NYSUT Member Benefits and NYSUT VOTE/COPE.

**ARTICLE III**  
**NEGOTIATION PROCEDURE**

**Section 1. Time and Place of Negotiations.**

No later than January 15 of the school year in which the collective bargaining agreement expires, a meeting of representatives for the Board and the Association shall be held to agree upon a date for submission of proposals.

On the agreed date, the Association and the Board shall submit new proposals, either in the form of a new proposed contract or deletions, changes or modifications of the existing agreement. The format or presentation shall be the prerogative of each party.

**Section 2. Manner of Negotiations.**

In the best interest of free exchange and privacy no stenographic record or recording device shall be used but each party may make summary minutes of actions taken, if so desired. All negotiations shall be conducted in executive session, and all details of the proceedings, information exchanged and positions taken by the participating representatives shall be treated as confidential information. The term "confidential," however, shall not be construed to preclude progress reports to the parties involved in this agreement. When complete agreement has been reached, the negotiators shall edit the entire document to assure the best possible organization of contents and clarity of expression without altering the substance of the articles. In the final form the agreement shall be submitted promptly to the Board and the Association for consideration and ratification.

**Section 3. Provisions of Pertinent Information.**

The Board and the Association through the Office of the Superintendent of Schools shall make available to each other upon request any information in their possession which is directly pertinent to a negotiation proposal provided the requested information is not of a confidential nature.

**ARTICLE IV ACADEMIC  
FREEDOM**

The Board and the Association agree that academic freedom is essential in a school system and they acknowledge the need to protect teachers from censorship or restraints in the performance of their classroom functions. In dealing with controversial issues, the professional staff shall consider their relevance to the curriculum and the maturity and the needs of the students. The Board, however, cannot abdicate its responsibility to advance the curriculum along generally accepted educational standards which may conflict with the judgment of individual teachers.

The teachers, together with the administrative staff, shall make recommendations to the Board for dealing with controversial issues. Teachers have the right and the obligation to teach controversial issues fairly and without bias, not using the classroom to promote partisan activities.

The parties are in agreement that the private and personal life of a teacher, religious or political activities outside of the school, shall not be grounds for any discipline or discrimination with respect to the professional employment of such teacher except as it may interfere with teacher's responsibilities to and relationships with students and or the school system. Nothing in this agreement precludes the rights of an individual teacher to present his/her views to the administration and or the Board of Education.

**ARTICLE V**  
**ASSOCIATION, ADMINISTRATION,**  
**SCHOOL BOARD LIAISON**

**Section 1. Association and Administrative Meeting.**

The Association shall select no more than five (5) Association members to meet upon request of either party, with the designated administrative personnel at a mutually agreed time and place to review and discuss matters of mutual concern.

**Section 2. Meeting Times.**

Upon request of either the chief school administrator or the president of the Association, either they or their designees shall meet at mutually convenient times to discuss matters of common concern.

**Section 3. Annual Meetings.**

The Association officers shall meet with one or more members of the Board and the Chief School Administrator at least three (3) times annually, preferably in November, February, and May. The purpose of such meetings shall be to review and discuss current school matters. The agenda shall be agreed upon at least two (2) weeks in advance of such meetings.

**Section 4. Association President - Teaching Assignments - Relief From Non-Teaching Duties.**

The Association President shall not be assigned any more than three(3) teaching periods per day or the equivalent thereof. In addition, there shall be no non-teaching duties assigned. Every attempt shall be made to free the Association President from class duties the last period of the day.

**Section 5. Non-Discrimination for Association Activities.**

No Association member shall be discriminated against from carrying out legal activities related to the Association. All meetings between Association representatives and Administrators shall take place after school hours except in emergencies as determined by both parties. Both parties shall be notified of the subject to be discussed within a reasonable time prior to said meeting, except in emergencies as stated above.

**ARTICLE VI**  
**INSTRUCTIONAL SUPPORT COUNCIL**

**Section 1. Textbook Selection Committees.**

Textbook Selection Committees may be appointed for the purpose of studying textbooks relative to a particular subject or grade area. It is understood that the establishment of a

Textbook Selection Committee may be initiated by either party. Such Committee shall be under the direct supervision of grade level chairpersons as appointed by the Building Principals in the elementary grades (K-5) and appropriate chairpersons in the secondary grades (6-12).

**Section 2. Textbook Selection Committees - Composition.**

a. Textbook Committees shall consist of equal numbers of education staff as chosen by the Building Principals and the appropriate teachers coordinators and/or Department Chairperson. Such committees shall be limited to a maximum often (10) including the chairperson of the committee and shall work through the office of the respective Building Principal.

b. In the event that textbook selection involves a commitment to a new series, curriculum, etc. that crosses grade levels or subject areas, the Textbook Committee shall be appointed jointly by the Superintendent of Schools and the President of the Association. The Committee shall include the appropriate administrators, department, and/or grade level chairpersons and department and/or grade level teachers.

**Section 3. Textbook Recommendations.**

The Textbook Selection Committee shall forward recommendations for the adoption of textbooks to the office of the Superintendent of Schools on a preconceived schedule as adopted by the particular committee and approved by the appropriate Building Principal.

**Section 4. Requests for Supplies and Materials.**

Request for other necessary educational supplies and materials may be initiated in accordance with Sections 1, 2, and 3 of this Article.

**Section 5. Board Prerogative and Responsibility.**

Final determination of approval of selection shall remain the responsibility and prerogative of the Board of Education once they receive the recommendation of the Superintendent of Schools. Textbook adoption approval by the Board is normally for a period of not less than five (5) years.

**ARTICLE VII**  
**BUILDING PROGRAM**

Members of the professional staff shall have an opportunity to express their views in the planning and development of new plant facilities to the Chief School Administrator or designee. Half the members of any committees formed shall be chosen by the Association.

**ARTICLE VIII**  
**TEACHER EMPLOYMENT**

**Section 1. Hiring Procedure.**

a. Teachers shall be hired and assigned in accordance with the rules of the Board of Regents, Regulations of the Commissioner of Education and Education Law and the policies of the Board of Education.

**New Teacher Hiring.**

b. All prospective teachers shall appear before an interview committee prior to being hired. Up to 30% of the committee shall be comprised of teachers appointed by the President of the Association. However, the District shall have the sole discretion in selecting the applicants for hire.

**Section 2. Teacher Assignments.**

Teachers shall be notified in writing of salary, area of assignment and specific assignments as soon as possible; under normal circumstances, no later than the close of school. Due to changing enrollment after the close of school, specific assignments may be changed.

**Section 3. Master Schedule.**

As soon as practicable during the school year, but no later than the first school day, a master schedule for each school shall be given to the president of the Association. A master schedule for his or her building shall be provided for any teacher upon request.

**Section 4. Prior Credit. Newly Employed.**

All newly employed teachers shall be granted credit on the salary schedule for approved educational preparation if the courses taken were part of a Masters program required to enable the teacher to become permanently certified in the subject area in which he or she is hired by the Board and earned as part of a program offered by an accredited and recognized college or university. A maximum of two (2) years credit for honorable military service in the Armed Forces of the United States shall be granted at the time of employment. The Board in its sole discretion may grant credit for service for other experience.

**Section 5. Submission of Credits.**

Verified documents supporting claims for education and work experience(s) credits, must be submitted to the Superintendent of Schools at least forty-five (45) days prior to the initial date of employment, unless the teacher is hired less than 45 days prior to the initial date of employment. In that event, documents must be submitted as soon as possible.

**Section 6. Probationary Period.**

The probationary period for all permanently certified teachers shall be in accordance with Education Law.

## ARTICLE IX

### TEACHING DAY, YEAR, AND RESPONSIBILITIES

The Board and the Association realize there is no automatic “beginning” or “cut off” time for education. The Board and the Association are aware of the fact that there are important functions of the educational process which occur outside of the classroom. It is further realized that these functions are important and that teacher participation and supervision shall be required. All teachers shall be expected to perform their fair share of duties related to their teaching assignments (such as parent conferences and assistance to pupils) as determined by the Board and the Association.

#### **Section 1. Teacher Work Year - School Calendar.**

a. The work year of teachers, other than new personnel who may be required to attend additional orientation sessions prior to the opening of school, shall begin no earlier than one day prior to the first day students are required to report at the opening of school and shall end no later than one day after the last student attendance day. The teachers shall in no event be required to attend more than two days in excess of the number of days of pupil attendance as required by state law.

b. The Association President shall be given a copy of the proposed school calendar drawn up by the Superintendent thirty (30) school days prior to its final adoption by the Board so that the President of the Association may submit recommendations to the Board no later than fifteen (15) school days prior to the day of final adoption of the proposed calendar. Such recommendations shall include proposals for conference days during the academic year. Possible make-up days for excess snow days and the scheduling of additional holidays in the case of unused snow days shall be mutually agreed upon between the Board of Education and the Association at the time of the adoption of the official school calendar.

#### **Section 2. Length of Teacher Work Day.**

a. Commencing with the 2006-2007 school year, the length of the teacher day for regular session shall be seven (7) hours and 5 minutes.

i. At the Frank J. Carasiti School and the Joseph A. Edgar School, there shall be approximately 40 minutes per day, prior to the commencement of the student day, utilized as described in (b) below.

ii. The 9th period at the High School and the zero (0) period at the Middle School, which shall be utilized as described in (b) below, shall take place either at the beginning or ending of the Middle School or High School student day.

b. The additional period of time described in (a)(i)(ii) above, shall be utilized as follows: extra help for students, facilitating eBoard or any other such communication system, teacher collaboration, parent/teacher conferences and professional development when requested by Administration.

c. Teachers shall be available to provide extra help for students during the entire time of the additional periods so designated and shall maintain attendance records for all students who attend. However, in connection with the extra help periods, teachers shall not be required to prepare lesson plans, to provide homework assignments, to assign grades or to communicate with parents and no formal observations shall occur.

d. At the Middle School and High School teachers are required to report to 1<sup>st</sup> period or assigned duty stations ten minutes prior to the 1<sup>st</sup> period.

e. All teachers shall record each time that they enter or exit the building, based upon the recording method instituted by the District.

### **Section 3. Lunch Period.**

All teachers shall be scheduled a forty (40) minute lunch period daily. Such lunch period shall be duty free.

### **Section 4. Preparation Period.**

a. All teachers shall have:

\*K-2 - a minimum of five 40-minute periods per week. \*3-5 - a minimum of Five 40-minute periods per week. 6-12 - a minimum of one full teaching period per day.

\* Every effort shall be made to schedule one prep period per day.

b. Teachers shall not be required to attend meetings during lunch or prep periods.

### **Section 5. Teaching and Supervision Time.**

a. Teaching time is defined as a period when a teacher is responsible for actual classroom instruction. For the purpose of this contract, supervision is understood to mean non-teaching duties such as hall duty and study hall duty. Every effort shall be made to equalize teachers' supervision assignments.

b. Except when Section 6, below, is utilized, no teacher shall be assigned more than three (3) consecutive teaching periods in any day, Further, no teacher shall be assigned more than four (4) consecutive working periods consisting of a combination of three (3) teaching periods and (1) duty assignment.

c. Every reasonable effort shall be made to assign twenty-five (25) teaching periods on a weekly basis in Grades 6-12.

d. At the Middle School and High School, every reasonable effort shall be made to schedule five (5) teaching periods, one (1) supervision period and one (1) preparation period daily. If, after reasonable effort, the District assigns a teacher to teach a sixth period, that teacher shall not be assigned a supervision period. Volunteers shall be

sought to teach the sixth period and, if there is no volunteer, the District can assign the extra class on a rotating basis each year beginning with the least senior certified member in the Department. Payment for teaching a sixth class shall be one sixth of the column, step one on which the teacher is currently being paid. If the teacher is on step 11 of the relevant salary schedule or higher, the rate of payment shall be at one-sixth of step 5 of that column. This shall be pro-rated when the sixth class assignment is less than five (5) days per week.

e. In the event a teacher is assigned a homeroom and six (6) teaching periods, no other non-teaching duties shall be assigned.

f. When schedules are formulated and teaching duties assigned efforts shall be made to limit department teachers in the secondary areas to not more than two subject areas and three preparations.

g. Whenever possible, Department Chairpersons shall be limited to five (5) teaching periods per day without non-teaching duties. Compensatory schedules for Department Chairpersons and Grade Level Coordinators shall be found in APPENDIX B. Upon request each department chairperson shall be granted one (1) day per semester and each grade level coordinator shall be granted three (3) days per semester to discharge department and/or grade level responsibilities. The District shall have the right to replace present department chairpersons in Math, Science, English, Social Studies and Foreign Language with non-bargaining unit administrators upon the retirement or resignation of the present chairpersons from their chairperson positions.

h. Unless assigned a sixth teaching period per Article IX-5(d)(e) any employee whose assignment is split between the Middle School and High School shall be required to perform a duty assignment during one period each day. The District shall make every effort to ensure that the duty assignment takes place at a location so that the teacher can arrive at the duty location during the designated passing time.

i. It is understood that with the exception of an emergency situation, lunch room duty is voluntary and replaces a teacher's daily prep period. For lunch room duty, the teacher shall be compensated as per APPENDIX B.

#### **Section 6. Additional Supervision.**

a. In the event that enough substitute teachers CANNOT be secured for classroom coverage on any given day teachers may be assigned additional duties within the realm of their teaching responsibilities. Volunteers shall be sought first to cover classes left unattended due to unsuccessful attempts to secure substitutes. In the event no volunteers are forthcoming the principals at their discretion may assign appropriate personnel to these areas. In these instances and under these circumstances the assigned teacher shall be paid as per APPENDIX B.

b. Every effort shall be made by the Administration to minimize the frequency of requiring a teacher to perform as a substitute for any other teacher.

c. It is understood that a teacher may be assigned additional duties under emergency conditions other than those described in 6A above. Emergency

conditions shall be defined as unexpected circumstances of a temporary nature and shall be paid in accordance to APPENDIX B as per 6A above.

**Section 7. Chaperoning of Sponsored After-School Activities.**

A list of volunteers for chaperons shall be sought in each building and teachers shall be asked to chaperon from their respective lists. Compensation shall be as indicated in APPENDIX B. Chaperoning shall be equally apportioned by year's end.

**Section 8. Meetings.**

a. **Faculty Meetings.** One day a week shall be set aside for faculty meetings. The parties shall meet to discuss the particular day of the week to be set aside for the meetings set forth in this section and the selected day may be different for each building depending on the needs of the District. The Building Principal, Assistant Principal, Chairperson, Coordinator or Director shall have the discretion of calling the weekly meeting on at least one day's notice. The weekly meeting shall immediately precede or follow the beginning or end of a student day and shall last no longer than one hour. It is understood that simultaneous meetings can occur but no teacher shall be required to attend more than one such meeting per week.

b. **Superintendent's Meetings.** Superintendent's Meetings may be called by the Superintendent or his/her designee. Such meetings may not occur on Friday and must be called with at least one week's published notice. Such meetings shall not exceed five (5) per school year and shall not exceed one (1) hour in length per meeting.

Superintendent's meetings shall relate to District-wide issues. However, they may apply to building-level implementation of such District-wide issues. Examples of appropriate uses of these meetings are: professional development, curriculum review, District policy review, and activities required under the District's Professional Development Plan (PDP), Comprehensive District Education Plan (CDEP) or other state or federally mandated program. However, these meetings shall not be used for curriculum writing without teachers receiving appropriate compensation.

In no event shall any teacher be required to attend more than five (5) meetings overall or more than three (3) meetings of the same committee without being compensated as Per Appendix B.

**Section 9. Obtaining Substitutes.**

Whenever a teacher is absent a substitute shall be obtained in a method as approved by the individual building principals. Under ordinary circumstances, only certified substitutes shall be hired.

**Section 10. Availability.**

Teachers who are unable to report for duty are required to give such notice through a procedure devised by the Building Principal.

**Section 11. Experimental Reorganization.**

If at any time the Board deems it necessary to seek experimental reorganization of the staff responsibilities, such reassignment of duty shall be within the province of the Board provided that the terms and conditions of employment of this contract are not violated.

**Section 12. Lesson Plans.**

The Association realizes that good lesson plans are a necessary and integral part of good teaching. All teachers shall be required to submit lesson plans before the opening of school on Monday of the week covered by the lesson plan to the Building Principal or other designated personnel.

**Section 13. Teacher's Manual.**

The faculty shall be provided with teacher's manuals containing rules and regulations in written form. It is understood that such manuals shall be given to the Association President two (2) weeks prior to its being distributed. Subsequent amendments shall be submitted to the President as soon as possible.

**Section 14. Parent Teacher Conferences.**

Two half days or one whole day shall be set aside for parent/teacher conferences at the elementary and intermediate levels. In addition, two evenings shall be set aside throughout the school year for this purpose for grades K-12.

**Section 15. 180-Day; 900/990 Instructional Hours Requirement.**

One (1) duty period will be assigned to a Middle School physical education teacher during each lunch period to supervise structured recreational activities. In the event the Middle School schedule does not permit the staffing of a Middle School physical education teacher during a lunch period, a High School physical education teacher may be assigned.

High School and Middle School faculty assigned to lunch duty will be required to take attendance during study halls conducted within the cafeteria.

Disclaimer. The District has developed a plan to meet the minimum instructional hour requirement under Commissioner's Regulations §175.5. In the event said plan is found to be non-compliant by the State Education Department (SED) and/or the SED changes regulations for the calculation of instructional time, the District and Association agree to meet in order to implement any rule changes and/or needed modifications.

**ARTICLE X**  
**CLASS SIZE**

Since the pupil-teacher ratio is an important aspect of an effective educational program, the parties agree that class sizes shall be within the following ranges:

A.	Kindergarten	18-22
B.	Grade 1	20-24
C.	Grade 2	24-26
D.	Grades 3-5	24-27
E.	Grades 6-12	25-30

In Art, Family and Consumer Sciences, Technology Education, and Science Laboratories, students shall be scheduled up to the maximum number of stations available. Except in an emergency, pupils shall not be assigned for any classroom facility in larger numbers than the capacity of the teaching facilities or stations available in that room. Accepted reasons for exceeding class size norms shall include but not be limited to the following:

- a. There is no space available to permit scheduling of any additional classes in order to reduce size.
- b. Conformity to class size objective would result in placing classes on short term schedule or result in combination classes.
- c. Classes larger than the specified maximum are necessary to provide for specialized or experimental education.

**ARTICLE XI**  
**EVALUATIONS, RECORDS AND DISCIPLINE**

**Section 1. Observations Conducted Openly.**

All monitoring of observation of the work performance of the professional staff covered by this agreement shall be done openly with full knowledge of the individual involved.

**Section 2. Observation.**

In addition to the provisions of this Article XI of the collective bargaining agreement, all observations and evaluations will be developed and conducted in accordance with the "APPR Plan" negotiated by the parties pursuant to Education Law §3012-c and the agreed to APPR plan is considered part of this CBA . The parties recognize their mutual obligations to continue to review and modify the APPR plan as the parties deem necessary and proper from time-to-time. In the event the APPR law or regulations having the force and effect of law are modified or any judicial or quasi-judicial body takes action requiring modification of the APPR plan, the parties hereby agree to meet and modify the APPR plan accordingly. Probationary teachers shall receive at least two formal observations/evaluations each semester. Unless the teacher is participating in an approved professional growth plan, tenured teachers shall receive at least one formal observation and evaluation every year. The faculty shall be kept thoroughly

informed of evaluation procedures. No formal, observation of any teacher shall take place during the first two weeks or the last two weeks of school.

**Section 3. Observation And Evaluation Reports.**

All formal observations/evaluations shall result in written reports. A copy of the formal observations/evaluations prepared shall be given to the teacher prior to the conference with the supervisor who made the evaluation. No such report shall be placed in the teacher's file or otherwise acted upon without prior conference with the teacher.

**Section 4. Review of Personnel Files.**

Upon reasonable notice to the Superintendent, all materials placed in the teacher's file and originating within the school district shall be available for the teacher's review. If a teacher requests, he/she may have a teacher designated by him/her present when he/she reviews his/her folder in the presence of an administrator. Material of concern to the teacher shall not be placed in the file without the teacher having the opportunity to review and respond in writing to it. Upon request, the teacher may make copies of the documents. All official records shall be kept in the Office of the Superintendent.

All references and information originating outside of school district on the basis of confidentiality and information obtained within the school district in the process of evaluating the teacher for promotional employment shall not be subject to this agreement and, therefore, shall not be available for inspection by the teacher.

**Section 5. Teacher Discipline.**

If a teacher is reprimanded, warned, or disciplined by his/her supervisor for any infraction of the rules or delinquency in professional performance, such teacher shall have the right to discuss the matter further with the proper administrator and the specific incident shall also be reduced to written form, signed by the teacher and placed in his/her personnel file, only after the teacher has had ample opportunity to read and comment in written form. Such signature shall be understood to indicate his/her awareness of the material but in no instance shall said signature be interpreted to mean agreement with the content of the material. Such period of time to be within two (2) school days after the conference(s). Any teacher shall have the right to appeal to Personnel through the existing district table of organization. At any such conference the teacher shall have the right to have a member of the Association present. All such actions shall take place in an Administrative Office, preferably after school hours.

**Section 6. Notice of Status.**

In the event the performance or continued employment of a teacher is known to be questionable, it shall be indicated to the teacher on the evaluation and observation reports. A teacher who is not to be retained for the next year shall be so notified by June 1. However, probationary teachers who are not to be retained for the next year, due to reasons other than budget or enrollment, shall be notified by May 1. The right and responsibility to discipline or discharge all teachers for cause is exclusively reserved to the Board. The application of any disciplinary action may be exercised by the supervisory staff.

**ARTICLE XII**  
**PROMOTIONS**

**Section 1. Definition.**

Promotional positions are defined as follows: Positions paying a salary differential or positions on the administrative or supervisory level, including but not limited to positions as supervisor, director, principal, assistant principal, department chairperson, grade level coordinator, counselor, or coordinator.

**Section 2. Notices of Promotional Positions.**

a. Notices of such positions shall contain a job description, the qualifications for the position, the date position is to be opened, the salary range and instructions for filing applications.

b. When school is in session, written notice of promotional positions openings shall be posted on the faculty bulletin boards at least fifteen (15) school days before the final submission date of the application.

c. All teachers who request to be notified shall be notified by mail of any promotional positions which may have to be filled during the summer vacation period. All such teachers shall provide to the District a self-addressed envelope with their summer mailing address. The District shall then mail copies of the postings to those interested teachers. In addition, the Superintendent shall post in each main office a list of promotional vacancies to be filled during the summer vacation period.

**Section 3. Posting of Changes.**

In the event the qualifications for a particular position are to be changed, the Superintendent of Schools shall publicize the fact on faculty bulletin boards.

**Section 4. Selection.**

Where all other factors are substantially equal in the sole judgment of the Superintendent of Schools and the Board, preference shall be given to qualified applicants who are employed by the District.

**Section 5. Notice of Appointment.**

Prior to the general notice announcing the appointment, each applicant not selected for a promotional position shall receive a written notification of the action taken by the Board.

**ARTICLE XIII**  
**TRANSFERS/VACANCIES**

**Section 1. Vacancies/Voluntary Transfers.**

a. Prior to June 1<sup>st</sup> of each year, the Superintendent of Schools shall have posted on the faculty bulletin boards a list of known vacancies which shall exist at the start of the

following school year. A vacancy is defined as an unencumbered teaching position or an encumbered teaching position that shall be open for at least one full year. From June 1<sup>st</sup> to the end of the school year, any additional vacancies shall be posted as soon as possible. A transfer is defined as a teacher initiated, voluntary reassignment or an administrator initiated, involuntary reassignment.

b. Teachers who desire a transfer in grade or subject assignment shall file a written statement of such desire on the official form with the Building Principal. When any vacancies occur after the submission of this form, teachers interested in these vacancies shall have 15 days to amend their form. All teachers whose form indicates said desire, shall automatically be considered as applicants for any such vacancies and notified by the Building Principal.

c. During the summer vacation period, only those teachers whose form indicates a desire for voluntary reassignment matching a new vacancy shall be notified by mail of such.

d. In determination of requests for voluntary transfer the wishes of the individual teacher shall be honored to the extent that they do not, in the judgment of the Administration, conflict with the instructional requirements and best interests of the school system. If more than one teacher has applied for the same vacancy, the determination as to which teacher shall receive it shall be made by the Administration following consultations with Department Chairpersons or Grade Coordinators. In making such determination, seniority and the overall objectives and welfare of the educational process shall be the priorities.

e. Teachers entering a new tenure area voluntarily shall have a probationary period in the new area as prescribed by Education Law.

## **Section 2. Involuntary Transfers.**

a. Notice of involuntary transfer shall be given by June 1<sup>st</sup>.

b. When involuntary transfers or reassignments are necessary, qualified volunteers, if any, shall be sought and considered first. A teacher's area of specialization, including major and/or minor fields of study, quality of teaching performance, seniority and compatibility to the specific needs of the district shall be considered in determining which teacher is to be transferred.

c. An involuntary transfer or reassignment shall be made only after a meeting between the teacher involved and the Administration, at which time the teacher shall be notified of the reasons for the transfer. If the transfer is to be made during the summer vacation, every reasonable effort shall be made to notify the teacher. Such teacher may request the attendance of an Association member if a meeting is to be held.

d. By June 1<sup>st</sup>, a list of vacant positions in the District for the ensuing year shall be given to all teachers being involuntarily transferred or reassigned.

Such teachers may request the positions in order of preference to which they desire to be transferred. Teachers being involuntarily transferred or reassigned shall have preference over those seeking voluntary transfer or reassignment. Teachers who are involuntarily transferred or assigned shall be placed in a substantially equivalent position if one is available.

**Section 3. Notice of Transfer/Reassignment.**

a. Notice of transfer or reassignment shall be given to individual teachers as soon as possible.

b. No later than June 15<sup>st</sup>, the Superintendent of Schools, shall post a system-wide schedule showing the names of all teachers who have been transferred or reassigned and their new positions.

**Section 4. Seniority.**

Seniority shall be defined as the period of full-time service within the school district dating from the teacher's initial placement within the appropriate tenure area.

**ARTICLE XIV**  
**TEACHER PROTECTION**

**Section 1. Assault Reports.**

Teachers shall report in writing all cases of assault suffered by them in connection with their employment to the Building Principal as soon as possible. The matter shall then be referred to the school board attorney for appropriate action.

**Section 2. Legal Protection of Teachers.**

The Board shall provide legal protection for teachers in accordance with the New York State Education Law.

**Section 3. Absence From Injury.**

Whenever a teacher is absent from school and unable to perform his/her duty as the result of an assault or any other personal injury sustained on the job, he/she shall be paid his/her full salary less the amount of any Worker's Compensation payments or awards for the period of such absence up to one school year (180 days), No part of such absence shall be charged to his/her annual or accumulated sick leave. Physical examinations by a school doctor or physician designated by the Board may be required at reasonable times.

**Section 4. Student Removal.**

Students whose conduct is deemed insubordinate or disorderly, or whose conduct otherwise endangers the safety, morals, health or welfare of others, or whose physical or mental

condition endangers the health, safety or morals of himself or of others within his/her class may be recommended for temporary removal from the classroom by the teacher through a procedure as established by the appropriate Building Principal.

Final determination and decision as to actual status and action shall be made by the Building Principal and might be predicated upon investigation which would include the classroom teacher so recommending, proper pupil personnel staff and other staff recommendations: all the aforementioned being in accordance with Education Law.

## ARTICLE XV WORK AREA AND TEACHER FACILITIES

The following facilities shall be provided for in each school building.

### **Section 1. Teaching Stations.**

Teaching stations and related accommodations which shall allow teachers to perform professional duties and responsibilities.

### **Section 2. Storage and File Facilities.**

Lockable storage space shall be provided each teacher for ample, secure storage of instructional materials and supplies. A five drawer lateral file shall be made available to each department. Teachers shall be provided preparation stations which shall contain carrels and/or desks where teachers may work toward subsequent classes or other related professional matters. In the self-contained classrooms, a desk and file cabinet shall be provided for each teacher.

### **Section 3. Teacher Workroom and Dining Area.**

A teacher workroom and dining area shall be designated by the Building Principal. Copying equipment and calculators shall be available for teacher's use in such areas as assigned by the Building Principals. Computer hardware and software for the performance of teaching duties and classroom management (class attendance, progress reports, grades: word processing, test/quiz generating, budgeting, inventory and other applications as they evolve) shall be available in some mutually agreed upon area, (e.g., faculty room, library or department/grade offices).

### **Section 4. Teacher Reference Library.**

The Board shall provide a teacher reference library and include therein such texts and instructional materials as approved by the Administration which are requested by the teachers and which are within budgetary limitations.

### **Section 5. Keys and Intercom.**

Teachers shall be provided with bathroom and classroom keys and/or access to intercom within each room.

**Section 6. Telephone Access.**

A telephone shall be provided for teachers which assures privacy for the purpose of parental contacts.

**Section 7. Clerical and Aide Availability.**

Existing clerical staff, teacher aides and teaching assistants shall be available for reasonable assignments such as testing purposes, upon three (3) school days' notice to the Building Principal, and also assistance as required by Department Chairpersons and Grade Level Coordinators in the performance of their duties.

**Section 8. Custodial and Student Responsibility.**

Members of the instructional staff shall not be required to do any duties normally assigned to the custodial staff or which are the student's responsibility.

**ARTICLE XVI**  
**PROFESSIONAL DEVELOPMENT**

**Section 1. Conferences and Workshops.**

a. The staff is expected to actively participate in professional organizations and to always strive for self-improvement. With this thought in mind, the staff is encouraged to actively participate in professional conferences related to their teaching assignment. Staff members who have received prior written approval from the Superintendent may attend such meetings with all their approved expenses being considered a proper charge against the District. A sum of \$500 per grade or per department shall be allocated per year for this purpose. Upon approval of the Superintendent additional monies shall be granted for worthwhile proposals.

b. Some teacher or teachers from each secondary department, primary and intermediate grades and special areas shall be permitted to attend such conferences each year.

**Section 2. Advanced and Continued Study.**

a. In the best interest of the instructional program of the District, teachers shall confer with the Administration through normal procedures in regard to anticipated advanced or continued university study.

b. In granting approval for salary credit, the following areas shall be considered by the District:

i. The present status of the teacher's New York State Certification.

ii. The teacher's specific area of assignment at present.

iii. The present and anticipated needs of the District with regard to instructional and promotional positions.

iv. The teacher's areas of interest with regard to advanced study.

v. All graduate courses taken towards horizontal movement on the salary schedule must be part of a graduate degree program of the institution offering the course. However, the teacher need not be enrolled in any graduate degree program for advancement beyond the MA column.

### **Section 3. In-Service Education.**

a. The continuing improvement of the quality of instruction is a vital concern of every school system. In-service education is one means of achieving this goal and the District is deeply interested in encouraging the professional growth of the staff through such programs.

b. In-Service credit shall be granted when provided by SCOPE, NYSUT-ETP, MESTRACT, BOCES, LIPPS, the New York Center, together with any other agency recognized by the District, but not listed above.

c. Effective 7/1/06, no credit shall be given for courses taken through Dellacave or BEST.

d. In the event a teacher wishes to take a course that is not offered by one of the approved providers in paragraph "b" above, the teacher may request to receive credit for such course by submitting the course description and any other information requested by the Superintendent for review and prior approval. The Superintendent shall have the final decision to grant approval. However, such approval shall not be unreasonably withheld.

### **Section 4. Credit for Continuing Education.**

a. Courses taken toward placement on the appropriate salary column shall be credited after prior approval of proposed courses by the Superintendent of Schools and subsequent completion of the course(s).

b. For all teachers employed by the District on or after July 1, 1999, all approved courses earned prior to a teacher receiving a Masters Degree and used for lateral movement on the salary schedule shall not be used for any lateral movement on the salary schedule after a teacher has earned the Masters Degree.

c. For teachers seeking to apply educational credits for the movement on salary columns, the following shall apply once teachers have applied all credits earned towards column movement per paragraph b, above:

i. For the 2005-06 and 2006-07 school years, teachers shall not be able to advance more than three salary columns per year.

ii. Effective July 1, 2007, teachers shall not be able to advance more than two salary columns per year.

iii. Teachers shall not be able to apply more than 60%, (to a maximum cap of 45 between MA and MA +75) of the credits required for such movement in the form of in-service credits.

iv. One in-service education credit shall be given for each fifteen (15) clock hours of in-service time unless otherwise designated by the institution giving the in-service course on the District's Statement of Assurance form and approved by the Superintendent.

d. Effective July 1, 2001, all new hires shall not be eligible for placement on the B+15 and B+30 salary columns.

## **ARTICLE XVII**

### **TEACHER SICK LEAVE AND TEMPORARY LEAVE OF ABSENCE**

#### **Section 1. Teacher Personal Sick Leave.**

a. Notwithstanding past practice, all teachers shall be entitled to twelve (12) days of personal sick leave per year which shall accumulate year to year up to a maximum of 190 days.

b. Any teacher who has been credited with more than 190 accumulated personal sick leave days as of June 1999, shall maintain such total, but shall not accrue any additional personal sick leave days. Upon use of sick days by these individuals, the teacher shall be able to accumulate back up to, but not to exceed, the number of personal sick leave days the teacher had accrued as of June 1999. These sick days shall be used for any illness suffered by the teacher or member(s) of his/her immediate family including wife, husband, father, mother, sister, brother, son or daughter, grandparents, or spouse's mother or father. Any sick days used in a given year shall be subtracted from the twelve (12) days and the remainder shall be added to accumulation. In all cases of absence a written report on a form supplied by the District must be filed with the Building Principal by the employee. If the absence is for more than five (5) consecutive days, the Board may request a written statement from the attending physician.

i. Upon written documentation of the Board's physician, a teacher shall be granted forty-five (45) days sick leave after he or she has exhausted his/her sick leave.

ii. If a teacher is still unable to work, he/she shall be granted up to forty-five (45) additional days' sick leave pending further verification of the Board's physician.

iii. The provisions of Section 1 (b)(i) and (ii) above, shall only apply to those teachers employed prior to June 30, 1999.

c. Upon return to school in September, members of the professional staff shall be furnished an accumulated sick leave statement.

## **Section 2. Sick Leave Bank.**

A Sick Leave Bank shall be established and maintained in the following manner:

a. A Sick Leave Bank (the "Bank") shall be established by deducting one and one-half ( $\frac{1}{2}$ ) days from the annual sick leave of each teacher (and any other person covered by this agreement) currently employed or subsequently employed by the District. The District shall provide and contribute to the Bank, in addition to the aforementioned, one-half ( $\frac{1}{2}$ ) day for each person covered by this agreement.

At the commencement of the second year of this agreement (9/1/00), the District shall deduct one (1) day from the annual sick leave total of each teacher and other person covered by this agreement who is currently employed or subsequently employed by the District.

Thereafter, the District shall deduct annually one (1) day for each covered person until the Bank accumulates a number of days equal to three (3) times the number of eligible persons as of September first of each school year. In the event that the Bank is reduced by the use thereof to a number less than two and one-half ( $2\frac{1}{2}$ ) times the number of eligible persons employed as of June 30 of that year, then, at the commencement of the school year immediately following, a further deduction of one (1) day of the annual sick leave of each eligible person shall be made until the Bank reaches a level equal to or greater than three (3) times the number eligible persons employed as of September first.

b. In order to be eligible to apply for days from the Sick Leave Bank, a person must:

- Have exhausted his/her accumulated total of sick leave days.
- Have had an illness, during the year of application, of seven (7) continuous school days.
- If approved, an eligible person may draw upon this Bank for a total of up to fifteen (15) days per application and may reapply for additional days if necessary. The maximum lifetime allowance per teacher shall not exceed one hundred ninety (190) days. Under extraordinary circumstances, the 190-day maximum lifetime allowance may be waived upon the mutual agreement of the Superintendent of Schools and the President of the Association. The approval of each application and the number of days granted shall be as provided herein. Each applicant shall be notified, in writing, when the request is approved or denied.
- The Superintendent of Schools and the President of the Association, in conjunction with each other, shall accept or reject each application on the basis of its merits, and shall determine the number of days that may be granted from the Bank. Either may request written verification for the need for such days from a school physician, or another designated physician. If the Superintendent of Schools and

the President of the Association cannot agree on accepting or rejecting the application, then the District and Association shall select a doctor to examine the applicant. Such doctor shall be selected from a panel recommended by the American Medical Association. The method of selecting this doctor shall be similar to the method used by the American Arbitration Association in selecting an arbitrator. The determination of the doctor so selected shall be binding on all parties.

- Excluded from eligibility for coverage under this Bank are those absences for which recognized medical treatment is not being sought.
- A person who receives benefits under this provision shall be obligated to refund to the District any recovery made by such person for any disability claim (including Worker's Compensation) to the extent that such recovery is specifically identified as reimbursement for lost wages sustained by reason of the disability. Such refund shall not exceed the amount received by the person under this provision. Upon such refund, the District shall add the equivalent number of days to the Bank. The formula for determining the number of days to be returned shall be based upon one-two hundredth (1/200th) of the B.A. step 1 of the then current salary schedule.
- The above provision shall not apply to any person eligible for a disability pension as affirmed by the New York State Teachers Retirement System or any other applicable New York State retirement system.
- Persons no longer receiving any sick-time compensation (sick bank or other) may apply to the District for an unpaid leave of absence for medical reasons. Such leave may be granted by the District in its sole discretion.

### **Section 3. Death in the Family.**

Five (5) days leave shall be granted for each death in the immediate family. The immediate family includes wife, husband, father, mother, sister, brother, son or daughter, grandparents or spouse's mother or father. In the case of spouse's grandparents, brother or sister, two (2) days shall be granted. The Administration in its discretion may consider special cases.

### **Section 4. Jury Duty.**

Teachers summoned for jury duty or for witness in court shall not be considered absent. Teachers shall be paid the difference between the allowance for jury duty, not including mileage, and actual teaching salary.

### **Section 5. Professional Obligation.**

a. A teacher who is a duly certified delegate of the New York State Retirement System and who has given sufficient notice of his/her delegation to the Retirement Conference shall be granted one (1) day leave of absence without loss of pay. The District and the Association shall share the cost of conference expenses for up to two (2) days.

b. Twelve (12) full days shall be granted for Association use to attend conferences and conventions and to conduct union business. If needed, an

additional ten (10) full days shall be granted for Association use to attend conferences and conventions and to conduct union business at the expense of the Association.

**Section 6. Unexcused Absences.**

All absences other than specified shall be deemed unexcused and shall be deducted on the basis of 1/200th of the annual salary for each day of unexcused absence.

**Section 7. Notice of Short Term Absence.**

Whenever possible, two (2) school days' notice shall be given to the Administration before a requested temporary leave of absence.

**Section 8. Personal Days.**

Teachers shall be granted 3.5 personal days per year. No reason for the use of such personal days need be given, except if the personal day is taken contiguous to a school holiday. Under such circumstances, approval shall be granted upon satisfactory proof that the personal day is being used for one of the following purposes: (a) birth in the family; (b) graduation exercises by a family member; (c) fire, flood, or similar emergency in the home; (d) attending family wedding; (e) for religious observance. If a teacher should not use all of the personal days allowed under this provision in any given school year, then a maximum of .5 days shall be added to the following year's personal day allowance (for a maximum of four days in any given year). All other unused personal days shall be credited to accumulated sick leave per year

**ARTICLE XVIII**

**EXTENDED LEAVES OF ABSENCE**

**Section 1. Professional-Public Service.**

A leave of absence for one (1) full year without pay may in the discretion of the Board of Education be granted to tenure teachers for temporary employment in the interest of public service or professional growth.

**Section 2. Teaching Exchange.**

Upon recommendation of the Superintendent of Schools and the approval of the Board of Education, a teaching exchange may be made providing such exchange appears to offer a positive contribution to the educational program of the District. The Board shall compensate any teacher granted exchange teacher leave of absence on the basis of said teacher's regular salary status. Any period served as an exchange teacher shall be applied to the salary schedule set forth in Appendix A of the Agreement as if such period had been served by the teacher in the district.

**Section 3. Child Care Leave.**

a. A leave of absence shall be granted without pay for up to two years for child care.

b. If a teacher is on the payroll for at least 90 days during the school year in which a child care leave is taken, the teacher shall advance to the next step on the salary schedule, if applicable.

c. For non-tenured teachers, child care leave shall be an interruption of the probationary period and not in lieu of service in meeting the requirements of serving a probationary period.

d. A teacher shall not accumulate additional leave days or receive salary credit during child care leave.

e. Upon the conclusion of a child-birth related disability, employees shall be entitled to receive an additional nine (9) weeks of FMLA unpaid leave time. However, should the conclusion of such disability period occur at a time that the additional nine (9) weeks shall result in a total leave of less than the twelve (12) week statutory allowance, such statutory maximum for FMLA unpaid leave shall apply.

f. In the event a teacher wishes to take an unpaid child care leave beyond the period of time afforded in paragraph (e) above, a leave of absence shall be granted for up to two full (2) school years subject to the following rules and procedures.

1. Except when beginning immediately at the conclusion of the leave provision of paragraph (e), the request for the leave must commence on the first day of any of the four annual secondary level marking periods, irrespective of whether the unit member is assigned to elementary or secondary level.

2. Any portion of the unpaid leave that exists between the end of the paragraph (e) leave of absence and the end of the secondary marking period shall not count towards the two-year maximum, except when such leave time is carried over from the end of the prior secondary marking period or school year. In that circumstance the carried-over time is subsumed within the unpaid leave of absence.

3. Upon return to work, the leave must end on the last day of any secondary marking period.

4. If a unit member requests a leave of absence for a period of time less than the maximum (2 full school years) and subsequently requests an extension of the leave for any period of time up to the remaining maximum, the decision to grant such extension shall be at the sole discretion of the Board.

5. A request for an extension must be made at least sixty (60) days before the expiration of the leave. The District at its sole discretion may waive this minimum request period if the unit member provides an explanation of extraordinary circumstances that resulted in an inability to meet the minimum request period.

6. In the event a unit member wishes to terminate a leave of absence prior to the end of the leave period he or she may do so by notifying the District as appropriate for return on the first day of the marking period, with such dates aligned to reflect 60 days before the commencement of the upcoming marking period. However, if the return is based on loss of spouse's job or similar extraordinary circumstances the minimum

notice will be waived and the District shall notify the employee of the return to work date which shall be as soon as reasonably appropriate based on the employee and the District's needs.

**Section 4. Military Leave.**

Military leave shall be granted according to the provisions of Military Law of New York State, Sections 242 and 243.

**Section 5. Other Extended Leaves of Absence.**

Other leaves of absence may be granted upon recommendation of the Superintendent of Schools and approval of the Board. Should the leave be determined upon application to constitute a positive contribution to the Rocky Point educational system, credit on the salary schedule shall be granted for the duration of the absence.

**Section 6. Requests for Extension of Leave.**

A teacher may request an extension for any of the above leaves.

**Section 7. Return Status.**

Upon return from a leave of absence, a teacher shall be appointed whenever possible to the same position and grade level in which he/she served prior to the leave, or to a substantially equivalent position.

**Section 8. Limitations on Leaves.**

Time shall not accrue for purposes of tenure for probationary teachers while on the following types of leaves:

- a. Uncompensated (excluding military);
- b. Five (5) months or more of illness during the school year;
- c. Child care.

**ARTICLE XIX**  
**RETIREMENT INCENTIVE**

**Section 1. Incentive Amount.**

a. Effective 7/1/07, a retirement incentive of a lump sum payment of Fifty thousand dollars (\$50,000), shall be offered to any teacher meeting the eligibility requirements as set forth herein.

b. In order to receive the full (\$50,000), the teacher must have 190 accumulated sick days at time of retirement. Any teacher who has fewer than 190 sick days at the time of retirement shall receive the incentive on a pro-rated basis: (e.g. teacher with 170 days shall receive 89.5% of the (\$50,000) that is \$44,750.  $(170/190 = 89.5, 89.5\% \times (\$50,000) = \$44,750$ ).

c. Further, it is agreed that teachers shall not be able to apply days received from the Sick Day Bank, or any days that a teacher may have access to pursuant to Article XVII-1 (b), towards the accumulated sick days used in determining the teacher's incentive amount.

**Section 2. Eligibility.**

a. Any teacher who, during any school year, defined as September 1 through August 31, either first becomes eligible to retire in accordance with New York State Teacher's Retirement System ("TRS") or who reaches age 55, including teachers retiring with a penalty from TRS, and retires between June 30<sup>th</sup> and August 31<sup>st</sup> of that year.

b. It is understood that vesting one's retirement benefits does not qualify that person for eligibility under these provisions.

c. First eligible to retire in accordance with the New York State Teacher's Retirement System as stated above, means to retire and collect a pension without incurring a penalty.

**Section 3. Notification Requirements.**

Eligible employees must notify the Superintendent of Schools of his/her intention to retire, by irrevocable letter of retirement, no later than March 1<sup>st</sup> of the school year of retirement. Payment of the retirement incentive shall be made to teachers who meet the eligibility and notification requirements set forth herein on or before September 1<sup>st</sup> following the school year of retirement.

**Section 4. Election of Retirement Incentive Plan.**

In the event that New York State offers a retirement incentive plan (the "State Plan") on or before August 31<sup>st</sup> in any of the retirement periods, in which the District elects to participate, should said State Plan be subject to election by the District, and should said State Plan prohibit the teacher from receiving the benefits of both the State Plan and the Retirement Incentive (the "District Plan") as set forth above, such teacher must elect to participate in either the State Plan or the District Plan, If the teacher elects to participate in the State Plan, which prohibits the receipt of the District Plan, said teacher must, in writing, waive receipt of the benefits of the District Plan, according to law. In the event of such an election, the participant shall be required to return any sums received pursuant to the District Plan as a condition precedent to participation in the State Plan.

**Section 5. Non-Elective Employer Contributions.**

All retirement incentive payments shall be made as Non-Elective Employer Contributions, up to the statutory limit, pursuant to Internal Revenue Code § 403-(b).

**Section 6. Teaching Assistant Incentive.**

The following retirement incentive shall be offered to all teaching assistants during the teaching assistant's first year of eligibility to retire under TRS:

Payment for the teaching assistant's unused, accumulated sick days at the rate of FIFTY (\$50) DOLLARS per day, plus continuation, (family or individual coverage depending upon the teaching assistant's eligibility for same at the time of retirement), of health insurance (NYSHIP) into retirement at the same contribution rate of teachers and teaching assistants actively employed by the District, as amended by applicable successor collective bargaining agreements. If the plan is the family plan, it shall convert to individual plan upon the death of the teaching assistant for the surviving spouse provided said spouse is married to the teaching assistant at the time of retirement. In order to qualify for the incentive, the teaching assistant must notify the Superintendent of Schools of his/her intention to retire, by irrevocable letter of resignation, no later than March 1 of the school year of retirement.

## **ARTICLE XX**

### **SUMMER EMPLOYMENT**

#### **Section 1. Application and Appointment.**

a. All openings for summer employment and the compensation to be paid shall be adequately publicized by the Superintendent of Schools through notices placed in teachers' mailboxes by Association designated personnel.

b. Any teacher engaged for a summer school teaching position shall be notified in writing as soon as registration is completed.

c. It is to be understood that the summer teaching position is contingent upon the size of the summer session enrollment and that the teaching position either may not materialize or the number of teaching classes may be reduced upon a prorated salary.

d. When applications exceed the positions available, the best qualified and certified applicant in the judgment of the Board shall be selected. In making selections, consideration shall be given to qualified teachers within the District, the years of service within the District, and prior summer school teaching assignments. Applicants not chosen shall be notified in writing by June 1<sup>st</sup> when practicable.

e. Salary shall be calculated at the rate of six (6%) percent of BA Step I for each 1½ hour class, except that the compensation for teachers for curriculum writing and planning requested by the Superintendent of Schools shall be at the rate of Thirty-Five and no/100 (\$35.00) Dollars per hour. This includes the proctoring of all examinations.

f. Summer school teachers shall be granted one (1) sick day leave with no loss of salary.

#### **Section 2. Mutual Commitment.**

Upon receipt of written notice of appointment to a summer school session and acceptance of same, the District and the teacher are mutually obligated to this commitment. In the event that pupil enrollment necessitates the termination of any summer school session class, it is understood that the teacher shall fulfill his/her obligation through a transfer or assignment within the realm of the teacher's area of certification for the duration of the agreed session.

**ARTICLE XXI**  
**ASSOCIATION USE OF SCHOOL FACILITIES**

**Section 1. Use of Buildings.**

a. The Association, upon proper application, may use the school buildings at reasonable hours for meetings. Requests for the use of the buildings shall be made to the Superintendent of Schools.

b. Duly authorized members of the Association or persons designated by them shall be permitted to transact official Association business on school property at all reasonable times. This shall not interfere with or interrupt normal school operations for normal classroom teaching duties. This does not preclude the Association from inviting an outside representative to address the Association.

**Section 2. Faculty Bulletin Boards.**

The Association shall have the right to post notices of its activities and matters of Association concern on teacher bulletin boards and use the services of the inter-school carrier.

**Section 3. Mailboxes.**

Mailboxes may be used for distributing materials dealing with Association business.

**Section 4. Use of Telephones.**

The Association shall be permitted to use District phones provided that the District is paid for their usage.

**Section 5. Faculty Meetings.**

The Association shall be allotted time at the end of any faculty meeting to conduct business with its members. At orientation meetings the Association shall have a place on the agenda upon prior request.

**Section 6. Use of Equipment.**

The Association may use school facilities and equipment, adding machines and all types of audio-visual equipment at reasonable times, when such equipment is not otherwise in use, upon payment of a reasonable fee therefore. The Association shall likewise pay for the reasonable cost of all materials and supplies incident to such use.

**ARTICLE XXII GRIEVANCE  
PROCEDURE**

**Section 1. Purpose.**

It is the policy of the Board and the Association that all grievances shall be resolved informally or at the earliest possible stage of this grievance procedure. However, both parties recognize that the procedure must be available without any fear of discrimination because of its use. Informal settlements at any stage shall bind the immediate parties to the settlement but shall not be a precedent in a later grievance proceeding.

**Section 2. Definitions.**

a. A "Grievance" is any alleged violation of this agreement or any dispute with respect to its meaning or application.

b. A "teacher" shall mean all members of the employee unit represented by the Association.

c. An "aggrieved party" is the teacher or group of teachers who submit a grievance or on whose behalf it is submitted, the Association and (when it submits a grievance) the Board.

d. "Association Representative" shall mean the person or persons designated by the Association to act on behalf of an aggrieved person if so requested and/or to represent the Association at each stage of the grievance procedure excepting at the informal stage. At this stage, the representative of the aggrieved party must be a member of the Association.

**Section 3. Basic Principles.**

a. The Association shall be immediately notified of any grievances by the aggrieved party.

b. The Association shall have the right to represent the teacher(s) at any stage of the grievance procedures. If a teacher chooses not to be represented by the Association, the Association shall have the right to be present and state its views through Association representatives at all stages of the Grievance Procedures. In either case, the Association shall be considered a party of interest to the grievance.

c. All parties to a grievance shall have access at reasonable times to all written statements, communications and records pertaining to the grievance. Such documents shall be maintained in a separate confidential file.

d. All hearings shall be confidential except by mutual agreement.

e. In the event a grievance is filed near the end of the school year, the time limits set forth herein shall be reduced so that the grievance procedure may be completed by the end of the school year or as soon thereafter as may be practicable.

f. A grievance shall be deemed to have been waived unless presented within thirty (30) school days after the event or events on which the grievance is based, is known, or should reasonably have been known by the aggrieved party.

#### **Section 4. Submission of Grievances.**

a. A teacher or group of teachers may submit grievances which affect them personally and shall submit such grievances to the person allegedly responsible for causing the grievance or the designated administrator.

b. If a grievance affects a group or class of teachers, the grievance may be initiated by the teachers or the Association at the level of Chief School Administrator or designee. If a grievance affects all teachers within the recognized unit, it must be initiated at the level of the Chief School Administrator or designee.

c. The Board shall present grievances to the President of the Association through the Chief School Administrator or designee.

d. Where an individual teacher(s) does not elect to file a grievance which would have no effect on the other members of the Association, the Association shall have no right to file a grievance on behalf of the teacher(s) or the right to compel the teacher(s) to file a grievance.

e. A teacher(s) or Association shall have the right to withdraw a grievance at any level by submitting a written request to that effect to the designated administrator and the grievance shall be considered waived.

f. Before submission of a written grievance, the aggrieved party must attempt to resolve it informally. If not satisfactorily resolved within five (5) school days, the aggrieved party may submit a written statement of his or her position to the designated administrator with copies sent to the Chief School Administrator.

g. If a satisfactory written response is not received within ten (10) school days, a formal grievance shall be submitted on a form approved by the Board and the Association and shall identify the aggrieved party, the provision of the Agreement involved in the grievance, the time when, and the place where the alleged events or conditions constituting the grievance existed and, if known, the identity of the person responsible for causing such events or conditions and a general statement of the grievance and redress sought by the aggrieved party.

h. The Chief School Administrator or his/her designated representative shall upon request, confer with the aggrieved parties with respect to the grievance and shall deliver to the aggrieved parties a written statement of his/her decision with respect to it no later than ten (10) school days after it is received by him/her.

i. The number of days at each level shall be considered a maximum and every effort shall be made by the parties to expedite the process but the time limits may be extended by mutual agreement of the parties.

j. In the event the Association or the Board is not satisfied with the statement of the other with respect to a grievance, it may, within fifteen (15) school days after receiving the statement, refer the grievance to arbitration. There shall be a panel of arbitrators, selection of whom shall be made on a rotating basis. The panel shall be:

Martin Scheinman Arthur  
Riegel  
Roger Maher

**Section 5. Arbitration.**

a. The arbitrator's decision shall be in writing and shall set forth his/her findings, reasoning and conclusions on the issues submitted. The arbitrator shall make every effort to render a decision within thirty (30) days after the close of hearings. The arbitrator shall be without power or authority to make any decision which requires the commission of an act prohibited by law or which is volatile of the terms of this Agreement. The decision of the arbitrator shall be binding. The arbitrator shall have no power to alter, add to or subtract from the provisions of the Agreement.

b. The cost for the services of the arbitrator shall be borne equally by the parties.

c. Once the Board or the Association elects to submit a grievance to arbitration it shall automatically waive all other remedies or forums which otherwise may be available.

**ARTICLE XXIII  
SALARY**

**Section 1. Schedule.**

**Teachers**

- a. 2020-21: 1 step; 0.50% increase to scale
- b. 2021-22: 1 step; 1.00% increase to scale
- c. 2022-23: 1 step; 1.00% increase to scale
- d. 2023-24: 1 step; 1.25% increase to scale
- e. 2024-25: 1 step; 1.25% increase to scale
- f. 2025-26: 1 step; 1.25% increase to scale

**Teacher Assistants**

- a. 2020-21: 1 step; \$500 added to all steps of 2019-20 salary scale.
- b. 2021-26: 1 step, same scale % increases as Teachers for remainder of contract.

Appendix A reflects salary schedules for all years.

Appendix B increases equal to salary scale % increases for that year.

**ARTICLE XXIV  
LIAISON**

**Section 1. ROCKY POINT STUDENT SUPPORT SERVICES/SHARP Liaison.**

The District presently contracts with Eastern Suffolk BOCES (BOCES) for certain academic support and remediation programs, including the District's Rocky Point Student Support Services (RPSSS) and Striving for Higher Achievement at Rocky Point (SHARP) programs. In order to provide for a continuous feedback loop pertaining to student progress in these programs as well as in the regular school program, any member of the Association who is also employed by BOCES in either of these programs may also request appointment by the District's Board of Education as an RPSSS/SHARP Liaison. Responsibilities pertaining to this role will be mutually developed

and agreed upon by the District and the Association, as a condition precedent to any member of the Association being appointed to this role. Members appointed as RPSSS/SHARP Liaison's shall receive additional compensation in an amount equal to twenty dollars (\$20) for each hour of instruction performed as an RPSSS/SHARP instructor, said amount to be included in Schedule B of the Agreement for the 2013-14 school year and thereafter. Moreover, it is agreed that the Superintendent may, in his/her sole discretion, recommend to the District's Board of Education any member or other individual employed by BOCES in either of the aforementioned programs, ancillary programs, successor programs or supplemental programs who is employed therein in an instructional or non-instructional role, for appointment by the Rocky Point UFSD Board of Education as an RPSSS/SHARP Liaison. Said appointment recommendations, if subsequently approved by the District's Board of Education, shall be eligible for compensation under terms and conditions determined by the Superintendent or his/her designee and in an amount commensurate with that provided to all other individuals appointed as RPSSS/SHARP Liaisons.

**ARTICLE XXV**  
**THE AGREEMENT**

**Section 1. Copies of Agreement.**

Copies of this Agreement shall be printed at the expense of the Board and the Association and a copy given to each teacher.

**Section 2. Complete and Full Agreement.**

The provisions of this Agreement shall constitute the full and complete agreement between both parties and supersede all conflicting" rules and regulations of the District. They may be changed only through the mutual agreement of the Board and the Association. If any individual agreement or arrangement is inconsistent with this document, the contract shall be controlling.

**Section 3. Invalidity.**

If any provision of this Agreement, or any application of the Agreement shall be found contrary to law, then such provision or application shall be deemed invalid except to the extent permitted by law, but all other provisions or applications shall remain in full force and effect.

**Section 4. Legislative Action - Term of Agreement.**

IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISIONS OF THE AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFOR, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

It is further agreed that any article in this Agreement may be reopened upon the mutual consent of the Association and the District.

The provisions of the ratified Agreement between Rocky Point Union Free School District, Rocky Point, New York and Rocky Point Teachers' Association shall be effective as of July 1, 2020 and shall remain in full force and effect until June 30, 2026, unless terminated as set forth herein. Either the Association or the District may act to terminate the Agreement effective

June 30, 2018 by sending a letter indicating same (the "Termination Letter") by no later than March 1, 2018. The Termination Letter, if initiated by the Association, shall be delivered to the Superintendent of Schools and, if initiated by the District, shall be delivered to the President of the Association.

Either party, prior to January 15, 2026 or immediately upon either party exercising their early termination rights pursuant to Article XXV section 5, may request that negotiations be reopened for a successor contract.

**Section 5. Certified Teaching Assistants.**

The Board recognizes the Association as the exclusive representative of full-time, New York State Certified, teaching assistants employed by the District. Said teaching assistants are covered by the following provisions of the Agreement between the parties:

ARTICLES II, III, V, VIII (only sections 1, 5 and 6), IX (only as to work day and work year), XI, XII (only as to (2)(c)), XIII (only section 4—it being understood that prior service as a teacher aide shall be used as the tie breaker among teaching assistants with equal seniority), XIV, XV(only to the extent that teaching assistants shall have access to teacher work areas and facilities), XVII, XVIII (only sections 3, 4, 5, 6 and 8, except that a leave of absence for child care shall be limited to one (1) year per occurrence), XIX (only with respect to teaching assistants' incentive), XXII and XXIII, APPENDICIES A(only teaching assistant salary schedules), B and C.

IN WITNESS WHEREOF, the parties have hereunto set their hand and seal this \_\_\_\_ of \_\_\_\_\_, 2020, effective the 1<sup>st</sup> day of July, 2020.

**FOR THE ROCKY POINT UNION FREE SCHOOL DISTRICT**

By: \_\_\_\_\_

**DR. SCOTT O'BRIEN**  
Superintendent of Schools

By: \_\_\_\_\_

**SUSAN Y. SULLIVAN**  
President, BOE

**FOR THE ROCKY POINT TEACHERS' ASSOCIATION**

By: \_\_\_\_\_

**LAURIE BERRETTA**  
President, RPT

**APPENDIX A**

**SALARY SCHEDULES FOR THE YEARS 2020-2026**

Effective July 1, 2001 all new hires shall not be eligible for the B + 15 and B + 30 salary columns.

**Appendix A**  
**Teachers**

2020-21		0.50%										
Step	B	B15	B30	B45	B60	M	M15	M30	M45	M60	M75	PHD
1	48,143	50,310	52,477	54,646	57,051	57,051	59,462	61,872	64,273	66,682	69,038	71,394
2	50,310	52,477	54,646	56,813	59,462	59,462	61,872	64,273	66,682	69,089	71,496	73,903
3	52,477	54,646	56,813	58,978	61,872	61,872	64,273	66,682	69,089	71,496	73,904	76,312
4	54,646	56,813	58,978	61,146	64,273	64,273	66,682	69,089	71,496	73,904	76,311	78,719
5	56,813	58,978	61,146	63,314	66,682	66,682	69,089	71,496	73,904	76,311	78,720	81,129
6	58,978	61,146	63,314	65,480	69,089	69,089	71,496	73,904	76,311	78,720	81,124	83,533
7	61,146	63,314	65,480	67,647	71,496	71,496	73,904	76,311	78,720	81,124	83,534	85,941
8	63,314	65,480	67,647	69,814	73,904	73,904	76,311	78,720	81,124	83,534	85,940	88,347
9	65,480	67,647	69,814	71,980	76,311	76,311	78,720	81,124	83,534	85,940	88,349	90,759
10	67,647	69,814	71,980	74,147	79,053	79,053	81,799	84,542	87,286	90,029	92,773	95,516
11	69,814	71,980	74,147	76,315	81,799	81,799	84,542	87,286	90,029	92,773	95,517	98,263
12	71,980	74,147	76,315	78,483	84,542	84,542	87,286	90,029	92,773	95,517	98,263	101,004
13	74,147	76,315	78,483	80,651	87,286	87,286	90,029	92,773	95,517	98,263	101,003	103,746
14	74,147	76,315	80,651	82,821	90,029	90,029	92,773	95,517	98,263	101,003	103,747	106,492
15	0	0	82,821	84,986	92,773	92,773	95,517	98,263	101,003	103,747	106,492	109,236
16	0	0	84,986	87,155	95,517	95,517	98,263	101,003	103,747	106,492	109,236	111,979
17	0	0	87,155	89,320	98,263	98,263	101,003	103,747	106,492	109,236	111,979	114,725
18	0	0	89,320	91,486	101,003	101,003	103,747	106,492	109,236	111,979	114,725	117,467
19	0	0	91,486	93,656	103,747	103,747	106,492	109,236	111,979	114,725	117,466	120,208
20	0	0	93,656	95,822	106,492	106,492	109,236	111,979	114,725	117,466	120,209	122,954
21	0	0	95,822	97,989	109,236	109,236	111,979	114,725	117,466	120,209	122,954	125,699
22	0	0	97,989	100,154	111,979	111,979	114,725	117,466	120,209	122,954	125,697	128,439
23	0	0	98,968	101,156	113,099	113,099	115,872	118,641	121,411	124,183	126,955	129,723
24	0	0	99,958	102,168	114,229	114,229	117,031	119,828	122,625	125,425	128,224	131,021
25	0	0	100,958	103,190	115,372	115,372	118,201	121,026	123,851	126,679	129,506	132,331
26	0	0	102,789	105,060	117,466	117,466	120,348	123,225	126,103	128,981	131,858	134,736

2021-22		1.00%										
Step	B	B15	B30	B45	B60	M	M15	M30	M45	M60	M75	PHD
1	48,624	50,813	53,002	55,192	57,622	57,622	60,057	62,491	64,916	67,349	69,728	72,108
2	50,813	53,002	55,192	57,381	60,057	60,057	62,491	64,916	67,349	69,780	72,211	74,642
3	53,002	55,192	57,381	59,568	62,491	62,491	64,916	67,349	69,780	72,211	74,643	77,075
4	55,192	57,381	59,568	61,757	64,916	64,916	67,349	69,780	72,211	74,643	77,074	79,506
5	57,381	59,568	61,757	63,947	67,349	67,349	69,780	72,211	74,643	77,074	79,507	81,940
6	59,568	61,757	63,947	66,135	69,780	69,780	72,211	74,643	77,074	79,507	81,935	84,368
7	61,757	63,947	66,135	68,323	72,211	72,211	74,643	77,074	79,507	81,935	84,369	86,800
8	63,947	66,135	68,323	70,512	74,643	74,643	77,074	79,507	81,935	84,369	86,799	89,230
9	66,135	68,323	70,512	72,700	77,074	77,074	79,507	81,935	84,369	86,799	89,232	91,667
10	68,323	70,512	72,700	74,888	79,844	79,844	82,617	85,387	88,159	90,929	93,701	96,471
11	70,512	72,700	74,888	77,078	82,617	82,617	85,387	88,159	90,929	93,701	96,472	99,246
12	72,700	74,888	77,078	79,268	85,387	85,387	88,159	90,929	93,701	96,472	99,246	102,014
13	74,888	77,078	79,268	81,458	88,159	88,159	90,929	93,701	96,472	99,246	102,013	104,783
14	74,888	77,078	81,458	83,649	90,929	90,929	93,701	96,472	99,246	102,013	104,784	107,557
15	0	0	83,649	85,836	93,701	93,701	96,472	99,246	102,013	104,784	107,557	110,328
16	0	0	85,836	88,027	96,472	96,472	99,246	102,013	104,784	107,557	110,328	113,099
17	0	0	88,027	90,213	99,246	99,246	102,013	104,784	107,557	110,328	113,099	115,872
18	0	0	90,213	92,401	102,013	102,013	104,784	107,557	110,328	113,099	115,872	118,642
19	0	0	92,401	94,593	104,784	104,784	107,557	110,328	113,099	115,872	118,641	121,410
20	0	0	94,593	96,780	107,557	107,557	110,328	113,099	115,872	118,641	121,411	124,184
21	0	0	96,780	98,969	110,328	110,328	113,099	115,872	118,641	121,411	124,184	126,956
22	0	0	98,969	101,156	113,099	113,099	115,872	118,641	121,411	124,184	126,954	129,723
23	0	0	99,958	102,168	114,230	114,230	117,031	119,827	122,625	125,425	128,225	131,020
24	0	0	100,958	103,190	115,371	115,371	118,201	121,026	123,851	126,679	129,506	132,331
25	0	0	101,968	104,222	116,526	116,526	119,383	122,236	125,090	127,946	130,801	133,654
26	0	0	103,817	106,111	118,641	118,641	121,551	124,457	127,364	130,271	133,177	136,083

**Appendix A**  
**Teachers**

2022-23		1.00%										
Step	B	B15	B30	B45	B60	M	M15	M30	M45	M60	M75	PHD
1	49,110	51,321	53,532	55,744	58,198	58,198	60,658	63,116	65,565	68,022	70,425	72,829
2	51,321	53,532	55,744	57,955	60,658	60,658	63,116	65,565	68,022	70,478	72,933	75,388
3	53,532	55,744	57,955	60,164	63,116	63,116	65,565	68,022	70,478	72,933	75,389	77,846
4	55,744	57,955	60,164	62,375	65,565	65,565	68,022	70,478	72,933	75,389	77,845	80,301
5	57,955	60,164	62,375	64,586	68,022	68,022	70,478	72,933	75,389	77,845	80,302	82,759
6	60,164	62,375	64,586	66,796	70,478	70,478	72,933	75,389	77,845	80,302	82,754	85,212
7	62,375	64,586	66,796	69,006	72,933	72,933	75,389	77,845	80,302	82,754	85,213	87,668
8	64,586	66,796	69,006	71,217	75,389	75,389	77,845	80,302	82,754	85,213	87,667	90,122
9	66,796	69,006	71,217	73,427	77,845	77,845	80,302	82,754	85,213	87,667	90,124	92,584
10	69,006	71,217	73,427	75,637	80,642	80,642	83,443	86,241	89,041	91,838	94,638	97,436
11	71,217	73,427	75,637	77,849	83,443	83,443	86,241	89,041	91,838	94,638	97,437	100,238
12	73,427	75,637	77,849	80,061	86,241	86,241	89,041	91,838	94,638	97,437	100,238	103,034
13	75,637	77,849	80,061	82,273	89,041	89,041	91,838	94,638	97,437	100,238	103,033	105,831
14	75,637	77,849	82,273	84,485	91,838	91,838	94,638	97,437	100,238	103,033	105,832	108,633
15	0	0	84,485	86,694	94,638	94,638	97,437	100,238	103,033	105,832	108,633	111,431
16	0	0	86,694	88,907	97,437	97,437	100,238	103,033	105,832	108,633	111,431	114,230
17	0	0	88,907	91,115	100,238	100,238	103,033	105,832	108,633	111,431	114,230	117,031
18	0	0	91,115	93,325	103,033	103,033	105,832	108,633	111,431	114,230	117,031	119,828
19	0	0	93,325	95,539	105,832	105,832	108,633	111,431	114,230	117,031	119,827	122,624
20	0	0	95,539	97,748	108,633	108,633	111,431	114,230	117,031	119,827	122,625	125,426
21	0	0	97,748	99,959	111,431	111,431	114,230	117,031	119,827	122,625	125,426	128,226
22	0	0	99,959	102,168	114,230	114,230	117,031	119,827	122,625	125,426	128,224	131,020
23	0	0	100,958	103,190	115,372	115,372	118,201	121,025	123,851	126,679	129,507	132,330
24	0	0	101,968	104,222	116,525	116,525	119,383	122,236	125,090	127,946	130,801	133,654
25	0	0	102,988	105,264	117,691	117,691	120,577	123,458	126,341	129,225	132,109	134,991
26	0	0	104,855	107,172	119,827	119,827	122,767	125,702	128,638	131,574	134,509	137,444

2023-24		1.25%										
Step	B	B15	B30	B45	B60	M	M15	M30	M45	M60	M75	PHD
1	49,724	51,963	54,201	56,441	58,925	58,925	61,416	63,905	66,385	68,872	71,305	73,739
2	51,963	54,201	56,441	58,679	61,416	61,416	63,905	66,385	68,872	71,359	73,845	76,330
3	54,201	56,441	58,679	60,916	63,905	63,905	66,385	68,872	71,359	73,845	76,331	78,819
4	56,441	58,679	60,916	63,155	66,385	66,385	68,872	71,359	73,845	76,331	78,818	81,305
5	58,679	60,916	63,155	65,393	68,872	68,872	71,359	73,845	76,331	78,818	81,306	83,793
6	60,916	63,155	65,393	67,631	71,359	71,359	73,845	76,331	78,818	81,306	83,788	86,277
7	63,155	65,393	67,631	69,869	73,845	73,845	76,331	78,818	81,306	83,788	86,278	88,764
8	65,393	67,631	69,869	72,107	76,331	76,331	78,818	81,306	83,788	86,278	88,763	91,249
9	67,631	69,869	72,107	74,345	78,818	78,818	81,306	83,788	86,278	88,763	91,251	93,741
10	69,869	72,107	74,345	76,582	81,650	81,650	84,486	87,319	90,154	92,986	95,821	98,654
11	72,107	74,345	76,582	78,822	84,486	84,486	87,319	90,154	92,986	95,821	98,655	101,491
12	74,345	76,582	78,822	81,062	87,319	87,319	90,154	92,986	95,821	98,655	101,491	104,322
13	76,582	78,822	81,062	83,301	90,154	90,154	92,986	95,821	98,655	101,491	104,321	107,154
14	76,582	78,822	83,301	85,541	92,986	92,986	95,821	98,655	101,491	104,321	107,155	109,991
15	0	0	85,541	87,778	95,821	95,821	98,655	101,491	104,321	107,155	109,991	112,824
16	0	0	87,778	90,018	98,655	98,655	101,491	104,321	107,155	109,991	112,824	115,658
17	0	0	90,018	92,254	101,491	101,491	104,321	107,155	109,991	112,824	115,658	118,494
18	0	0	92,254	94,492	104,321	104,321	107,155	109,991	112,824	115,658	118,494	121,326
19	0	0	94,492	96,733	107,155	107,155	109,991	112,824	115,658	118,494	121,325	124,157
20	0	0	96,733	98,970	109,991	109,991	112,824	115,658	118,494	121,325	124,158	126,994
21	0	0	98,970	101,208	112,824	112,824	115,658	118,494	121,325	124,158	126,994	129,829
22	0	0	101,208	103,445	115,658	115,658	118,494	121,325	124,158	126,994	129,827	132,658
23	0	0	102,220	104,480	116,814	116,814	119,679	122,538	125,399	128,262	131,126	133,984
24	0	0	103,243	105,525	117,982	117,982	120,875	123,764	126,654	129,545	132,436	135,325
25	0	0	104,275	106,580	119,162	119,162	122,084	125,001	127,920	130,840	133,760	136,678
26	0	0	106,166	108,512	121,325	121,325	124,302	127,273	130,246	133,219	136,190	139,162

**Appendix A**  
**Teachers**

**2024-25**     **1.25%**

Step	B	B15	B30	B45	B60	M	M15	M30	M45	M60	M75	PHD
1	50,346	52,613	54,879	57,147	59,662	59,662	62,184	64,704	67,215	69,733	72,196	74,661
2	52,613	54,879	57,147	59,412	62,184	62,184	64,704	67,215	69,733	72,251	74,768	77,284
3	54,879	57,147	59,412	61,677	64,704	64,704	67,215	69,733	72,251	74,768	77,285	79,804
4	57,147	59,412	61,677	63,944	67,215	67,215	69,733	72,251	74,768	77,285	79,803	82,321
5	59,412	61,677	63,944	66,210	69,733	69,733	72,251	74,768	77,285	79,803	82,322	84,840
6	61,677	63,944	66,210	68,476	72,251	72,251	74,768	77,285	79,803	82,322	84,835	87,355
7	63,944	66,210	68,476	70,742	74,768	74,768	77,285	79,803	82,322	84,835	87,356	89,874
8	66,210	68,476	70,742	73,008	77,285	77,285	79,803	82,322	84,835	87,356	89,873	92,390
9	68,476	70,742	73,008	75,274	79,803	79,803	82,322	84,835	87,356	89,873	92,392	94,913
10	70,742	73,008	75,274	77,539	82,671	82,671	85,542	88,410	91,281	94,148	97,019	99,887
11	73,008	75,274	77,539	79,807	85,542	85,542	88,410	91,281	94,148	97,019	99,888	102,760
12	75,274	77,539	79,807	82,075	88,410	88,410	91,281	94,148	97,019	99,888	102,760	105,626
13	77,539	79,807	82,075	84,342	91,281	91,281	94,148	97,019	99,888	102,760	105,625	108,493
14	77,539	79,807	84,342	86,610	94,148	94,148	97,019	99,888	102,760	105,625	108,494	111,366
15	0	0	86,610	88,875	97,019	97,019	99,888	102,760	105,625	108,494	111,366	114,234
16	0	0	88,875	91,143	99,888	99,888	102,760	105,625	108,494	111,366	114,234	117,104
17	0	0	91,143	93,407	102,760	102,760	105,625	108,494	111,366	114,234	117,104	119,975
18	0	0	93,407	95,673	105,625	105,625	108,494	111,366	114,234	117,104	119,975	122,843
19	0	0	95,673	97,942	108,494	108,494	111,366	114,234	117,104	119,975	122,842	125,709
20	0	0	97,942	100,207	111,366	111,366	114,234	117,104	119,975	122,842	125,710	128,581
21	0	0	100,207	102,473	114,234	114,234	117,104	119,975	122,842	125,710	128,581	131,452
22	0	0	102,473	104,738	117,104	117,104	119,975	122,842	125,710	128,581	131,450	134,316
23	0	0	103,498	105,786	118,274	118,274	121,175	124,070	126,966	129,865	132,765	135,659
24	0	0	104,534	106,844	119,457	119,457	122,386	125,311	128,237	131,164	134,091	137,017
25	0	0	105,578	107,912	120,652	120,652	123,610	126,564	129,519	132,476	135,432	138,386
26	0	0	107,493	109,868	122,842	122,842	125,856	128,864	131,874	134,884	137,892	140,902

**2025-26**     **1.25%**

Step	B	B15	B30	B45	B60	M	M15	M30	M45	M60	M75	PHD
1	50,975	53,271	55,565	57,861	60,408	60,408	62,961	65,513	68,055	70,605	73,098	75,594
2	53,271	55,565	57,861	60,155	62,961	62,961	65,513	68,055	70,605	73,154	75,703	78,250
3	55,565	57,861	60,155	62,448	65,513	65,513	68,055	70,605	73,154	75,703	78,251	80,802
4	57,861	60,155	62,448	64,743	68,055	68,055	70,605	73,154	75,703	78,251	80,801	83,350
5	60,155	62,448	64,743	67,038	70,605	70,605	73,154	75,703	78,251	80,801	83,351	85,901
6	62,448	64,743	67,038	69,332	73,154	73,154	75,703	78,251	80,801	83,351	85,895	88,447
7	64,743	67,038	69,332	71,626	75,703	75,703	78,251	80,801	83,351	85,895	88,448	90,997
8	67,038	69,332	71,626	73,921	78,251	78,251	80,801	83,351	85,895	88,448	90,996	93,545
9	69,332	71,626	73,921	76,215	80,801	80,801	83,351	85,895	88,448	90,996	93,547	96,099
10	71,626	73,921	76,215	78,508	83,704	83,704	86,611	89,515	92,422	95,325	98,232	101,136
11	73,921	76,215	78,508	80,805	86,611	86,611	89,515	92,422	95,325	98,232	101,137	104,045
12	76,215	78,508	80,805	83,101	89,515	89,515	92,422	95,325	98,232	101,137	104,045	106,946
13	78,508	80,805	83,101	85,396	92,422	92,422	95,325	98,232	101,137	104,045	106,945	109,849
14	78,508	80,805	85,396	87,693	95,325	95,325	98,232	101,137	104,045	106,945	109,850	112,758
15	0	0	87,693	89,986	98,232	98,232	101,137	104,045	106,945	109,850	112,758	115,662
16	0	0	89,986	92,282	101,137	101,137	104,045	106,945	109,850	112,758	115,662	118,568
17	0	0	92,282	94,575	104,045	104,045	106,945	109,850	112,758	115,662	118,568	121,475
18	0	0	94,575	96,869	106,945	106,945	109,850	112,758	115,662	118,568	121,475	124,379
19	0	0	96,869	99,166	109,850	109,850	112,758	115,662	118,568	121,475	124,378	127,280
20	0	0	99,166	101,460	112,758	112,758	115,662	118,568	121,475	124,378	127,281	130,188
21	0	0	101,460	103,754	115,662	115,662	118,568	121,475	124,378	127,281	130,188	133,095
22	0	0	103,754	106,047	118,568	118,568	121,475	124,378	127,281	130,188	133,093	135,995
23	0	0	104,792	107,108	119,752	119,752	122,690	125,621	128,553	131,488	134,425	137,355
24	0	0	105,841	108,180	120,950	120,950	123,916	126,877	129,840	132,804	135,767	138,730
25	0	0	106,898	109,261	122,160	122,160	125,155	128,146	131,138	134,132	137,125	140,116
26	0	0	108,837	111,241	124,378	124,378	127,429	130,475	133,522	136,570	139,616	142,663

**Appendix A**  
**Teacher Assistants**

**2020-21 \$500 added to each step**

Step	Level I	Level II	Level III	Pre-Prof
1	18,850	20,571	24,585	28,025
2	19,424	21,144	25,731	29,172
3	19,997	21,717	26,878	30,319
4	20,571	22,291	28,025	31,466
5	21,144	22,865	29,173	32,612

**2021-22 1.00%**

Step	Level I	Level II	Level III	Pre-Prof
1	19,039	20,777	24,831	28,305
2	19,618	21,355	25,988	29,464
3	20,197	21,934	27,147	30,622
4	20,777	22,514	28,305	31,781
5	21,355	23,094	29,465	32,938

**2022-23 1.00%**

Step	Level I	Level II	Level III	Pre-Prof
1	19,229	20,985	25,079	28,588
2	19,814	21,569	26,248	29,759
3	20,399	22,153	27,418	30,928
4	20,985	22,739	28,588	32,099
5	21,569	23,325	29,760	33,267

**2023-24 1.25%**

Step	Level I	Level II	Level III	Pre-Prof
1	19,469	21,247	25,392	28,945
2	20,062	21,839	26,576	30,131
3	20,654	22,430	27,761	31,315
4	21,247	23,023	28,945	32,500
5	21,839	23,617	30,132	33,683

**2024-25 1.25%**

Step	Level I	Level II	Level III	Pre-Prof
1	19,712	21,513	25,709	29,307
2	20,313	22,112	26,908	30,508
3	20,912	22,710	28,108	31,706
4	21,513	23,311	29,307	32,906
5	22,112	23,912	30,509	34,104

**2025-26 1.25%**

Step	Level I	Level II	Level III	Pre-Prof
1	19,958	21,782	26,030	29,673
2	20,567	22,388	27,244	30,889
3	21,173	22,994	28,459	32,102
4	21,782	23,602	29,673	33,317
5	22,388	24,211	30,890	34,530

**APPENDIX B**

**EXTRA-CURRICULAR ACTIVITIES COMPENSATION**

APPENDIX B: EXTRA-CURRICULAR COMPENSATION		2020-21	2021-22	2022-23	2023-24	2024-25	2025-26
		0.50%	1.00%	1.00%	1.25%	1.25%	1.25%
<b>1. Music</b>							
a.	11-12 Band	\$5,555	\$5,611	\$5,667	\$5,738	\$5,810	\$5,883
b.	9-10 Band	\$4,293	\$4,336	\$4,379	\$4,434	\$4,489	\$4,545
c.	7 <sup>th</sup> Grade Band	\$3,333	\$3,366	\$3,400	\$3,443	\$3,486	\$3,530
d.	8 <sup>th</sup> Grade Band	\$3,333	\$3,366	\$3,400	\$3,443	\$3,486	\$3,530
e.	6 <sup>th</sup> Grade Band	\$2,082	\$2,103	\$2,124	\$2,151	\$2,178	\$2,205
f.	5 <sup>th</sup> Grade Band	\$2,082	\$2,103	\$2,124	\$2,151	\$2,178	\$2,205
g.	Marching Band	\$5,555	\$5,611	\$5,667	\$5,738	\$5,810	\$5,883
h.	9-12 Orchestra	\$4,293	\$4,336	\$4,379	\$4,434	\$4,489	\$4,545
i.	Orchestra 6	\$2,082	\$2,103	\$2,124	\$2,151	\$2,178	\$2,205
j.	Orchestra 7-8	\$2,082	\$2,103	\$2,124	\$2,151	\$2,178	\$2,205
k.	5 <sup>th</sup> Grade Orchestra	\$2,082	\$2,103	\$2,124	\$2,151	\$2,178	\$2,205
l.	Senior High Choral Director	\$2,778	\$2,806	\$2,834	\$2,869	\$2,905	\$2,941
m.	8 <sup>th</sup> Grade Chorus	\$2,082	\$2,103	\$2,124	\$2,151	\$2,178	\$2,205
n.	7 <sup>th</sup> Grade Chorus	\$2,082	\$2,103	\$2,124	\$2,151	\$2,178	\$2,205
o.	6 <sup>th</sup> Grade Chorus	\$2,082	\$2,103	\$2,124	\$2,151	\$2,178	\$2,205
p.	Elementary Chorus (Grade 2)	\$2,082	\$2,103	\$2,124	\$2,151	\$2,178	\$2,205
q.	Elementary Chorus (Grade 3)	\$2,082	\$2,103	\$2,124	\$2,151	\$2,178	\$2,205
r.	Elementary Chorus (Grade 4-5)	\$2,082	\$2,103	\$2,124	\$2,151	\$2,178	\$2,205
s.	Elementary Chorus (Grade 2) Assistant	\$1,249	\$1,261	\$1,274	\$1,290	\$1,306	\$1,322
t.	High Notes Chorus (JAE)	\$2,082	\$2,103	\$2,124	\$2,151	\$2,178	\$2,205
u.	Marching Band Assistant	\$2,778	\$2,806	\$2,834	\$2,869	\$2,905	\$2,941
<b>2. HS &amp; MS Musical</b>							
a.	Executive Director of the Production HS	\$4,861	\$4,910	\$4,959	\$5,021	\$5,084	\$5,148
b.	Director of Dramatics-HS/MS	\$2,778	\$2,806	\$2,834	\$2,869	\$2,905	\$2,941
c.	Choreographer--HS/MS	\$2,361	\$2,385	\$2,409	\$2,439	\$2,469	\$2,500
d.	Production Manager--HS/MS	\$1,666	\$1,683	\$1,700	\$1,721	\$1,743	\$1,765
e.	Set Building--HS/MS	\$2,082	\$2,103	\$2,124	\$2,151	\$2,178	\$2,205
f.	Set Painting--HS/MS	\$1,389	\$1,403	\$1,417	\$1,435	\$1,453	\$1,471
g.	Stage Manager -- HS	\$1,844	\$1,862	\$1,881	\$1,905	\$1,929	\$1,953
h.	Vocal Coach--HS	\$2,082	\$2,103	\$2,124	\$2,151	\$2,178	\$2,205
i.	Technical Advisor Musical Production--HS	\$2,361	\$2,385	\$2,409	\$2,439	\$2,469	\$2,500
<b>3. Dramatics High School &amp; Middle School</b>							
a.	Drama Coach -- Per Production	\$2,430	\$2,454	\$2,479	\$2,510	\$2,541	\$2,573
b.	Production Manager--Per Production	\$1,389	\$1,403	\$1,417	\$1,435	\$1,453	\$1,471
<b>4. Middle School/High School Clubs and Activities*</b>							
<b>Group A</b>							
	Art 6 - MS	\$1,249	\$1,261	\$1,274	\$1,290	\$1,306	\$1,322
	Art 7/8 - MS	\$1,249	\$1,261	\$1,274	\$1,290	\$1,306	\$1,322
	Athletes Helping Athletes	\$1,249	\$1,261	\$1,274	\$1,290	\$1,306	\$1,322
	Be a Nice Neighbor	\$1,249	\$1,261	\$1,274	\$1,290	\$1,306	\$1,322
	Book of the Month -- MS	\$1,249	\$1,261	\$1,274	\$1,290	\$1,306	\$1,322
	Chess Clubs -- MS/HS (2 separate clubs)	\$1,249	\$1,261	\$1,274	\$1,290	\$1,306	\$1,322
	Department Clubs	\$1,249	\$1,261	\$1,274	\$1,290	\$1,306	\$1,322
	Department Honor Society	\$1,249	\$1,261	\$1,274	\$1,290	\$1,306	\$1,322
	Fashion Club	\$1,249	\$1,261	\$1,274	\$1,290	\$1,306	\$1,322
	Friends of Rachel Club - MS	\$1,249	\$1,261	\$1,274	\$1,290	\$1,306	\$1,322
	Best Buddies Club (Up to 2 Advisors)	\$1,249	\$1,261	\$1,274	\$1,290	\$1,306	\$1,322
	Jazz Band Ensemble	\$1,249	\$1,261	\$1,274	\$1,290	\$1,306	\$1,322
	Gay and Straight Alliance -- HS	\$1,249	\$1,261	\$1,274	\$1,290	\$1,306	\$1,322
	Debate Club--HS	\$1,249	\$1,261	\$1,274	\$1,290	\$1,306	\$1,322
	Human Rights Club--HS	\$1,249	\$1,261	\$1,274	\$1,290	\$1,306	\$1,322
	Manga Club -- HS	\$1,249	\$1,261	\$1,274	\$1,290	\$1,306	\$1,322
	Mark Twain Contest -- HS	\$1,249	\$1,261	\$1,274	\$1,290	\$1,306	\$1,322
	Math Team HS 10-12	\$1,249	\$1,261	\$1,274	\$1,290	\$1,306	\$1,322
	Mock Trial -- HS	\$1,249	\$1,261	\$1,274	\$1,290	\$1,306	\$1,322

<b>APPENDIX B: EXTRA-CURRICULAR COMPENSATION</b>	<b>2020-21</b>	<b>2021-22</b>	<b>2022-23</b>	<b>2023-24</b>	<b>2024-25</b>	<b>2025-26</b>
	<b>0.50%</b>	<b>1.00%</b>	<b>1.00%</b>	<b>1.25%</b>	<b>1.25%</b>	<b>1.25%</b>
Natural Helpers – MS	\$1,249	\$1,261	\$1,274	\$1,290	\$1,306	\$1,322
Skills USA – HS	\$1,249	\$1,261	\$1,274	\$1,290	\$1,306	\$1,322
Thespian Society – HS	\$1,249	\$1,261	\$1,274	\$1,290	\$1,306	\$1,322
Video Production Club -- MS/HS (2 separate clubs)	\$1,249	\$1,261	\$1,274	\$1,290	\$1,306	\$1,322
Guitar Club -- MS/HS (2 separate clubs)	\$1,249	\$1,261	\$1,274	\$1,290	\$1,306	\$1,322
Sound Choices-Music Club	\$1,249	\$1,261	\$1,274	\$1,290	\$1,306	\$1,322
History Club--HS	\$1,249	\$1,261	\$1,274	\$1,290	\$1,306	\$1,322
English Honor Society--HS	\$1,249	\$1,261	\$1,274	\$1,290	\$1,306	\$1,322
History Honor Society--HS	\$1,249	\$1,261	\$1,274	\$1,290	\$1,306	\$1,322
Garden Club--MS	\$1,249	\$1,261	\$1,274	\$1,290	\$1,306	\$1,322
Creative Writing Club--MS	\$1,249	\$1,261	\$1,274	\$1,290	\$1,306	\$1,322
Variety Show--HS	\$1,249	\$1,261	\$1,274	\$1,290	\$1,306	\$1,322
Peer-2-Peer Writing Center--HS	\$1,249	\$1,261	\$1,274	\$1,290	\$1,306	\$1,322
Intramural Club Grade 6--MS	\$1,249	\$1,261	\$1,274	\$1,290	\$1,306	\$1,322
Intramural Club Grades 7 & 8--MS	\$1,249	\$1,261	\$1,274	\$1,290	\$1,306	\$1,322
Creative Writing Club--MS	\$1,249	\$1,261	\$1,274	\$1,290	\$1,306	\$1,322
Creative Writing Club--MS	\$1,249	\$1,261	\$1,274	\$1,290	\$1,306	\$1,322
Rookie Robotics – MS	\$1,249	\$1,261	\$1,274	\$1,290	\$1,306	\$1,322
<b>Group B</b>						
6th Grade Advisor	\$2,082	\$2,103	\$2,124	\$2,151	\$2,178	\$2,205
7th Grade Advisor	\$2,082	\$2,103	\$2,124	\$2,151	\$2,178	\$2,205
8th Grade Advisor	\$2,082	\$2,103	\$2,124	\$2,151	\$2,178	\$2,205
9th Grade Advisor	\$2,082	\$2,103	\$2,124	\$2,151	\$2,178	\$2,205
10th Grade Advisor	\$2,082	\$2,103	\$2,124	\$2,151	\$2,178	\$2,205
Middle School Community Service	\$2,082	\$2,103	\$2,124	\$2,151	\$2,178	\$2,205
Junior Honor Society	\$2,082	\$2,103	\$2,124	\$2,151	\$2,178	\$2,205
Leaders Club	\$2,082	\$2,103	\$2,124	\$2,151	\$2,178	\$2,205
S.A.D.D.	\$2,082	\$2,103	\$2,124	\$2,151	\$2,178	\$2,205
Senior Honor Society	\$2,082	\$2,103	\$2,124	\$2,151	\$2,178	\$2,205
Varsity Club	\$2,082	\$2,103	\$2,124	\$2,151	\$2,178	\$2,205
<b>Group C</b>						
11th Grade Advisor	\$3,472	\$3,507	\$3,542	\$3,586	\$3,631	\$3,676
Middle School Newspaper (5 issues min)	\$3,472	\$3,507	\$3,542	\$3,586	\$3,631	\$3,676
School Store	\$3,472	\$3,507	\$3,542	\$3,586	\$3,631	\$3,676
Director of Robotics MS	\$2,778	\$2,806	\$2,834	\$2,869	\$2,905	\$2,941
Assistant Director of Robotics MS	\$1,666	\$1,683	\$1,700	\$1,721	\$1,743	\$1,765
Director of Robotics HS	\$4,260	\$4,303	\$4,346	\$4,400	\$4,455	\$4,511
Assistant Director of Robotics HS	\$2,130	\$2,151	\$2,173	\$2,200	\$2,228	\$2,256
Interact Club	\$3,472	\$3,507	\$3,542	\$3,586	\$3,631	\$3,676
<b>Group D</b>						
12th Grade Advisor	\$5,555	\$5,611	\$5,667	\$5,738	\$5,810	\$5,883
HS School Newspaper (8 issues min)	\$5,555	\$5,611	\$5,667	\$5,738	\$5,810	\$5,883
Student Council HS	\$5,555	\$5,611	\$5,667	\$5,738	\$5,810	\$5,883
Student Council MS	\$5,555	\$5,611	\$5,667	\$5,738	\$5,810	\$5,883
<b>Group E</b>						
HS Yearbook	\$7,637	\$7,713	\$7,790	\$7,887	\$7,986	\$8,086
MS Yearbook	\$5,730	\$5,787	\$5,845	\$5,918	\$5,992	\$6,067
FJC/JAE Memory Book	\$1,654	\$1,671	\$1,688	\$1,709	\$1,730	\$1,752
<b>5. JAE Clubs</b>						
<b>Group F</b>						
Academic Leadership	\$1,249	\$1,261	\$1,274	\$1,290	\$1,306	\$1,322
Crafty Cooks Club	\$1,249	\$1,261	\$1,274	\$1,290	\$1,306	\$1,322
Drama	\$1,249	\$1,261	\$1,274	\$1,290	\$1,306	\$1,322
Literary Magazine	\$1,249	\$1,261	\$1,274	\$1,290	\$1,306	\$1,322
Student Council	\$1,249	\$1,261	\$1,274	\$1,290	\$1,306	\$1,322
Technology Club	\$1,249	\$1,261	\$1,274	\$1,290	\$1,306	\$1,322

APPENDIX B: EXTRA-CURRICULAR COMPENSATION		2020-21	2021-22	2022-23	2023-24	2024-25	2025-26
		0.50%	1.00%	1.00%	1.25%	1.25%	1.25%
Book Club		\$1,249	\$1,261	\$1,274	\$1,290	\$1,306	\$1,322
Feeling Good Fitness Club		\$1,249	\$1,261	\$1,274	\$1,290	\$1,306	\$1,322
Journalism Club		\$1,249	\$1,261	\$1,274	\$1,290	\$1,306	\$1,322
STEM Science Club		\$1,249	\$1,261	\$1,274	\$1,290	\$1,306	\$1,322
Math Club		\$1,249	\$1,261	\$1,274	\$1,290	\$1,306	\$1,322
Yoga Club		\$1,249	\$1,261	\$1,274	\$1,290	\$1,306	\$1,322
<b>6. FJC Clubs</b>							
<b>Group G</b>							
Garden Club		\$1,249	\$1,261	\$1,274	\$1,290	\$1,306	\$1,322
Science Club		\$1,249	\$1,261	\$1,274	\$1,290	\$1,306	\$1,322
Drama Club		\$1,250	\$1,263	\$1,276	\$1,292	\$1,308	\$1,324
Choral Club		\$1,249	\$1,261	\$1,274	\$1,290	\$1,306	\$1,322
Crafty Kids Club		\$1,249	\$1,261	\$1,274	\$1,290	\$1,306	\$1,322
<b>7. Home Tutoring/ALC Tutoring Per Hour</b>		\$49	\$49	\$49	\$50	\$51	\$52
<b>8. Department Chairpersons</b>							
1-3 Teachers		\$4,861	\$4,910	\$4,959	\$5,021	\$5,084	\$5,148
4-7 Teachers		\$5,417	\$5,471	\$5,526	\$5,595	\$5,665	\$5,736
8-12 Teachers		\$5,833	\$5,891	\$5,950	\$6,024	\$6,099	\$6,175
13+ Teachers		\$6,388	\$6,452	\$6,517	\$6,598	\$6,680	\$6,764
<b>9. Elementary Coordinators</b>							
Science K-2		\$5,555	\$5,611	\$5,667	\$5,738	\$5,810	\$5,883
Science 3-5		\$5,555	\$5,611	\$5,667	\$5,738	\$5,810	\$5,883
Special Education K-2		\$5,555	\$5,611	\$5,667	\$5,738	\$5,810	\$5,883
Special Education 3-5		\$5,555	\$5,611	\$5,667	\$5,738	\$5,810	\$5,883
Literacy Gr. K-2		\$5,555	\$5,611	\$5,667	\$5,738	\$5,810	\$5,883
Literacy Gr. 3-5		\$5,555	\$5,611	\$5,667	\$5,738	\$5,810	\$5,883
<b>10. District Music Chairperson</b>		\$6,944	\$7,013	\$7,083	\$7,172	\$7,262	\$7,353
<b>11. CPSE Chairperson</b>		\$11,137	\$11,248	\$11,360	\$11,502	\$11,646	\$11,792
<b>12. Academic Coaching</b>							
Not to Exceed, Per Activity		\$1,459	\$1,474	\$1,489	\$1,508	\$1,527	\$1,546
Per Hour		\$49	\$49	\$49	\$50	\$51	\$52
<b>13. Chaperones</b>							
Up to Two Hours		\$55	\$56	\$57	\$58	\$59	\$60
In Excess of Two Hours		\$83	\$84	\$85	\$86	\$87	\$88
Junior Prom/Senior Prom Per Hour		\$55	\$56	\$57	\$58	\$59	\$60
<b>14. Lunch Duty</b>							
Per hour, prorated		\$29	\$29	\$29	\$29	\$29	\$29
<b>15. Compensation for Additional Supervision</b>							
Per hour, prorated		\$49	\$49	\$49	\$50	\$51	\$52
<b>16. Guidance</b>							
<b>17. Guidance Facilitators</b>							
MS Guidance Facilitator		\$5,366	\$5,420	\$5,474	\$5,542	\$5,611	\$5,681
HS Guidance Facilitator		\$11,183	\$11,295	\$11,408	\$11,551	\$11,695	\$11,841
<b>18. After School Library Supervisor</b>							
		\$49	\$49	\$49	\$50	\$51	\$52

APPENDIX B: EXTRA-CURRICULAR COMPENSATION		2020-21	2021-22	2022-23	2023-24	2024-25	2025-26
		0.50%	1.00%	1.00%	1.25%	1.25%	1.25%
<b>GROUP 1- BASKETBALL, WRESTLING, WINTER TRACK, FOOTBALL</b>							
Head Coach		\$6,388	\$6,452	\$6,517	\$6,598	\$6,680	\$6,764
Assistant Varsity		\$5,000	\$5,050	\$5,101	\$5,165	\$5,230	\$5,295
Junior Varsity		\$4,722	\$4,769	\$4,817	\$4,877	\$4,938	\$5,000
Middle School		\$4,166	\$4,208	\$4,250	\$4,303	\$4,357	\$4,411
<b>GROUP 2- BASEBALL, CHEERLEADING , CROSS COUNTRY, FIELD HOCKEY, LACROSSE, SOCCER, SOFTBALL, TENNIS, TRACK &amp; FIELD VOLLEYBALL</b>							
BASE SALARIES							
Head Coach		\$5,833	\$5,891	\$5,950	\$6,024	\$6,099	\$6,175
Assistant Varsity		\$4,722	\$4,769	\$4,817	\$4,877	\$4,938	\$5,000
Junior Varsity		\$4,584	\$4,630	\$4,676	\$4,734	\$4,793	\$4,853
Middle School		\$3,888	\$3,927	\$3,966	\$4,016	\$4,066	\$4,117
<b>GROUP 3 C BOWLING, GOLF, KICKLINE</b>							
Head Coach		\$3,888	\$3,927	\$3,966	\$4,016	\$4,066	\$4,117
Assistant Varsity		\$3,056	\$3,087	\$3,118	\$3,157	\$3,196	\$3,236
Junior Varsity		\$2,778	\$2,806	\$2,834	\$2,869	\$2,905	\$2,941
Interscholastic Sports for the Challenged		\$2,778	\$2,806	\$2,834	\$2,869	\$2,905	\$2,941
The following increments shall be paid after 5, 10, and 20 successful years of coaching of this sport in Rocky Point							
		\$556	\$562	\$568	\$575	\$582	\$589
<b>Varsity Coach</b>							
Per Practice		\$83	\$84	\$85	\$86	\$87	\$88
Per Game		\$167	\$169	\$171	\$173	\$175	\$177
<b>Assistant Varsity Coach(es)</b>							
Per Practice		\$43	\$43	\$43	\$44	\$45	\$46
Per Game		\$83	\$84	\$85	\$86	\$87	\$88
<b>Intramural Athletics</b>							
Hourly Rate		\$24	\$24	\$24	\$24	\$24	\$24
<b>Others</b>							
Detention - Per Hour		\$29	\$29	\$29	\$29	\$29	\$29
Curriculum Writing - Per Hour		\$49	\$49	\$49	\$50	\$51	\$52
Mentors - Per Year		\$1,966	\$1,986	\$2,006	\$2,031	\$2,056	\$2,082
AIS (RPSSS/SHARP) Per 40-Minute Session		\$51	\$52	\$53	\$54	\$55	\$56
Lois Lowry - Per Year - Per Person (Maximum Of 2 People)		\$449	\$453	\$458	\$464	\$470	\$476
Poetry, Coffee House (HS/MS)		\$449	\$453	\$458	\$464	\$470	\$476
Athletic Trainer Annual Salary		\$29,873	\$30,172	\$30,474	\$30,855	\$31,241	\$31,632
Late Bird Per Hour		\$73	\$74	\$75	\$76	\$77	\$78
Rocky Point Student Support Services (RPSSS) and Striving for Higher Achievement at Rocky Point (SHARP) – ICARE/SHARP Liaison per hour		\$20	\$20	\$20	\$20	\$20	\$20
<i>*Unless otherwise indicated, a minimum of 10 students must be maintained or the club shall be abandoned</i>							

## APPENDIX C

### INSURANCE

- A.1. The District shall enroll in the New York State Health Insurance Program (NYSHIP) to provide health insurance coverage for eligible unit members and retirees. The District shall extend coverage to eligible unit members and retirees in accordance with the regulations and requirements of NYSHIP set forth in the manual for Participating Subdivisions. The Union shall cooperate fully in the transition process to NYSHIP.
- A.2. The District's contribution toward the cost of health insurance shall be Eighty-Five (85%) percent of the premium cost of the New York State Health Insurance Plan.
- A.3. The parties hereto recognize that a policy change by the New York State Health Insurance Plan (NYSHIP) necessitates a change in certain portions of the Agreement. Therefore, the parties will mutually develop and agree to any changes necessary in order to remain in compliance with the policies and rules of NYSHIP with an understanding that the aforementioned changes shall not negatively impact either party.
- B. The Board of Education shall maintain a District-paid Group-Term Life Insurance policy at \$10,000 per unit member. This benefit does not continue into retirement.
- C. If additional insurance were to be added upon consent of both parties the addition would be at no additional cost to the district.
- D. The deductible of \$500 re: family coverage and \$250 for individual coverage shall remain in effect, until such time as the District enrolls in the New York State Health Insurance Program referred to in paragraph A above, at which time the NYSHIP deductibles shall apply.
- E. The health insurance coverage that exists at the time of retirement shall continue for all teachers and teaching assistants into retirement.
- F. Any member not wishing health insurance coverage shall have the opportunity of a buy back family coverage based on the parameters below and individual coverage for \$1,000. A member may opt back in on a yearly basis upon notification to the district prior to January 15<sup>th</sup>. The change of status would be effective in accordance with the carrier's rules and regulations.

#### Family Declination

- |          |                            |                       |
|----------|----------------------------|-----------------------|
| a. 0-74  | # Unit Member Declinations | \$2,000 family buyout |
| b. 75-99 | # Unit Member Declinations | \$4,000 family buyout |
| c. 100+  | # Unit Member Declinations | \$6,000 family buyout |

Health Declination Notification. Unit members must annually elect to decline health insurance on or before November 15 for the upcoming calendar year; excluding new hires and/or unit members who experience a qualifying life event (such as marriage, having a baby, moving to a new state, etc.) who would be provided the opportunity to enroll or decline health insurance after November 15.

Determining the Number of Declinations and Declination Amount. Will be based on the total count of unit members as of December 31 who have declined family health insurance, in whole or in part, during the preceding calendar year. Each unit member who declines all 12 months, shall count as "1". Any unit member who declines a portion of the calendar year (not all 12 months - for example, the new hire) will be pro-rated as a decimal and added to the total count. The grand total count will be rounded down to the nearest whole number. That final number will determine either a \$2,000, \$4,000 or \$6,000 declination payment. Declination payments shall be made the following February. Declination payment amounts will be pro-rated for unit members without a full twelve (12) months of declination (based on calendar year, not fiscal year). See examples below.

Example #1:

- (74) unit members elect to decline family health insurance coverage by November 15, 2020 for calendar 2021.
- unit member is hired February 2021 and elects to decline family health insurance coverage for March 2021-December 2021 (10 months).
- On December 31, 2021, the total count of unit members who declined family health insurance in calendar 2021 will be calculated as  $74 + (1 \times 10/12) = 74.83$  which would be rounded down to 74. Declination payment in this scenario would be \$2,000 for all (75) unit members to be paid in February 2022. Subsequent years will follow this same methodology.

Example #2:

- (75) unit members elect to decline family health insurance coverage by November 15, 2020 for calendar 2021 and did in fact decline for all 12 months.
- On December 31, 2021, the total count of unit members who declined family health insurance in calendar 2021 will be calculated as 75 (no calculation or rounding necessary). Declination payment in this scenario would be \$4,000 for all (75) unit members to be paid in February 2022. Subsequent years will follow this same methodology.

G. Upon retirement those members who opted for the "buy out" in their last year of service may retain individual coverage into retirement, only if permitted by the rules of the insurance carrier in effect at the time of retirement.



The New York Schools Insurance Reciprocal  
333 Earle Ovington Blvd., Suite 905 • Uniondale, NY, 11553-3624 • 1-800-ISNYSIR • (516) 227 3355 • Fax: (516) 227-2352

## Annual Premium Invoice

Invoice No: 1000002614

Rocky Point UFSD  
Business Office 90 Rocky Point - Yaphank Rd.  
Rocky Point, NY 11778

Invoice Date: June 30, 2020

Policy Period: 07/01/2020 to 07/01/2021

Policy #

Type of Coverage	Premium
General Liability	\$86,812.00
Commercial Property	\$141,433.00
Boiler & Machinery	\$6,488.00
Inland Marine	\$1,184.00
<b>Special School Package</b>	<b>Subtotal</b>
Commercial Auto Policy	\$19,875.00
School Board Legaly	\$34,218.00
Excess Catastrophic Liability	\$44,963.00
	<b>Subtotal</b>
	<b>\$99,056.00</b>
<b>Motor vehicle enforcement fee</b>	<b>\$150.00</b>
<b>Credit</b>	<b>\$0.00</b>
<b>Total Due</b>	<b>\$335,123.00</b>

Premium Due: July 30, 2020

Please make check payable to NY SCHOOLS INSURANCE RECIPROCAL and mail to:

New York Schools Insurance Reciprocal

P.O. Box 521 Glenwood Landing, NY 11547

Payments made more than 30 days after the premium is due for issuance of a policy, endorsements to a policy, or the anniversary of a policy, as applicable, will be subject to a penalty equal to 1/12 of the Prime Rate prevailing on the first day of each month. The full penalty will be imposed for each month, or any part of a month, for which payment is overdue.



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

Telephone: (631) 744-1600

Fax: (631) 849-7558

**Dr. Scott O'Brien**  
*Superintendent of Schools*

**Christopher A. Van Cott**  
*Assistant Superintendent for Business*

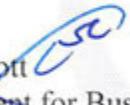
July 9, 2020

Patrick Policastro  
North Shore Youth Council  
P.O. Box 1286  
Rocky Point, NY 11778

Dear Mr. Policastro:

In accordance with Item 16. OPTION TO EXTEND LEASE TERM of the Rider to Lease between Rocky Point UFSD, as Landlord, and North Shore Youth Council, Inc., as Tenant, the Rocky Point Union Free School District recognizes that the North Shore Youth Council, Inc. has exercised its unilateral option to extend the Lease term for one (1) additional year upon the same terms as the lease expiring August 31, 2020. The renewed lease term will commence September 1, 2020 and run through August 31, 2021.

Sincerely,

Christopher A. Van Cott   
Assistant Superintendent for Business

cc: Dr. Scott O'Brien, Superintendent of Schools



2900 Veterans Memorial Highway • Bohemia, NY 11716-1193  
 (631) 585-0100 • Fax (631) 585-0233 • Email: [Info@suffahrc.org](mailto:Info@suffahrc.org)  
 Website: [www.ahrCsuffolk.org](http://www.ahrCsuffolk.org)

*Serving Children and Adults with Intellectual and Other Developmental Disabilities for 70 Years*

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**PAUL TORRES**  
 Executive Director

**BOARD MEMBERS**

**JOHN SMITH**  
 President

**JOSEPH ZINCHOCK**  
 Treasurer

**JOSEPH CASSARINI**  
 Secretary

June 8, 2020

Ms. Andrea Moscatiello  
 Director of Special Education  
 Rocky Point Union Free School District  
 99 Rocky Point – Yaphank Road  
 Rocky Point, NY 11778

Dear Ms. Moscatiello:

RE: 2020 – 2021 School Service Agreement

Enclosed please find two signed copies of the 2020 – 2021 School Service Agreement between NYSARC, Inc. – Suffolk (AHRC) and your school district. Also included is a rate sheet, a copy of the current certificate of liability insurance and a copy of the current W-9.

The rate will be the latest approved by the New York State Department of Education. The names of the children residing in your district are included in the contract. Also attached is our school calendar.

Please sign and return a signed contract to us as soon as possible. Thank you in advance for your cooperation in this matter.

Sincerely

Dana E. Luther, MS  
 Program Administrator

Attachments



## SCHOOL SERVICE AGREEMENT

This AGREEMENT, made this 1st day of July, 2020 by and between Rocky Point Union Free School District, party of the first part, and NYSARC, Inc., Suffolk Chapter, party of the second part, and having its principle place of business for the purpose of this AGREEMENT at 2900 Veterans Memorial Highway, Bohemia, New York 11716-1193.

### WITNESSETH

The School Board is authorized by law, under section 4408 for the period 7/1/20 - 8/31/20 and under Section 4402-2B for the period 9/1/20 - 6/30/21 to contract with institutions within the State of New York for instruction of students with disabilities in those situations where the Board is unable to provide for the education of students with disabilities in special classes in the public schools, and

WHEREAS, the NYSARC, Inc., Suffolk Chapter, is a nonprofit institution operating special classes for students with disabilities.

NOW, THEREFORE, the parties mutually agree as follows:

FIRST: As used herein, "School" means the NYSARC, Inc., Suffolk Chapter, located in Suffolk County, providing educational services to students with disabilities. "Board" means the Board of Education of Rocky Point Union Free School District or its designated representative. "School Year" means a 2 month program dated 7/1/20 - 8/31/20 and a 10 month program dated 9/1/20 - 6/30/21 and according to the School's calendar.

SECOND: The School will provide instruction and a facility during the school term for those students with disabilities listed in this AGREEMENT. Such education will be appropriate to the mental attainments

## SCHOOL SERVICE AGREEMENT

and physical conditions of such students, and in accordance with the provisions relating to the eligibility of schools contained in the Regulations of the Commissioner.

THIRD: For the services to be rendered by the School to the Board under the terms of this AGREEMENT, the Board will pay the School the latest tuition rate approved by the State Education Department, Bureau of Special Program Review, for the education of each student for the 2 month program and the 10 month program of the 2020/2021 School Term. The School estimates that this rate for the 2 month program will be not less than the certified rate of \$8,299 and the rate for the 10 month program will be no less than certified rate of \$50,902. The total contract shall not exceed the approved rate x the number of students.

FOURTH: Payment under this AGREEMENT shall be accomplished by the School submitting invoices. The Board may request the School to use the District's own invoices if it supplies them with the signed contract. The School will bill monthly for tuition at the end of each month. Payment shall be made by the Board within 30 days of the invoice date.

FIFTH: All employees of the School shall be deemed employees of the School for all purposes and the School alone shall be responsible for their work, personal conduct, direction and compensation.

SIXTH: The Board reserves the right to add or delete a student from the list of students covered by the terms of the AGREEMENT at any time during the school term. Payment regarding such students will be pro-rated on the basis of the months or any portion of such final month of the school term completed.

## SCHOOL SERVICE AGREEMENT

SEVENTH: The School shall maintain monthly attendance records which shall be submitted at the request of the Board. If a student has been absent for a period of five (5) or more consecutive days, the attendance record shall indicate the reasons for such absence.

EIGHTH: The School will obtain whatever releases or other legal documents are necessary in order that the School may render full and complete reports concerning the education and progress of the student or students covered by the terms of this AGREEMENT. The School will maintain yearly school progress reports to be submitted to the Board because of interest by the Board in the progress of the student or students covered by the terms of this AGREEMENT.

NINTH: This AGREEMENT shall take effect as of July 1, 2020 and terminate on June 30, 2021.

TENTH: The students for whom the School shall provide educational services for the 2020/2021 Term, and for whom all conditions of this AGREEMENT shall apply are as follows:

SCHOOL SERVICE AGREEMENT

Name	Address	Date of Birth	2 Month Program (7/1/2020 – 8/31/2020)	10 Month Program (9/1/2020 – 6/30/2021)	Comments
			Yes	Yes	1:1 Aide

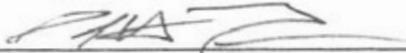
IN WITNESS THEREOF, the parties hereto have executed this AGREEMENT the day and year first above written.

BOARD OF EDUCATION OF:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

BY: \_\_\_\_\_ TITLE: \_\_\_\_\_

NYSARC, Inc. - Suffolk Chapter

BY:  TITLE: Executive Director 6/2/2020



**New York State Education Department**  
**Office of Management Services**  
**Special Education Program Services and Reimbursement Bureau**

**CERTIFIED TUITION RATES FOR**

School Name				School Code		County Name		Year
NYS ARC, INC-SUFFOLK CHAPTER-SAUL &				580507999853		SUFFOLK		201819
Rate Type	Program	Version	Date	Cert 2 Mo	Cert 10 Mo	Non Adj 2 Mo	Non Adj 10 Mo	Half Hour
PROSP	9000	CURR	2019-01-25	\$8,299.00	\$50,902.00	\$8,299.00	\$50,902.00	\$
PROSP	9165	CURR	2019-01-25	\$6,554.00	\$40,195.00	\$6,554.00	\$40,195.00	\$
PROSP	9100	CURR	2019-01-25	\$6,816.00	\$41,803.00	\$6,816.00	\$41,803.00	\$

Version is either "CURR" to represent the most current rate record or "HIST" to represent a history rate record. If a CURR is present then the HIST is no longer a valid rate record for a program.

Rate Type will be one of the following; PROSP for Prospective, RECON for Reconciliation, APPEL for Appeal or AUDIT for Audited Tuition Rate.

NonAdj2Mo/NonAdj10Mo is the 2 or 10 month tuition rate before including the 2 year prior reconciliation adjustment.

Cert2Mo/Cert10Mo is the certified tuition rate including the 2 year prior reconciliation adjustment used for billing purposes..

Billable Half Hour Rates are for SEIT and Related Service programs only.

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[ACCESS-VR](#)  
[NYSED Home Page](#)

Attachment III

2019-20 Regional Weighted Average Per Diem Tuition Rates  
1:1 Teacher Aides

<u>County</u>	<u>1:1 Aides 2019-20 School Age</u>
1 ALBANY	\$ 114.87
2 ALLEGANY	\$ 108.24
3 BROOME	\$ 108.24
4 CATTARAUGUS	\$ 108.24
5 CAYUGA	\$ 108.24
6 CHAUTAUQUA	\$ 108.24
7 CHEMUNG	\$ 108.24
8 CHENANGO	\$ 108.24
9 CLINTON	\$ 108.24
10 COLUMBIA	\$ 114.87
11 CORTLAND	\$ 108.24
12 DELAWARE	\$ 108.24
13 DUTCHESS	\$ 133.47
14 ERIE	\$ 107.28
15 ESSEX	\$ 108.24
16 FRANKLIN	\$ 108.24
17 FULTON	\$ 114.87
18 GENESEE	\$ 111.20
19 GREENE	\$ 114.87
20 HAMILTON	\$ 108.24
21 HERKIMER	\$ 108.24
22 JEFFERSON	\$ 108.24
23 LEWIS	\$ 108.24
24 LIVINGSTON	\$ 111.20
25 MADISON	\$ 108.24
26 MONROE	\$ 111.20
27 MONTGOMERY	\$ 114.87
28 NASSAU	\$ 123.48
30 NEW YORK CITY	\$ 150.87

<u>County</u>	<u>1:1 Aides 2019-20 School Age</u>
40 NIAGARA	\$ 107.28
41 ONEIDA	\$ 108.24
42 ONONDAGA	\$ 108.24
43 ONTARIO	\$ 111.20
44 ORANGE	\$ 133.47
45 ORLEANS	\$ 111.20
46 OSWEGO	\$ 108.24
47 OTSEGO	\$ 108.24
48 PUTNAM	\$ 133.47
49 RENSSELAER	\$ 114.87
50 ROCKLAND	\$ 133.47
51 ST. LAWRENCE	\$ 108.24
52 SARATOGA	\$ 114.87
53 SCHENECTADY	\$ 114.87
54 SCHOHARIE	\$ 114.87
55 SCHUYLER	\$ 108.24
56 SENECA	\$ 111.20
57 STEUBEN	\$ 108.24
58 SUFFOLK	\$ 123.48
59 SULLIVAN	\$ 133.47
60 TIOGA	\$ 108.24
61 TOMPKINS	\$ 108.24
62 ULSTER	\$ 133.47
63 WARREN	\$ 108.24
64 WASHINGTON	\$ 108.24
65 WAYNE	\$ 111.20
66 WESTCHESTER	\$ 133.47
67 WYOMING	\$ 107.28
68 YATES	\$ 111.20

<b>ESSA Accountability - 2020-21 Participation Rate Improvement Plan Form</b>											
<b>School Name: Joseph A. Edgar Intermediate School</b>	<b>Contact Person: Linda Murphy</b>										
<b>School District Name: Rocky Point UFSD</b>	<b>Contact Person's Phone Number: 631-744-1600</b>										
<b>School BEDS Code: 580209020001</b>	<b>Contact Person's Email Address: lmurphy@rockypoint.k12.ny.us</b>										
<b>Subject(s) and Subgroup(s) for which a Participation Rate Improvement Plan is Required:</b>	<b>English Language Arts Assessments</b>										
	<table border="1"> <tr> <td><input type="checkbox"/> All Students</td> <td><input type="checkbox"/> English Language Learners</td> </tr> <tr> <td><input type="checkbox"/> American Indian/Alaska Native</td> <td><input type="checkbox"/> Hispanic or Latino</td> </tr> <tr> <td><input type="checkbox"/> Asian or Native Hawaiian/Other Pacific Islander</td> <td><input type="checkbox"/> Multiracial</td> </tr> <tr> <td><input type="checkbox"/> Black or African American</td> <td><input type="checkbox"/> Students with Disabilities</td> </tr> <tr> <td><input type="checkbox"/> Economically Disadvantaged</td> <td><input type="checkbox"/> White</td> </tr> </table>	<input type="checkbox"/> All Students	<input type="checkbox"/> English Language Learners	<input type="checkbox"/> American Indian/Alaska Native	<input type="checkbox"/> Hispanic or Latino	<input type="checkbox"/> Asian or Native Hawaiian/Other Pacific Islander	<input type="checkbox"/> Multiracial	<input type="checkbox"/> Black or African American	<input type="checkbox"/> Students with Disabilities	<input type="checkbox"/> Economically Disadvantaged	<input type="checkbox"/> White
<input type="checkbox"/> All Students	<input type="checkbox"/> English Language Learners										
<input type="checkbox"/> American Indian/Alaska Native	<input type="checkbox"/> Hispanic or Latino										
<input type="checkbox"/> Asian or Native Hawaiian/Other Pacific Islander	<input type="checkbox"/> Multiracial										
<input type="checkbox"/> Black or African American	<input type="checkbox"/> Students with Disabilities										
<input type="checkbox"/> Economically Disadvantaged	<input type="checkbox"/> White										
	<b>Mathematics Assessments</b>										
	<table border="1"> <tr> <td><input type="checkbox"/> All Students</td> <td><input type="checkbox"/> English Language Learners</td> </tr> <tr> <td><input type="checkbox"/> American Indian/Alaska Native</td> <td><input type="checkbox"/> Hispanic or Latino</td> </tr> <tr> <td><input type="checkbox"/> Asian or Native Hawaiian/Other Pacific Islander</td> <td><input type="checkbox"/> Multiracial</td> </tr> <tr> <td><input type="checkbox"/> Black or African American</td> <td><input checked="" type="checkbox"/> Students with Disabilities</td> </tr> <tr> <td><input type="checkbox"/> Economically Disadvantaged</td> <td><input type="checkbox"/> White</td> </tr> </table>	<input type="checkbox"/> All Students	<input type="checkbox"/> English Language Learners	<input type="checkbox"/> American Indian/Alaska Native	<input type="checkbox"/> Hispanic or Latino	<input type="checkbox"/> Asian or Native Hawaiian/Other Pacific Islander	<input type="checkbox"/> Multiracial	<input type="checkbox"/> Black or African American	<input checked="" type="checkbox"/> Students with Disabilities	<input type="checkbox"/> Economically Disadvantaged	<input type="checkbox"/> White
<input type="checkbox"/> All Students	<input type="checkbox"/> English Language Learners										
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<input type="checkbox"/> Black or African American	<input checked="" type="checkbox"/> Students with Disabilities										
<input type="checkbox"/> Economically Disadvantaged	<input type="checkbox"/> White										
<b>Please provide a brief explanation of why the 2017-18 and 2018-19 school year participation rates were below 95%. (250 words or less)</b>	Like many communities, Rocky Point experienced significant teacher & parent backlash to the release of Common Core standards and associated state tests. Grass roots parental support of assessment refusal continues. Many parents remain unconvinced of the benefits of the NYS testing program, as well as timely, meaningful release of data.										
<b>Provide a brief description of the Consultation and Collaboration process for development of the plan.</b>	The district crafted/shared an assessment refusal survey with the community. Survey respondents were also asked to share their interest in serving on the "Participation Rate Improvement" committee. Several of these respondents, along with teachers and administrators, will be meeting collaboratively to design and implement participation rate improvement interventions.										
<b>List the Stakeholders who consulted and collaborated on the development of the plan, and the dates of meetings.</b>	Executive Director of Educational Services, Director of MST, Director of Humanities, JAE Principal, JAE Assistant Principal, JAE Teachers, JAE parents/community members. Planning meetings: June 11, June 16. Planned data review/intervention meetings throughout the summer (July 1, future dates TBD)										

<b>Describe the chosen strategies and key activities to be implemented to improve Participation Rate.</b>	Fall 2020 NYS Assessment Parent Informational Meeting. Creation of NYS Assessment Question/Concern "help desk" via eBoard. Infusion of NYS Assessment details/structure/Q&A into Shared Decision Meetings (SDM) and PTA meetings. NYS Assessment discussion agenda items at faculty/departmental meetings.
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*Please Note: Title I funds must be used to supplement, not supplant, state and local funds*

### **ESSA Accountability - 2020-21 Participation Rate Improvement Plan Approval**

*By signing below, the Board of Education of the district or Board of Trustees and superintendent or principal certify that the 2020 – 21 PRIP has been approved and adopted by the district.*

Chief School Administrator's Name:
Chief School Administrator's Signature:
Date:
Board President's Name:
Board President's Signature:
Date:
District Superintendent's Name:
District Superintendent's Signature:
Date:

**ESSA Accountability - 2020-21 Participation Rate Improvement Plan Form**

<b>School Name: Rocky Point Middle School</b>	<b>Contact Person: James Moeller</b>
<b>School District Name: Rocky Point UFSD</b>	<b>Contact Person's Phone Number: 631-744-1600</b>
<b>School BEDS Code: 580209020004</b>	<b>Contact Person's Email Address: jmoeller@rockypoint.k12.ny.us</b>

<b>Subject(s) and Subgroup(s) for which a Participation Rate Improvement Plan is Required:</b>	<b>English Language Arts Assessments</b>	
	<input type="checkbox"/> All Students	<input type="checkbox"/> English Language Learners
	<input type="checkbox"/> American Indian/Alaska Native	<input type="checkbox"/> Hispanic or Latino
	<input type="checkbox"/> Asian or Native Hawaiian/Other Pacific Islander	<input type="checkbox"/> Multiracial
	<input type="checkbox"/> Black or African American	<input type="checkbox"/> Students with Disabilities
	<input type="checkbox"/> Economically Disadvantaged	<input type="checkbox"/> White
	<b>Mathematics Assessments</b>	
	<input type="checkbox"/> All Students	<input type="checkbox"/> English Language Learners
	<input type="checkbox"/> American Indian/Alaska Native	<input type="checkbox"/> Hispanic or Latino
	<input type="checkbox"/> Asian or Native Hawaiian/Other Pacific Islander	<input type="checkbox"/> Multiracial
<input type="checkbox"/> Black or African American	<input checked="" type="checkbox"/> Students with Disabilities	
<input checked="" type="checkbox"/> Economically Disadvantaged	<input checked="" type="checkbox"/> White	
<b>Please provide a brief explanation of why the 2017-18 and 2018-19 school year participation rates were below 95%. (250 words or less)</b>	Like many communities, Rocky Point experienced significant teacher & parent backlash to the release of Common Core standards and associated state tests. Grass roots parental support of assessment refusal continues. Many parents remain unconvinced of the benefits of the NYS testing program, as well as timely, meaningful release of data.	
<b>Provide a brief description of the Consultation and Collaboration process for development of the plan.</b>	The district crafted/shared an assessment refusal survey with the community. Survey respondents were also asked to share their interest in serving on the "Participation Rate Improvement" committee. Several of these respondents, along with teachers and administrators, will be meeting collaboratively to design and implement participation rate improvement interventions.	
<b>List the Stakeholders who consulted and collaborated on the development of the plan, and the dates of meetings held.</b>	Executive Director of Educational Services, Director of MST, Director of Humanities, MS Principal, MS Assistant Principal, MS Teachers, MS parents/community members. Planning meetings: June 11, June 16. Planned data review/intervention meetings throughout the summer (July 1, future dates TBD)	
<b>Describe the chosen strategies and key activities to be implemented to improve Participation Rate.</b>	Fall 2020 NYS Assessment Parent Informational Meeting. Creation of NYS Assessment Question/Concern "help desk" via eBoard. Infusion of NYS Assessment details/structure/Q&A into Shared Decision Meetings (SDM) and PTA meetings. NYS Assessment discussion agenda items at faculty/departmental meetings.	

*Please Note: Title I funds must be used to supplement, not supplant, state and local funds*

**ESSA Accountability - 2020-21 Participation Rate Improvement Plan Approval**

*By signing below, the Board of Education of the district or Board of Trustees and superintendent or principal certify that the 2020 – 21 PRIP has been approved and adopted by the district.*

Chief School Administrator's Name:
Chief School Administrator's Signature:
Date:
Board President's Name:
Board President's Signature:
Date:
District Superintendent's Name:
District Superintendent's Signature:
Date:

**Rocky Point UFSD**  
**Personnel Schedule for Board of Education Approval - 7/9/20**

**7/9/20 Schedule-A Classified Staff**

Last	First	Position	Building	Rate	BOE Date	Amount	Effective Date	Description/Comments
Ventura	Vincent	Groundskeeper II	DW	N/A	7/9/2020	N/A	6/30/2020	Resignation for personal reasons
Syrett	Jeanine	School Teacher Aide	DW	N/A	7/9/2020	N/A	6/29/2020	Resignation for personal reasons
Young	Suzanne	School Teacher Aide	DW	N/A	7/9/2020	N/A	6/30/2020	Resignation for personal reasons
Burger	George	Part-Time Guard	DW	N/A	7/9/2020	N/A	6/30/2020	Resignation for personal reasons
Williams	James	Custodial Worker I	DW	Annual - Step 0	7/9/2020	32,500	8/3/2020	Full-time, twelve-month contractual appointment. Replaces R. Robertson. Salary pro-rated.
Cannone	Anthony	FT 10 Month Guard	DW	Hourly	7/9/2020	18.77	6/22/2020	Shift Coverage. Not to exceed six (6) hours.
Coles	Anthony	PT 10 Month Guard	DW	Hourly	7/9/2020	25.08	6/24/2020	Rate includes night differential; overnight supervision of graduation setup. Not to exceed seven (7) hours.
Burger	George	PT 10 Month Guard	DW	Hourly	7/9/2020	18.77	6/26/2020	Graduation Security. Not to exceed ten (10) hours.
Cannone	Anthony	FT 10 Month Guard	DW	Hourly	7/9/2020	18.77	6/26/2020	Graduation Security. Not to exceed ten (10) hours.
Clavin	Charles	PT 10 Month Guard	DW	Hourly	7/9/2020	18.77	6/26/2020	Graduation Security. Not to exceed ten (10) hours.
Coles	Anthony	PT 10 Month Guard	DW	Hourly	7/9/2020	21.13	6/26/2020	Graduation Security. Not to exceed fourteen (14) hours.
Flammia	Joseph	PT 10 Month Guard	DW	Hourly	7/9/2020	21.82	6/26/2020	Graduation Security. Not to exceed six (6) hours.
Gersbeck	Gerard	PT 10 Month Guard	DW	Hourly	7/9/2020	19	6/26/2020	Graduation Security. Not to exceed ten (10) hours.
Pitcher	Andrea	FT 10 Month Guard	DW	Hourly	7/9/2020	19.74	6/26/2020	Graduation Security. Not to exceed nineteen (19) hours.
Rossy	Eric	FT 10 Month Guard	DW	Hourly	7/9/2020	21.16	6/26/2020	Graduation Security. Not to exceed twelve (12) hours.

**Rocky Point UFSD  
Personnel Schedule for Board of Education Approval - 7/9/20**

**7/9/20 Schedule-B Certified Staff**

Last	First	Position	Bldg.	Rate	BOE Date	Amount	Effective Date	Description/Comments
Martin	Jocelyn	Speech Language Teacher	DW	Annual, M Step 2	7/9/2020	59,462	9/1/2020	Full-time ten-month probationary appointment commencing 9/1/2020 through 6/30/2024. Replaces L. Avallone-Balfour.
Marte	Nicole	ELA/ENL 7-12 Teacher	MS/HS	Annual, M15 Step 1	7/9/2020	59,462	9/1/2020	Full-time, ten-month probationary appointment commencing 9/1/20 through 6/30/2024. The probationary expiration date will depend on the individual's APPR ratings. To receive tenure, Ms. Marte must have overall APPR ratings of effective or highly effective in at least three of four preceding years. If Ms. Marte receives an ineffective composite or overall APPR rating in her final year of probation, she will not be eligible for tenure at that time. Replaces J. Aguila

**Rocky Point UFSD**  
**Personnel Schedule for Board of Education Approval - 7/9/20**

***7/9/20 Schedule-C Non-Teaching Substitutes***

Last	First	Position	Bldg.	Rate	BOE Date	Amount	Effective Date	Description/Comments
Walker	Denise	Substitute Food Service Worker	DW	Hourly	7/9/2020	14.00	7/1/2020	2020-2021 school year
Winters	Michelle	Substitute Food Service Worker	DW	Hourly	7/9/2020	14.00	7/1/2020	2020-2021 school year
Agresto	Jennifer	Substitute Teacher Aide/Monitor	DW	Hourly	7/9/2020	14.00	7/1/2020	2020-2021 school year
Urneeb	Soma	Substitute Teacher Aide/Monitor	DW	Hourly	7/9/2020	14.00	7/1/2020	2020-2021 school year
Madurski	Bambie	Substitute Teacher Aide/Monitor	DW	Hourly	7/9/2020	14.00	7/1/2020	2020-2021 school year
Love	Maxine	Substitute Guard	DW	Hourly	7/9/2020	18.30	7/1/2020	2020-2021 school year
Burger	George	Substitute Guard	DW	Hourly	7/9/2020	18.30	7/1/2020	2020-2021 school year
Watson	Robin	Substitue Clerical	DW	Hourly	7/9/2020	14.00	7/1/2020	2020-2021 school year
Raymond	Devon	Substitute Custodian	DW	Hourly	7/9/2020	15.00	7/1/2020	2020-2021 school year
Williams	James	Substitute Custodian	DW	N/A	7/9/2020	N/A	7/31/2020	Inactivation of 2020-2021 appointment

**Rocky Point UFSD**  
**Personnel Schedule for Board of Education Approval - 7/9/20**

**7/9/20 Schedule-D Teaching/Certified Substitutes**

Last	First	Position	Bldg.	Rate	BOE Date	Amount	Effective Date	Description/Comments
Bucicchio	John	Per Diem Substitute Teacher/Teaching Assistant	DW	Daily	7/9/2020	125.00 non preferred; 150.00 preferred	7/1/2020	2020-2021 school year
Hollborn	Brandon	Per Diem Substitute Teacher/Teaching Assistant	DW	Daily	7/9/2020	125.00 non preferred; 150.00 preferred	7/1/2020	2020-2021 school year
Lacey	Kerri	Per Diem Substitute Teacher/Teaching Assistant	DW	Daily	7/9/2020	125.00 non preferred; 150.00 preferred	7/1/2020	2020-2021 school year
Schultheis	Ashley	Per Diem Substitute Teacher/Teaching Assistant	DW	Daily	7/9/2020	125.00 non preferred; 150.00 preferred	7/1/2020	2020-2021 school year
Ertem	Yasemin	Per Diem Substitute Teacher/Teaching Assistant	DW	Daily	7/9/2020	125.00 non preferred; 150.00 preferred	7/1/2020	2020-2021 school year
Johnsen	Annika	Per Diem Substitute Teacher/Teaching Assistant	DW	Daily	7/9/2020	125.00 non preferred; 150.00 preferred	7/1/2020	7/1/2020 through 8/31/2020

**Rocky Point UFSD**  
**Personnel Schedule for Board of Education Approval - 7/9/20**

**7/9/20 Schedule-E Co-Curricular Positions 2020/2021**

Last	First	Position	Bldg.	Rate	BOE Date	Amount	Effective Date	Description/Comments
Parker	James	COVID-19 Graduation Supervisors	HS	Daily	7/9/2020	400.00	6/26/2020	Not to exceed five (5) 2020 Graduation Ceremonies. (\$80 per ceremony)
Eichler	Chester	Curriculum Writing	DW	Hourly	7/9/2020	49.00	6/22/2020	US History. Rescinded appointment for the 2019/2020 school year.
Eichler	Chester	Curriculum Writing	DW	Hourly	7/9/2020	49.00	7/1/2020	US History. Amended appointment funded through Title IIA Grant. Up to sixty (60) hours. July 1, 2020 through August 23, 2020.
Messinetti	Margaret	Curriculum Writing	DW	Hourly	7/9/2020	49.00	6/22/2020	US History. Rescinded appointment for the 2019/2020 school year.
Messinetti	Margaret	Curriculum Writing	DW	Hourly	7/9/2020	49.00	7/1/2020	US History. Amended appointment funded through Title IIA Grant. Up to sixty (60) hours. July 1, 2020 through August 23, 2020.
Daly	Katerina	Curriculum Writing	DW	Hourly	7/9/2020	49.00	6/22/2020	French 4/5. Funded through Title IIA Grant. Amended appointment up to twenty (20) hours. 2019/2020 school year.
Daly	Katerina	Curriculum Writing	DW	Hourly	7/9/2020	49.00	7/1/2020	French 4/5. Funded through Title IIA Grant. Amended appointment up to forty (40) hours. July 1, 2020 through August 23, 2020.
Ferraro	Emily	Curriculum Writing	DW	Hourly	7/9/2020	49.00	7/9/2020	Grade 2 Math (Next Generation Standards). Funded through Title IIA Grant. Rescinded appointment for fifteen (15) hours. 2019/2020 school year.
Ladani	Erin	Curriculum Writing	DW	Hourly	7/9/2020	49.00	7/9/2020	Grade 2 Math (Next Generation Standards). Funded through Title IIA Grant. Rescinded appointment for fifteen (15) hours. 2019/2020 school year.
Ferraro	Emily	Curriculum Writing	DW	Hourly	7/9/2020	49.00	7/1/2020	Grade 2 Math (Next Generation Standards). Funded through Title IIA Grant. Amended appointment up to fifteen (15) hours. July 1, 2020 through August 23, 2020.
Ladani	Erin	Curriculum Writing	DW	Hourly	7/9/2020	49.00	7/1/2020	Grade 2 Math (Next Generation Standards). Funded through Title IIA Grant. Amended appointment up to fifteen (15) hours. July 1, 2020 through August 23, 2020.
Marte	Gina	Curriculum Writing	DW	Hourly	7/9/2020	49.00	7/1/2020	Grade 5 Scope & Sequence New Literacy Program. Funded through Title IIA Grant. Up to fifteen (15) hours. 2019/2020 Grant funding ending August 23, 2020.
Casswell	Carrie	Curriculum Writing	DW	Hourly	7/9/2020	49.00	7/1/2020	Grade K Scope & Sequence New Literacy Program. Funded through Title IIA Grant. Up to fifteen (15) hours. 2019/2020 Grant funding ending 8/23/2020.

Casswell	Carrie	Curriculum Writing	DW	Hourly	7/9/2020	49.00	7/1/2020	Grade 1 Scope & Sequence New Literacy Program. Funded through Title IIA Grant. Up to fifteen (15) hours. 2019/2020 Grant funding ending 8/23/2020.
Casswell	Carrie	Curriculum Writing	DW	Hourly	7/9/2020	49.00	7/1/2020	Grade 2 Scope & Sequence New Literacy Program. Funded through Title IIA Grant. Up to fifteen (15) hours. 2019/2020 Grant funding ending 8/23/2020.
Oliveto	Ann Marie	Curriculum Writing	DW	Hourly	7/9/2020	49.00	7/1/2020	Grade 3 Scope & Sequence New Literacy Program. Funded through Title IIA Grant. Up to seven and one-half (7.5) hours. 2019/2020 Grant funding ending 8/23/2020.
Marte	Gina	Curriculum Writing	DW	Hourly	7/9/2020	49.00	7/1/2020	Grade 3 Scope & Sequence New Literacy Program. Funded through Title IIA Grant. Up to seven and one-half (7.5) hours. 2019/2020 Grant funding ending 8/23/2020.
Jackson	Kristie	Curriculum Writing	DW	Hourly	7/9/2020	49.00	7/1/2020	Grade 4 Scope & Sequence New Literacy Program. Funded through Title IIA Grant. Up to seven and one-half (7.5) hours. 2019/2020 Grant funding ending 8/23/2020.
Celentano	Lisa	Curriculum Writing	DW	Hourly	7/9/2020	49.00	7/1/2020	Grade 4 Scope & Sequence New Literacy Program. Funded through Title IIA Grant. Up to seven and one-half (7.5) hours. 2019/2020 Grant funding ending 8/23/2020.
Moorman	Mark	Curriculum Writing	DW	Hourly	7/9/2020	49.00	7/1/2020	Technology 7. Funded through Title IIA Grant. Up to thirty (30) hours. 2019/2020 Grant funding ending 8/23/2020.
Modine	Kathi	Curriculum Writing	DW	Hourly	7/9/2020	49.00	7/1/2020	Math 6 Accelerated. Funded through Title IIA Grant. Up to fifteen (15) hours. 2019/2020 Grant funding ending 8/23/2020.
Maggio	Gregory	Curriculum Writing	DW	Hourly	7/9/2020	49.00	7/1/2020	Math 6 Accelerated. Funded through Title IIA Grant. Up to fifteen (15) hours. 2019/2020 Grant funding ending 8/23/2020.
Mamma	Paul	Curriculum Writing	DW	Hourly	7/9/2020	49.00	7/1/2020	Math 7 Accelerated. Funded through Title IIA Grant. Up to fifteen (15) hours. 2019/2020 Grant funding ending 8/23/2020.
Grillo	Gina	Curriculum Writing	DW	Hourly	7/9/2020	49.00	7/1/2020	Math 7 Accelerated. Funded through Title IIA Grant. Up to fifteen (15) hours. 2019/2020 Grant funding ending 8/23/2020.
Janson	Laurel	Curriculum Writing	DW	Hourly	7/9/2020	49.00	7/1/2020	Career Exploration 6. Funded through Title IIA Grant. Up to thirty (30) hours. 2019/2020 Grant funding ending 8/23/2020.
Ntiri	Agnes	Curriculum Writing	DW	Hourly	7/9/2020	49.00	7/1/2020	Career Exploration 6. Funded through Title IIA Grant. Up to thirty (30) hours. 2019/2020 Grant funding ending 8/23/2020.
Kistner	Christine	Curriculum Writing	DW	Hourly	7/9/2020	49.00	7/1/2020	Self-Contained Geometry. Funded through Title IIA Grant. Up to fifteen (15) hours. 2019/2020 Grant funding ending 8/23/2020.

Muratore	Kristina	Curriculum Writing	DW	Hourly	7/9/2020	49.00	7/1/2020	Self-Contained Geometry. Funded through Title IIA Grant. Up to fifteen (15) hours. 2019/2020 Grant funding ending 8/23/2020.
DiCristo	Elizabeth	Curriculum Writing	DW	Hourly	7/9/2020	49.00	7/1/2020	Self-Contained Algebra. Funded through Title IIA Grant. Up to thirty (30) hours. 2019/2020 Grant funding ending 8/23/2020.
Barreca	Christine	School Nurse	DW	Hourly	7/9/2020	35.51	7/1/2020	Summer work during the period of July 1, 2020 through August 31, 2020. Not to exceed forty (40) hours.
Behrens	Clare	School Nurse	DW	Hourly	7/9/2020	26.54	7/1/2020	Summer work during the period of July 1, 2020 through August 31, 2020. Not to exceed forty (40) hours.
Collins	Jeanne	School Nurse	DW	Hourly	7/9/2020	32.18	7/1/2020	Summer work during the period of July 1, 2020 through August 31, 2020. Not to exceed forty (40) hours.
Frank-Ziegler	Leslie	School Nurse	DW	Hourly	7/9/2020	33.56	7/1/2020	Summer work during the period of July 1, 2020 through August 31, 2020. Not to exceed forty (40) hours.
Krepil	Patricia	School Nurse	DW	Hourly	7/9/2020	32.18	7/1/2020	Summer work during the period of July 1, 2020 through August 31, 2020. Not to exceed forty (40) hours.
Nash	Raffaella	School Nurse	DW	Hourly	7/9/2020	50.62	7/1/2020	Summer work during the period of July 1, 2020 through August 31, 2020. Not to exceed forty (40) hours.
Rosman	Karen	School Nurse	DW	Hourly	7/9/2020	41.08	7/1/2020	Summer work during the period of July 1, 2020 through August 31, 2020. Not to exceed forty (40) hours.
Altieri	Ursola	Food Service Worker	DW	Hourly	7/9/2020	16.16	7/1/2020	Summer employment 7/1/2020 through 8/31/2020. As needed.
Autino	Corinne	Food Service Worker	DW	Hourly	7/9/2020	14.00	7/1/2020	Summer employment 7/1/2020 through 8/31/2020. As needed.
Bianco	Patrizia	Lead Food Service Worker	DW	Hourly	7/9/2020	21.31	7/1/2020	Summer employment 7/1/2020 through 8/31/2020. As needed.
Carbone	Dana	Food Service Worker	DW	Hourly	7/9/2020	14.00	7/1/2020	Summer employment 7/1/2020 through 8/31/2020. As needed.
Carbone	Katelyn	Food Service Worker	DW	Hourly	7/9/2020	18.05	7/1/2020	Summer employment 7/1/2020 through 8/31/2020. As needed.
Carman	Mary	Food Service Worker	DW	Hourly	7/9/2020	14.47	7/1/2020	Summer employment 7/1/2020 through 8/31/2020. As needed.
Cavaliere	Jennifer	Food Service Worker	DW	Hourly	7/9/2020	14.00	7/1/2020	Summer employment 7/1/2020 through 8/31/2020. As needed.
Delfox	Karen	Food Service Worker	DW	Hourly	7/9/2020	14.00	7/1/2020	Summer employment 7/1/2020 through 8/31/2020. As needed.
Dunstatter	Melissa	Lead Food Service Worker	DW	Hourly	7/9/2020	17.42	7/1/2020	Summer employment 7/1/2020 through 8/31/2020. As needed.
Farrell	Alicia	Food Service Worker	DW	Hourly	7/9/2020	17.56	7/1/2020	Summer employment 7/1/2020 through 8/31/2020. As needed.
Gravinese	Ellissa	Food Service Worker	DW	Hourly	7/9/2020	14.00	7/1/2020	Summer employment 7/1/2020 through 8/31/2020. As needed.

Hernandez	Miriam	Lead Food Service Worker	DW	Hourly	7/9/2020	19.62	7/1/2020	Summer employment 7/1/2020 through 8/31/2020. As needed.
McDonald	Jennifer	Assistant Cook	DW	Hourly	7/9/2020	24.25	7/1/2020	Summer employment 7/1/2020 through 8/31/2020. As needed.
Puccio	Lisa	Food Service Worker	DW	Hourly	7/9/2020	18.30	7/1/2020	Summer employment 7/1/2020 through 8/31/2020. As needed.
Versheck	Erin	Food Service Worker	DW	Hourly	7/9/2020	14.00	7/1/2020	Summer employment 7/1/2020 through 8/31/2020. As needed.
Golding	Jennifer	Literacy K-2	FJC	Annual	7/9/2020	5,555	7/1/2020	2020-2021 school year
Poole	Matthew	HS Guidance Facilitator	HS	Annual	7/9/2020	11,183	7/1/2020	2020-2021 school year
Schecher	Amy	HS Marching Band	HS	Annual	7/9/2020	5,555	7/1/2020	2020-2021 school year. May be pro-rated depending on length of season.
Oliveto	Ann Marie	JAE Literacy 3-5	JAE	Annual	7/9/2020	5,555	7/1/2020	2020-2021 school year
Ragona Jr	Vincent	HS Marching Band Assistant	MS	Annual	7/9/2020	2,778	7/1/2020	2020-2021 school year. May be pro-rated depending on length of season.
Panella	Patrick	MS Guidance Facilitator	MS	Annual	7/9/2020	5,366	7/1/2020	2020-2021 school year
Armine	Gregory	Special Area Chairperson Grades K-12	DW	Annual	7/9/2020	6,388	7/1/2020	2020-2021 school year
Nentwich	Christopher	Social Studies Chairperson Grades 6-12	DW	Annual	7/9/2020	12,000	7/1/2020	2020-2021 school year
Nobre	Anthony	Science Chairperson Grades 6-12	DW	Annual	7/9/2020	12,000	7/1/2020	2020-2021 school year
Rand	Jason	Math Chairperson Grades 6-12	DW	Annual	7/9/2020	12,000	7/1/2020	2020-2021 school year
Settepani	Joseph	ELA Chairperson Grades 6-12	DW	Annual	7/9/2020	12,000	7/1/2020	2020-2021 school year
Burke	Jennifer	ENL/LOTE Chairperson Grades K-12	DW	Annual	7/9/2020	12,000	7/1/2020	2020-2021 school year
Canzanella	Amy	Homeless/Foster Care Liaison	DW	Hourly	7/9/2020	49.00	7/1/2020	2020-2021 school year; Funding through Title I Grant
Zaffino	Jennifer	Homeless/Foster Care Coordinator	DW	Annual	7/9/2020	2,500	7/1/2020	2020-2021 school year stipend; Funding through Title I Grant
Schecher	Amy	Department Chair - Secondary Music	DW	Annual	7/9/2020	6,944	7/1/2020	2020-2021 school year
Ntiri	Agnes	Department Chair - Technology/FACS/Cos./Business	DW	Annual	7/9/2020	5,833	7/1/2020	2020-2021 school year
Ruggiero	Sara	Department Chair - Elementary Music	DW	Annual	7/9/2020	4,861	7/1/2020	2020-2021 school year
Fasano	Joanna	Special education Facilitator Grades K-2	DW	Annual	7/9/2020	5,555	7/1/2020	2020-2021 school year
Behringer	Jamie	Special Education Facilitator Grades 3-5	DW	Annual	7/9/2020	5,555	7/1/2020	2020-2021 school year
Shanahan	Sherin	Special Education Facilitator Grades 6-8	DW	Annual	7/9/2020	5,555	7/1/2020	2020-2021 school year
Messinetti	Margaret	Special Education Facilitator Grades 9-12	DW	Annual	7/9/2020	5,555	7/1/2020	2020-2021 school year
Ferraro	Emily	Math K-2 Chair	DW	Annual	7/9/2020	5,555	7/1/2020	2020-2021 school year
Stueber	Carrie	Science K-2 Chair	DW	Annual	7/9/2020	5,555	7/1/2020	2020-2021 school year
Trapani	Donna	Math 3-5 Chair	DW	Annual	7/9/2020	5,555	7/1/2020	2020-2021 school year
Frischia	Michael	Science 3-5 Chair	DW	Annual	7/9/2020	5,555	7/1/2020	2020-2021 school year
Bane-Honan	Courtney	School Counselor	MS	Daily	7/9/2020	546.18	7/1/2020	Not to exceed twelve (12) days during July/August 2020 and not to exceed two (2) days between 6/28/2021 and 6/30/2021
Conlon	Michael	School Counselor	HS	Daily	7/9/2020	532.46	7/1/2020	Not to exceed twelve (12) days during July/August 2020 and not to exceed two (2) days between 6/28/2021 and 6/30/2021
Jordan	James	School Counselor	HS	Daily	7/9/2020	571.15	7/1/2020	Not to exceed twelve (12) days during July/August 2020 and not to exceed two (2) days between 6/28/2021 and 6/30/2021
MacPherson	Tammy	School Counselor	HS	Daily	7/9/2020	641.12	7/1/2020	Not to exceed fourteen (14) days during July/August 2020 and not to exceed two (2) days between 6/28/2021 and 6/30/2021

Panella	Patrick	School Counselor	MS	Daily	7/9/2020	587.33	7/1/2020	Not to exceed twenty-four (24) days during July/August 2020 and not to exceed two (2) days between 6/28/2021 and 6/30/2021
Poole	Matthew	School Counselor	HS	Daily	7/9/2020	659.29	7/1/2020	Not to exceed twenty-four (24) days during July/August 2020 and not to exceed two (2) days between 6/28/2021 and 6/30/2021
Quigley	Janine	School Counselor	MS	Daily	7/9/2020	601.05	7/1/2020	Not to exceed twelve (12) days during July/August 2020 and not to exceed two (2) days between 6/28/2021 and 6/30/2021
Rizzi	Holly	School Counselor	HS	Daily	7/9/2020	601.05	7/1/2020	Not to exceed twelve (12) days during July/August 2020 and not to exceed two (2) days between 6/28/2021 and 6/30/2021
Spallina	Anna	Varsity Head Cheerleading--Fall (Year 19)	DW	Annual	7/9/2020	6,945	7/1/2020	Coaching appointment 2020-2021 school year. May be pro-rated depending on length of season.
Scanlon	Ariana	Varsity Asst. Cheerleading--Fall (Year 6)	DW	Annual	7/9/2020	5,278	7/1/2020	Coaching appointment 2020-2021 school year. May be pro-rated depending on length of season.
Bennett-Rosman	Alexa	JV Cheerleading--Fall (Year 6)	DW	Annual	7/9/2020	5,140	7/1/2020	Coaching appointment 2020-2021 school year. May be pro-rated depending on length of season.
Russo	Adrienne	MS Cheerleading - Fall (Year 3)	DW	Annual	7/9/2020	3,888	7/1/2020	Coaching appointment 2020-2021 school year. May be pro-rated depending on length of season.
Acritelli	Richard	Varsity Head Boys Cross Country (Year 19)	DW	Annual	7/9/2020	6,945	7/1/2020	Coaching appointment 2020-2021 school year. May be pro-rated depending on length of season.
McCormick	James	MS Boys Cross Country (Year 21)	DW	Annual	7/9/2020	5,556	7/1/2020	Coaching appointment 2020-2021 school year. May be pro-rated depending on length of season.
Poole	Matthew	Varsity Head Girls Cross Country (Year 25)	DW	Annual	7/9/2020	7,501	7/1/2020	Coaching appointment 2020-2021 school year. May be pro-rated depending on length of season.
Havranek	Gregory	MS Girls Cross Country (Year 6)	DW	Annual	7/9/2020	4,444	7/1/2020	Coaching appointment 2020-2021 school year. May be pro-rated depending on length of season.
Bittner	Katie	Varsity Head Field Hockey (Year 15)	DW	Annual	7/9/2020	6,945	7/1/2020	Coaching appointment 2020-2021 school year. May be pro-rated depending on length of season.
Lynch	Reagan	Varsity Asst Field Hockey (Year 4)	DW	Annual	7/9/2020	4,722	7/1/2020	Coaching appointment 2020-2021 school year. May be pro-rated depending on length of season.
Sciulla	Nickalina	MS Field Hockey (Year 2)	DW	Annual	7/9/2020	3,888	7/1/2020	Coaching appointment 2020-2021 school year. May be pro-rated depending on length of season.
DiLorenzo	Anthony	Varsity Head Football (Year 17)	DW	Annual	7/9/2020	7,500	7/1/2020	Coaching appointment 2020-2021 school year. May be pro-rated depending on length of season.

Iadanza	Jake	Varsity Asst. Football (Year 2)	DW	Annual	7/9/2020	5,000	7/1/2020	Coaching appointment 2020-2021 school year. May be pro-rated depending on length of season.
Mattia	John	Varsity Asst. Football (Year 15)	DW	Annual	7/9/2020	6,112	7/1/2020	Coaching appointment 2020-2021 school year. May be pro-rated depending on length of season.
Spallina	Daniel	JV Football (Year 9)	DW	Annual	7/9/2020	5,278	7/1/2020	Coaching appointment 2020-2021 school year. May be pro-rated depending on length of season.
Capell	Daniel	JV Football (Year 5)	DW	Annual	7/9/2020	4,722	7/1/2020	Coaching appointment 2020-2021 school year. May be pro-rated depending on length of season.
Aschettino	Andrew	MS Football (Year 16)	DW	Annual	7/9/2020	5,278	7/1/2020	Coaching appointment 2020-2021 school year. May be pro-rated depending on length of season.
Panella	Patrick	MS Football (Year 18)	DW	Annual	7/9/2020	5,278	7/1/2020	Coaching appointment 2020-2021 school year. May be pro-rated depending on length of season.
Reh	Jeff	Varsity Golf (Year 4)	DW	Annual	7/9/2020	3,888	7/1/2020	Coaching appointment 2020-2021 school year. May be pro-rated depending on length of season.
Camarda	Joseph	Varsity Head Boys Soccer (Year 15)	DW	Annual	7/9/2020	6,945	7/1/2020	Coaching appointment 2020-2021 school year. May be pro-rated depending on length of season.
Roach	Daniel	Varsity Asst Boys Soccer (Year 4)	DW	Annual	7/9/2020	4,722	7/1/2020	Coaching appointment 2020-2021 school year. May be pro-rated depending on length of season.
Dougherty	Sean	JV Boys Soccer (Year 4)	DW	Annual	7/9/2020	5,690	7/1/2020	Coaching appointment 2020-2021 school year. May be pro-rated depending on length of season.
Walsh	Tom	MS Boys Soccer (Year 2)	DW	Annual	7/9/2020	3,888	7/1/2020	Coaching appointment 2020-2021 school year. May be pro-rated depending on length of season.
Costa	Peter	Varsity Head Girls Soccer (Year 9)	DW	Annual	7/9/2020	6,389	7/1/2020	Coaching appointment 2020-2021 school year. May be pro-rated depending on length of season.
Goncalves	Rony	Varsity Asst Girls Soccer (Year 4)	DW	Annual	7/9/2020	4,722	7/1/2020	Coaching appointment 2020-2021 school year. May be pro-rated depending on length of season.
Brooks	Tesia	JV Girls Soccer (Year 2)	DW	Annual	7/9/2020	4,584	7/1/2020	Coaching appointment 2020-2021 school year. May be pro-rated depending on length of season.
Pina	Nancy	MS Girls Soccer (Year 7)	DW	Annual	7/9/2020	4,444	7/1/2020	Coaching appointment 2020-2021 school year. May be pro-rated depending on length of season.
Buonconsiglio	James	Varsity Girls Tennis (Year 15)	DW	Annual	7/9/2020	6,945	7/1/2020	Coaching appointment 2020-2021 school year. May be pro-rated depending on length of season.

Nobre	Anthony	JV Girls Tennis (Year 20)	DW	Annual	7/9/2020	5,696	7/1/2020	Coaching appointment 2020-2021 school year. May be pro-rated depending on length of season.
Settepani	Joseph	MS Girls Tennis (Year 19)	DW	Annual	7/9/2020	5,000	7/1/2020	Coaching appointment 2020-2021 school year. May be pro-rated depending on length of season.
Sussillo	Conor	Varsity Girls Volleyball (Year 5)	DW	Annual	7/9/2020	5,833	7/1/2020	Coaching appointment 2020-2021 school year. May be pro-rated depending on length of season.
Bonomi	Colin	JV Girls Volleyball (Year 2)	DW	Annual	7/9/2020	4,584	7/1/2020	Coaching appointment 2020-2021 school year. May be pro-rated depending on length of season.
Messinetti	Margaret	Athletics for All	DW	Annual	7/9/2020	3,334	7/1/2020	Coaching appointment 2020-2021 school year. May be pro-rated depending on length of season.
Brienza	Mark	Athletics for All	DW	Annual	7/9/2020	3,334	7/1/2020	Coaching appointment 2020-2021 school year. May be pro-rated depending on length of season.
Callahan	Dawn	General Education Teacher	MS	Hourly	7/9/2020	92.50	7/1/2020	Summer CSE/CPSE Committee Meetings. 2020-2021 school year
Ciliento	Sharon	General Education Teacher	JAE	Hourly	7/9/2020	81.95	7/1/2020	Summer CSE/CPSE Committee Meetings. 2020-2021 school year
Cox	Jessica	General Education Teacher	MS	Hourly	7/9/2020	81.95	7/1/2020	Summer CSE/CPSE Committee Meetings. 2020-2021 school year
Czajkowski	Lauren	General Education Teacher	FJC	Hourly	7/9/2020	85.86	7/1/2020	Summer CSE/CPSE Committee Meetings. 2020-2021 school year
Donadoni	Danielle	General Education Teacher	MS	Hourly	7/9/2020	78.03	7/1/2020	Summer CSE/CPSE Committee Meetings. 2020-2021 school year
Edmonds	Christine	General Education Teacher	FJC	Hourly	7/9/2020	83.90	7/1/2020	Summer CSE/CPSE Committee Meetings. 2020-2021 school year
Eichler	Chester	General Education Teacher	HS	Hourly	7/9/2020	87.82	7/1/2020	Summer CSE/CPSE Committee Meetings. 2020-2021 school year
Engellau	Jennifer	General Education Teacher	HS	Hourly	7/9/2020	92.50	7/1/2020	Summer CSE/CPSE Committee Meetings. 2020-2021 school year
Hallock	Audra	General Education Teacher	MS	Hourly	7/9/2020	92.50	7/1/2020	Summer CSE/CPSE Committee Meetings. 2020-2021 school year
Havranek	Gregory	General Education Teacher	MS	Hourly	7/9/2020	59.67	7/1/2020	Summer CSE/CPSE Committee Meetings. 2020-2021 school year
Knapp	Craig	General Education Teacher	JAE	Hourly	7/9/2020	90.68	7/1/2020	Summer CSE/CPSE Committee Meetings. 2020-2021 school year
Kuhn	Lori	General Education Teacher	MS	Hourly	7/9/2020	92.50	7/1/2020	Summer CSE/CPSE Committee Meetings. 2020-2021 school year
Lograno	Kerry	General Education Teacher	MS	Hourly	7/9/2020	83.90	7/1/2020	Summer CSE/CPSE Committee Meetings. 2020-2021 school year
Maggio	Gregory	General Education Teacher	MS	Hourly	7/9/2020	89.78	7/1/2020	Summer CSE/CPSE Committee Meetings. 2020-2021 school year
Mancini	Jaimie	General Education Teacher	HS	Hourly	7/9/2020	76.07	7/1/2020	Summer CSE/CPSE Committee Meetings. 2020-2021 school year
Marte	Gina	General Education Teacher	JAE	Hourly	7/9/2020	86.45	7/1/2020	Summer CSE/CPSE Committee Meetings. 2020-2021 school year

Nobre	Anthony	General Education Teacher	HS	Hourly	7/9/2020	91.59	7/1/2020	Summer CSE/CPSE Committee Meetings. 2020-2021 school year
Panella	Patrick	General Education Teacher	MS	Hourly	7/9/2020	83.90	7/1/2020	Summer CSE/CPSE Committee Meetings. 2020-2021 school year
Parker	James	General Education Teacher	HS	Hourly	7/9/2020	52.79	7/1/2020	Summer CSE/CPSE Committee Meetings. 2020-2021 school year
Pilkington-Kaler	Jan	General Education Teacher	FJC	Hourly	7/9/2020	92.13	7/1/2020	Summer CSE/CPSE Committee Meetings. 2020-2021 school year
Pina	Nancy	General Education Teacher	HS	Hourly	7/9/2020	61.39	7/1/2020	Summer CSE/CPSE Committee Meetings. 2020-2021 school year
Konsky	Diana	School Psychologist	HS	Hourly	7/9/2020	47.63	7/1/2020	Summer CSE/CPSE Committee Meetings & Evals. 2020-2021 school year
Picone	Meredith	School Psychologist	MS	Hourly	7/9/2020	74.11	7/1/2020	Summer CSE/CPSE Committee Meetings & Evals. 2020-2021 school year
Aschettino	Karen	Special Education Teacher	MS	Hourly	7/9/2020	76.07	7/1/2020	Summer CSE/CPSE Committee Meetings. 2020-2021 school year
Elcik	Deborah	Special Education Teacher	MS	Hourly	7/9/2020	74.11	7/1/2020	Summer CSE/CPSE Committee Meetings. 2020-2021 school year
Fioto	Eileen	Special Education Teacher	MS	Hourly	7/9/2020	74.11	7/1/2020	Summer CSE/CPSE Committee Meetings. 2020-2021 school year
Kistner	Christine	Special Education Teacher	HS	Hourly	7/9/2020	59.67	7/1/2020	Summer CSE/CPSE Committee Meetings. 2020-2021 school year
Luongo	Joselle	Special Education Teacher	MS	Hourly	7/9/2020	78.03	7/1/2020	Summer CSE/CPSE Committee Meetings. 2020-2021 school year
Mancini	Jaimie	Special Education Teacher	HS	Hourly	7/9/2020	76.07	7/1/2020	Summer CSE/CPSE Committee Meetings. 2020-2021 school year
Messinetti	Margaret	Special Education Teacher	HS	Hourly	7/9/2020	66.27	7/1/2020	Summer CSE/CPSE Committee Meetings. 2020-2021 school year
Nardiello	Cynthia	Special Education Teacher	HS	Hourly	7/9/2020	76.07	7/1/2020	Summer CSE/CPSE Committee Meetings. 2020-2021 school year
Parise	Megan	Special Education Teacher	MS	Hourly	7/9/2020	76.07	7/1/2020	Summer CSE/CPSE Committee Meetings. 2020-2021 school year
Pina	Nancy	Special Education Teacher	HS	Hourly	7/9/2020	61.39	7/1/2020	Summer CSE/CPSE Committee Meetings. 2020-2021 school year
Prudenti	Valerie	Special Education Teacher	HS	Hourly	7/9/2020	83.90	7/1/2020	Summer CSE/CPSE Committee Meetings. 2020-2021 school year
Settepani	Danielle	Special Education Teacher	MS	Hourly	7/9/2020	81.95	7/1/2020	Summer CSE/CPSE Committee Meetings. 2020-2021 school year
Shanahan	Sherin	Special Education Teacher	MS	Hourly	7/9/2020	94.18	7/1/2020	Summer CSE/CPSE Committee Meetings. 2020-2021 school year
Smokler	Kim	Special Education Teacher	JAE	Hourly	7/9/2020	94.18	7/1/2020	Summer CSE/CPSE Committee Meetings. 2020-2021 school year
Valvo	Denise	Special Education Teacher	MS	Hourly	7/9/2020	74.11	7/1/2020	Summer CSE/CPSE Committee Meetings. 2020-2021 school year
Cooper	Andrew	Speech Teacher	MS	Hourly	7/9/2020	87.82	7/1/2020	Summer CSE/CPSE Committee Meetings. 2020-2021 school year
Kasting	Kelly	Speech Teacher	FJC	Hourly	7/9/2020	94.18	7/1/2020	Summer CSE/CPSE Committee Meetings. 2020-2021 school year
Maggio	Michele	Speech Teacher	FJC	Hourly	7/9/2020	72.15	7/1/2020	Summer CSE/CPSE Committee Meetings. 2020-2021 school year

Cooper	Andrew	Speech Teacher	MS	Hourly	7/9/2020	87.82	7/1/2020	Summer Speech-Related Services & Evals. 2020-2021 school year
Kasting	Kelly	Speech Teacher	FJC	Hourly	7/9/2020	94.18	7/1/2020	Summer Speech-Related Services & Evals. 2020-2021 school year
Maggio	Michele	Speech Teacher	FJC	Hourly	7/9/2020	72.15	7/1/2020	Summer Speech-Related Services & Evals. 2020-2021 school year
Taglioni	Gianna	Speech Teacher	MS	Hourly	7/9/2020	42.47	7/1/2020	Summer Speech-Related Services & Evals. 2020-2021 school year
Silverman	Jennifer	Special Education Teacher	MS/HS	Hourly	7/9/2020	54.51	7/1/2020	Summer Related Services & Evals. 2020-2021 school year
Amoscato	Maria	Additional Supervision-Ice Cream Social	JAE	Hourly	7/9/2020	49.00	7/1/2020	2020-2021 school year
Costa	Jean	Additional Supervision-Ice Cream Social	JAE	Hourly	7/9/2020	49.00	7/1/2020	2020-2021 school year
Knapp	Craig	Additional Supervision-Ice Cream Social	JAE	Hourly	7/9/2020	49.00	7/1/2020	2020-2021 school year
Lopez	Mara	Additional Supervision-Ice Cream Social	JAE	Hourly	7/9/2020	49.00	7/1/2020	2020-2021 school year
Smokler	Kim	Additional Supervision-Ice Cream Social	JAE	Hourly	7/9/2020	49.00	7/1/2020	2020-2021 school year

**Rocky Point UFSD**  
**Personnel Schedule for Board of Education Approval - 7/9/20**

**7/9/20 Schedule-F Community Education**

Last	First	Position	Bldg.	Rate	BOE Date	Amount	Effective Date	Description/Comments
Manger	Elizabeth	Driver Education Clerical	DW	Hourly	6/22/2020	37.38	7/1/2020	7/1/20 through 9/29/20 due to retirement.
Romano	Josephine	Driver Education Clerical	DW	Hourly	6/22/2020	16.00	7/1/2020	2020-2021 School Year
Mood	Melissa	Substitutute Driver Education Clerical	DW	Hourly	6/22/2020	43.17	7/1/2020	2020-2021 School Year
Canzanella	Amy	Substitutute Driver Education Clerical	DW	Hourly	6/22/2020	47.13	7/1/2020	2020-2021 School Year