

EAST ROCKAWAY UNION FREE SCHOOL DISTRICT
East Rockaway, New York
Regular Meeting of the Board of Education
7:00 P.M., May 24, 2022
East Rockaway Jr./ Sr. High School Auditorium
Preceded by a Poetry Madness Contest Winners, Tenure Recommendations,
Natalie Hayes, Student Artist, Music Department - NYSSMA Recognition of student
participants, staff, and volunteers
Little Libraries Presentation and a Public Forum
MEETING OPEN TO THE PUBLIC AND LIVESTREAMED

AGENDA

1. Call to Order
2. Pledge of Allegiance led by Kacper Beben.
3. Public Comments on Agenda Items
4. Approval of Minutes
 - A. April 12, 2022, Meeting of the Board of Education
 - B. April 19, 2022, Special Meeting of the Board of Education
 - C. April 26, 2022, Special Meeting of the Board of Education
5. Acknowledgment of Monthly Reports and Correspondence
 - A. Receipt of Monthly Financial Reports: March 2022
 - B. Correspondence
6. Recommendations of the Superintendent of Schools
 - A. Upon the recommendation of the Superintendent, grant tenure to the following staff members on the effective date indicated and subject to satisfactory evaluation:
 1. Emily Judge, Special Education Teacher, effective August 30, 2022
 2. Alexandra Pietrantonio, Science Teacher, effective September 27, 2022
 3. Donna Robbins, School Counselor, effective August 30, 2022
 4. Jessica Salaway, Music Teacher, effective August 30, 2022
 5. Luke Tesoriero, Social Studies Teacher, effective August 30, 2022
 - B. Upon the recommendation of the Superintendent, accept, with regret, the resignation of Linda R. Donovan, for the purpose of retirement, from her teacher aide position, effective June 24, 2022.
 - C. Upon the recommendation of the Superintendent, accept the following resignations:
 1. Marichelle Weill, music teacher, effective June 30, 2022

2. James Hickey, Junior High Assistant Football Coach, effective April 29, 2022
- D. Upon the recommendation of the Superintendent, approve the four-year probationary appointment of Michael Bovino to the position of world language teacher Spanish (Tenure area: World Languages; Certification status: initial), effective September 1, 2022, subject to applicable laws and regulations regarding the granting of tenure, at the MA, Step 1, annual salary set forth in the East Rockaway Teachers Association Contract for the 2022-2023 school year.
 - E. Upon the recommendation of the Superintendent, approve the four-year probationary appointment of Isabella R. Famighetti to the position of English teacher (Tenure area: English; Certification status: Initial), effective September 1, 2022, subject to applicable laws and regulations regarding the granting of tenure, at the MA, Step 1, annual salary set forth in the East Rockaway Teachers Association Contract for the 2022-2023 school year.
 - F. Upon the recommendation of the Superintendent, approve the four-year probationary appointment of Shannon Conley to the position of Social Studies teacher (Tenure area: Social Studies; Certification status: Initial), effective September 1, 2022, subject to applicable laws and regulations regarding the granting of tenure, at the MA, Step 2, annual salary set forth in the East Rockaway Teachers Association Contract for the 2022-2023 school year.
 - G. Upon the recommendation of the Superintendent, approve the three-year probationary appointment of Barbara Olivares-Lazcano to the position of World Languages Chairperson, (tenure area: World Languages; certification status: Professional), effective September 1, 2022, subject to applicable laws and regulations regarding the granting of tenure, at the MA60, Step 12, (plus department chair stipend) annual salary set forth in the East Rockaway Teachers Association Contract for the 2022-2023 school year.
 - H. Upon the recommendation of the Superintendent, approve the part-time appointment of Kathryn Appello to the position of elementary teacher (.8 FTE), effective May 16, 2022, through June 30, 2022, at the prorated BA, Step Entry annual salary set forth in the East Rockaway Teachers Association Contract for the 2021-2022 school year.
 - I. Upon the recommendation of the Superintendent, approve the appointment of Ronmel Ocampo to the position of permanent substitute teacher, effective May 11, 2022, at the per diem salary established by the East Rockaway Board of Education on the Non-Contractual Salary Schedule for the 2021-2022 school year.
 - J. Upon the recommendation of the Superintendent, approve the appointment of Taylor Dworkin to the position of permanent substitute teacher, effective May 25, 2022, at the per diem salary established by the East Rockaway Board of Education on the Non-Contractual Salary Schedule for the 2021-2022 school year.
 - K. Upon the recommendation of the Superintendent, approve the appointment of to the Kacie Curran position of permanent substitute teacher, effective May 25, 2022, at

the per diem salary established by the East Rockaway Board of Education on the Non-Contractual Salary Schedule for the 2021-2022 school year.

L. Upon the recommendation of the Superintendent, approve the following proctor assignments, effective May 2, 2022, through June 24, 2022, at the supervision salary rate established by the East Rockaway Teachers Association contract, Appendix C, for the 2021-2022 school year:

a. Melissa Watson

M. Upon the recommendation of the Superintendent, approve the revised ERHS club advisor assignments for the 2021-2022 school year at the stipend salary established by the East Rockaway Teachers Association contract for the 2021-2022 school year.

N. Upon the recommendation of the Superintendent, approve the appointment of Jessica White, to the position of Senior Typist Clerk (10 months), effective July 1, 2022, at the Step 7 annual salary set forth in the East Rockaway Secretaries Association Agreement for the 2022-2023 school year.

O. Upon the recommendation of the Superintendent, approve the following special education summer school appointments, effective, July 5, 2022, through August 12, 2022, at the hourly salary established by the East Rockaway Teachers Association contract for Other Educational Assignments for the 2022-2023 school year:

Dr. Rosina Pzena.....	School Psychologist
Dr. Alisa Nunes.....	Substitute School Psychologist
Bethany Kinkaid	Speech Language Teacher
Heather Bolanos.....	Speech Language Teacher
Allison Gerbert.....	Special Education Teacher
Kristen Donovan	Special Education Teacher
Jeannie Mengel	Special Education Teacher
Deborah Iannico.....	Substitute Special Education Teacher
Kathleen Crowley	Specialized Instruction Teacher
Danielle Schaetzle.....	Specialized Instruction - Reading
Deborah Iannico.....	Specialized Instruction - Reading

1. Upon the recommendation of the Superintendent, approved the following appointments for summer CSE/CPSE meetings, effective July 1, 2022, through August 31, 2022, at the hourly salary set forth in the East Rockaway Teachers Association contract for Other Educational Assignments for the 2022-2023 school year:

Dr. Rosina Pzena.....	School Psychologist
Dr. Alissa Nunes	Substitute School Psychologist
Dr. Danielle Lundgren	Substitute School Psychologist
Kathleen Crowley	Special Education Teacher
Deborah Iannico.....	Special Education Teacher

Bethan Kinkaid	Speech Language Teacher
Kimberly Rosenkrantz	Speech Language Teacher
Heather Bolanos.....	Speech Language Teacher
Vincent Healy	General Education Teacher
Robert Kennedy.....	General Education Teacher
Dawn McCabe.....	Social Worker, CPSE/CSE, McKinney Vento
Vincent Healy	Chairperson, CSE/CPSE
Robert Kennedy	Chairperson, CSE/CPSE
Dr. Rosina Pzena.....	Chairperson, CSE/CPSE
Dr. Alissa Nunes	Substitute Chairperson, CSE/CPSE
Dr. Danielle Lundgren	Substitute Chairperson, CSE/CPSE

- P. Upon the recommendation of the Superintendent, approve the following special education summer school teacher aide appointments, effective July 5, 2022, through August 12, 2022, at the hourly salary established by the East Rockaway Teacher Aides Association contract for the 2022-2023 school year:

Kathleen Gicewicz	Teacher Aide
Linda Lindsley	Teacher Aide
Noreen Sheehy	Teacher Aide
John Wolek Fitch	Teacher Aide
Tina Lewald	Substitute Teacher Aide

- Q. Upon the recommendation of the Superintendent, approve the appointment of Thomas White to the position of Security Aide for the East Rockaway Extended School Year Summer Program and the East Rockaway Jr./Sr. High School Summer Program at Rhame Avenue School effective July 5, 2022, through August 18, 2022, at the salary established by the East Rockaway Board of Education Monitor and Security Unit Agreement for the 2022-2023 school year.

- R. Upon the recommendation of the Superintendent, approve the appointment of Denise Powell to the position of Summer Security Aide, for the East Rockaway Jr./Sr. High School, effective June 27, 2022, through September 1, 2022, at the salary established by the East Rockaway Board of Education Monitor and Security Unit Agreement for the 2021-2022 and 2022-2023 school years.

- S. Upon the recommendation of the Superintendent, approve the appointment of Frederick Cange to the position of Summer Security Aide, for the East Rockaway Jr./Sr. High School, effective June 27, 2022, through September 1, 2022, at the salary established by the East Rockaway Board of Education Monitor and Security Unit Agreement for the 2021-2022 and 2022-2023 school years.

- T. Upon the recommendation of the Superintendent, approve the appointment of Denise Cipriano to the position of Summer Textbook Monitor, effective June 19, 2022, through August 30, 2022, at the salary established by the East Rockaway Board of Education Monitor and Security Unit Agreement for the 2021-2022 and 2022-2023 school years.

- U. Upon the recommendation of the Superintendent, approve the request of Christine LaFrance for a medical leave of absence effective April 30, 2022, through June 30, 2022.
- V. Upon the recommendation of the Superintendent, approve the following temporary assignments at the salary approved by the East Rockaway Board of Education on the Non-Contractual Salary Schedule for substitute workers:
 - 1. Dakota Terenzi, concert supervisor, effective May 17, 2022
 - 2. Ksenia Brito, athletic supervisor (day/evening), effective March 14, 2022
 - 3. Kenneth Anderson, athletic supervisor (day/evening), effective March 14, 2022

7. Other Items

- A. **BE IT HEREBY RESOLVED THAT** the Board of Education of the East Rockaway Union Free School District appoints James DeTommaso as Superintendent of Schools effective July 1, 2022, on the terms and conditions set forth in an employment agreement dated May 24, 2022; and

BE IT FURTHER RESOLVED THAT the Board authorizes the Board President to execute said employment agreement on behalf of the Board.

- B. Approve the following resolution:

The Board of Education accepts and approves the Board Resolution (attached hereto) setting forth the results of the May 17, 2022, Annual District Election.

- C. Approve the Student Accident Coverage Agreement between East Rockaway UFSD and Pupil Benefits Plan, Inc. for the 2022-2023 school year and authorize the Assistant Superintendent of Finance and Operations to sign the Student Accident Coverage Request on behalf of the East Rockaway Board of Education.

- D. Approve the following resolution:

BE IT RESOLVED that upon the recommendation of the Superintendent, the President of the Board of Education is authorized to establish "*The Harry Friesleben Memorial Scholarship Award*" to be awarded to a varsity basketball player whose enthusiasm, dedication, and love of the game motivated and inspired his/her teammates, in the amount of \$500.

- E. Approve the following resolution:

BE IT RESOLVED that upon the recommendation of the Superintendent, the President of the Board of Education is authorized to establish the "*The Harry Friesleben Memorial Basketball Scholarship Award*" to be awarded to a varsity basketball player who meets the criteria above in the amount of \$250.

F. Approve the following resolution:

BE IT RESOLVED that upon the recommendation of the Superintendent, the President of the Board of Education is authorized to establish “*The Club Rock/Cilluffo Family Scholarship*” to be awarded to a senior athlete who meets the criteria in the amount of \$250.

G. Approve the AVID College Readiness System Products and Services Agreement, which consists of the 2022-2023 Quote/Order, for the East Rockaway School District for the period July 1, 2022, to June 30, 2023, and authorize the President of the Board of Education to execute the agreement on behalf of the East Rockaway Board of Education.

H. Approve the Memorandum of Understanding between the East Rockaway School District and Nassau Community College and authorize the President of the Board of Education to execute the agreement on behalf of the East Rockaway Board of Education.

I. Approve the Summer School Contract (2022) with Nassau BOCES for East Rockaway students for the period July 1, 2022, through on or about August 31, 2022, and authorize the President of the Board of Education to execute the contract on behalf of the East Rockaway Board of Education.

J. Approve the Tuition agreement with Anderson Center for Autism, for special education services for one student, Student I.D. No. 180008082 for the 2022-2023 school year and authorize the President of the Board of Education to execute the tuition agreement on behalf of the East Rockaway Board of Education.

K. Accept the following donations to fund scholarships:

1. A grant in the sum of \$5,000 from The Richard R. Ong and Heidi Lem Ong Charitable Fund to fund scholarships for the Valedictorian and Salutatorian
2. From Linda Bonziglia, a check in the sum of \$50 for the Cheryl Drugan Award

L. Approve the following donation(s):

1. From the Centre Avenue PTA, a curriculum enhancement grant in the sum of \$537.75
2. From Chris Jarmuz, Class of 1976, for two L-Screens for the East Rockaway Baseball Program
3. From Club Rock, \$100.00 for the East Rockaway Varsity Track Program

8. Approval of CSE and CPSE Recommendations

9. Budget Transfers

A. Upon the recommendation of the Superintendent, the Board of Education approves the following budget transfer:

1. Transaction No. 22-019

2. Transaction No. 22-020
3. Transaction No. 22-021
4. Transaction No. 22-022
5. Transaction No. 22-023
6. Transaction No. 22-024

10. Policy Matters –

A. Policy Subcommittee Report

B. For Adoption

1. 1050, Annual District Election and Budget Vote

C. For Review

1. 1400, Public Complaints
2. 1405, Complaints about Certain Federally-Funded Programs
3. 1420, Complaints About Curricula or Instructional Materials
4. 2160, School District Officer and Employee Code of Ethics
5. 2330, Executive Sessions
6. 4810, Teaching About Controversial Issues
7. 5300, Code of Conduct
8. 6680, Internal Audit Function
9. 6700, Purchasing
- 10.8110, School Building Safety
- 11.8112, Health and Safety Committee
- 12.8220, Buildings and Grounds Maintenance and Inspection
- 13.8635-E, Parents Bill of Rights for Student Data Privacy and Security
- 14.9630, Sexual Misconduct
- 15.9150, Non-Fraternization “New”

11. Reports

A. Superintendent’s Report

12. Public Comments

13. Board Member Comments

14. Adjournment

BOARD RESOLUTION

WHEREAS, the Annual District Election of the East Rockaway Union Free School District of the Town of Hempstead, New York, was duly called to be held on May 17, 2022 and was held on said date in said School District for the purpose of voting on the Propositions and Elections set forth in the notice calling said Annual District Election:

NOW, THEREFORE, BE IT

RESOLVED BY THE BOARD OF EDUCATION OF THE EAST ROCKAWAY UNION FREE SCHOOL DISTRICT OF THE TOWN OF HEMPSTEAD, IN THE COUNTY OF NASSAU, NEW YORK, AS FOLLOWS:

1. It is hereby determined that said election was held in all respects in the manner prescribed by the Education Law of the State of New York.
2. The respective statements of the Inspectors of Election have been presented to the Board of Education of said School District and said Board has examined said statements and tabulated them as follows:

PROPOSITION NO. 1

Total number of ballots cast on Proposition No. 1 School District Budget	<u>692</u>
Total number of ballots cast in favor of Proposition No. 1	<u>480</u>
Total number of ballots cast against Proposition No. 1	<u>212</u>

PROPOSITION NO. 2

Total number of ballots
cast on Proposition No. 2
Capital Reserve Fund for
Technology Projects

692

Total number of ballots
cast in favor of
Proposition No. 2

517

Total number of ballots
cast against
Proposition No. 2

175

PROPOSITION NO. 3

Total number of ballots
cast on Proposition No. 3
Establishment of Capital Reserve
Fund for Building Improvements
And Repairs III

692

Total number of ballots
cast in favor of
Proposition No. 3

498

Total number of ballots
cast against
Proposition No. 3

194

PROPOSITION NO. 4

Total number of ballots
cast on Proposition No. 4
Transportation Eligibility

702

Total number of ballots
cast in favor of
Proposition No. 4

193

Total number of ballots
cast against
Proposition No. 4

509

MEMBERS OF BOARD OF EDUCATION

Total number of Ballots
cast in the election
of Member of Board
of Education, Two
Three-Year Terms

1,185

Total number of ballots
cast for Michael Motherway

404

Total number of ballots
cast for Peter McNally

461

Total number of ballots
cast for Maureen Doyle

320

Total number of spoiled
or un-scanned ballots cast

—

3. This Board has this day canvassed the returns as contained in such statements and hereby determines the number of votes cast to be as follows:

FOR PROPOSITION NO. 1 480

AGAINST PROPOSITION NO. 1 212

FOR PROPOSITION NO. 2 517

AGAINST PROPOSITION NO. 2 175

FOR PROPOSITION NO. 3 498

AGAINST PROPOSITION NO. 3 194

FOR PROPOSITION NO. 4 193

AGAINST PROPOSITION NO. 4 509

FOR MEMBER OF THE BOARD OF EDUCATION, MICHAEL MOTHERWAY 404

FOR MEMBER OF THE BOARD OF EDUCATION, PETER MCNALLY 461

FOR MEMBER OF THE BOARD OF EDUCATION, MAUREEN DOYLE 320

4. It is hereby further determined that Proposition No. 1 was approved (~~approved~~/disapproved) by a majority of the votes cast thereon and it is hereby declared to be adopted (~~adopted~~/rejected) and that the proposed 2022-2023

budget for school purposes in the total amount of Forty-Two Million, Six Hundred Thirty-Three Thousand, Seven Hundred Twenty-Three Dollars (\$42,633,723) be adopted, and, that said sum be expended during the ensuing school year, and the necessary taxes upon the taxable property of the school district be levied to meet said expenditures after first deducting the monies available from state aid and other sources.

5. It is hereby further determined that Proposition No. 2 was

Approved by a majority of the votes cast thereon and it is hereby declared
(approved/disapproved)
to be adopted
(adopted/rejected)

6. It is hereby further determined that Proposition No. 3 was

Approved by a majority of the votes cast thereon and it is hereby declared
(approved/disapproved)
to be Adopted
(adopted/rejected)

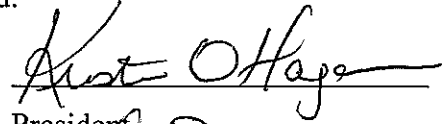
7. It is hereby further determined that Proposition No. 4 was

Disapproved by a majority of the votes cast thereon and it is hereby declared
(approved/disapproved)
to be Rejected
(adopted/rejected)

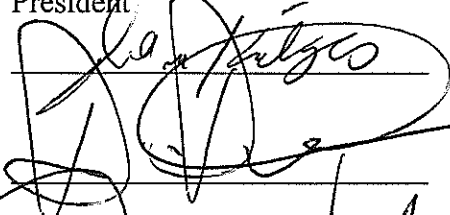
8. It is hereby further determined that Peter McNally received the highest number of votes cast for members of the Board of Education and is hereby declared to be elected to a Three-Year term.

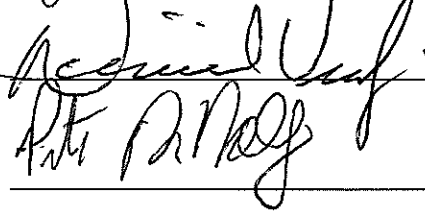
9. It is hereby further determined that Michael Motheway received the second-highest number of votes cast for members of the Board of Education and is hereby declared to be elected to a Three-Year term.

As evidence of several determinations hereinabove made pursuant to Section 2034 of the Education Law of the State of New York, as amended, this Board has caused two copies of this resolution to be signed by the members of the Board.



President





J. J. STANIS and COMPANY, INC.

377 Oak Street, Suite 406 • Garden City, New York 11530

Phone 516 • 465 • 3900 Fax 516 • 465 • 3920

www.jjstanisco.com

April 18, 2022

RECEIVED

APR 25 2022

EAST ROCKAWAY PUBLIC SCHOOLS
BUSINESS OFFICE

Ms. Jacqueline Scrio
Assistant Superintendent for Finance and Operations
East Rockaway UFSD
443 Ocean Avenue
East Rockaway, NY 11518

Re: **Student Accident Renewal 7/1/2022-7/1/2023**
Base Policy: Berkley
CAT Policy: Gerber Life

Dear Ms. Scrio,

The Base policy with Berkley and CAT policy with Gerber Life are scheduled to renew on 7/1/2022. Both policies are renewing with no change to the current rates. Below are the current and renewal premiums. There was a reduction in annual premium due to a decrease in student count.

We did place your policy out to market to ensure that you are receiving the best pricing for your plan. Attached are the results from the market check.

	<u>Expiring Premium</u>	<u>Renewal Premium</u>
BASE POLICY (Berkley)	\$10,800.00	\$9,720.00
CATASTROPHIC POLICY (Gerber Life)	\$1,109.62	\$1,040.89

We are recommending the move to Pupil Benefits on your base plan for an estimated annual savings of \$2,600.85 and remain with Gerber Life for your Catastrophic coverage.

Please review the above and attached. Kindly make your selection below and sign. Please return these to us no later than May 20, 2022 so that we can secure coverage with the carrier.

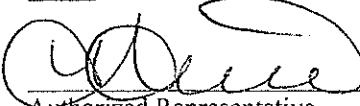
We look forward to servicing your account in the upcoming year.

Sincerely,

Donna M. Zuzio

Donna M. Zuzio
Director of Client Services

- Please renew Basic coverage with Berkley at the above renewal premium
 Please move our Basic Coverage to **Pupil Benefits** effective 7/1/2022 at the attached premium
 Please renew our Catastrophic Coverage with Gerber at the above renewal premium


Authorized Representative

Jaqueline Scrio, Asst Supt.
Print Name/Title

4-25-2022
Date

East Rockaway UFSD

July 1, 2022

JJ Stanis and Company Quote Options

BASIC COVERAGE	(Current) Berkley	(Renewal) Berkley	Option #1 Pupil Benefits	Option #2 US Fire/Alive Risk	Option #3 Gerber Life	Option #4 Chubb	Option #5 National Union Fire/AIG	Philadelphia
Accident Medical Expense	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000	
Deductible	\$100	\$100	\$0	\$100	\$100	\$100	\$100	
Coinsurance	100% of U&C	100% of U&C	100% of U&C	100% of U&C	100% of U&C	100% of U&C	100% of U&C	
Benefit Period	3 Years	3 Years	3 years	3 Years	3 Years	3 Years	5 Years	DTQ
Per-Student Rate:			\$7.05					
Annual Premium	\$10,800.00	\$9,720.00	\$8,199.15	\$8,640.00	\$9,618.01	\$10,789.00	\$12,337.00	
Difference in Premium		\$ (1,080.00)	\$ (2,600.85)	\$ (2,160.00)	\$ (1,181.99)	\$ (11.00)	\$ (1,537.00)	
Comments:								Dual activity with another broker.

** Please note: Annual Premium based on 1163 Student Headcount

CATASTROPHIC COVERAGE	(Current) Gerber Life	(Renewal) Gerber Life	Option #1 US Fire/Alive Risk	Option #2 Chubb	Option #3 National Union Fire/AIG	Philadelphia
Accident Medical Per Accident	\$1,000,000	\$1,000,000				
Deductible Per Accident	\$50,000	\$50,000				
Benefit Period	10 years	10 years				
Annual Premium (CAT)	\$1,109.62	\$1,040.89				
Difference in Premium		\$ (68.73)				
Comments:						Dual activity with another broker.

AVID Center



Products and Services Quote/Order

Quote/Order #: Q-83349
 Client: East Rockaway Union Free School
 District
 Address: 443 Ocean Ave
 East Rockaway, NY 11518

AVID Center Representative: Patrick Briggs
 Phone: (972) 591-2517
 Email: pbriggs@avid.org

Effective Date: July 01, 2022

Expiration Date: June 30, 2023

District Products			
QTY	PRODUCT NAME	UNIT PRICE	EXTENDED PRICE
1	AVID District Leadership Year 1	\$9,000.00	\$3,750.00
District Products SUBTOTAL:			\$3,750.00

East Rockaway Jr Sr High Sch			
QTY	PRODUCT NAME	UNIT PRICE	EXTENDED PRICE
1	AVID Membership Fees Secondary	\$4,199.00	\$4,199.00
1	AVID Weekly Secondary	\$625.00	\$610.00
East Rockaway Jr Sr High Sch SUBTOTAL:			\$4,809.00

TOTAL: \$8,559.00

plus all applicable taxes

Additional Comments:

Client acknowledges and agrees to the following:

- Costs represent AVID fees only. Additional costs may be billed to Client directly by PNW BOCES based on membership with the PNW BOCES ACTION Collaborative Network.
- AVID Center will invoice PNW BOCES for AVID products and services per the Quote/Order or Subsequent Quote/Order as well as any applicable fees. PNW BOCES will pay AVID Center the invoiced amount.
- For any AVID Center hosted trainings, AVID Center will charge/invoice cancellation fees, if applicable, in accordance with our policy which may be updated from time to time. Client is responsible for checking the updated policy when registering for any event. The most current policy can be accessed at <https://www.avid.org/rest-assured-policy>.

Quote/Order
 2022 - 2023 East Rockaway Union Free School District Drafted: 04/04/2022

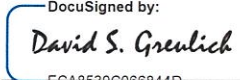
This AVID Center Products and Services Quote/Order is a Subsequent Quote/Order as defined in the General Terms and Conditions previously agreed to by AVID Center and the "Client" identified above. This Quote/Order, together with the General Terms and Conditions, supersedes all previous Quote/Orders and constitutes a binding agreement between AVID Center and Client with respect to the AVID Products and Services specified above. Descriptions and requirements for AVID Products and Services can be found at <https://www.avid.org/Page/3290>. Certain AVID Products and Services may be cancelled by Client as set forth in AVID Center's Rest Assured Policy at <https://www.avid.org/rest-assured-policy>.


AVID Center is committed to assisting Client with a successful implementation. Newly implementing AVID sites are best supported by a core site team of educators – at least 8 for AVID Secondary or 4 for AVID Elementary. In the initial year of implementation, Client agrees to enroll participants into AVID Summer Institute ("SI") equal to the minimum core site team described herein, unless AVID Center agrees to a lesser number on this Quote/Order. If AVID DigitalXP ("DigitalXP") is taken instead of SI, prices will be adjusted accordingly upon completion of the training event. Client will be invoiced for the greater of the number of participants from a site registered for the event or committed to on this Quote/Order.


No payment is due at the time of execution of this Quote/Order, notwithstanding anything to the contrary in the General Terms and Conditions. At the time of invoicing, AVID Center will verify registration fees for each site listed on this Quote/Order and any SI/DigitalXP registrations which have been previously paid will be removed from the invoice. Payment will be due within thirty (30) days following receipt of AVID Center's invoice related to this Quote/Order. Each party has caused this Quote/Order to be signed by its duly authorized representative. The terms of this Quote/Order will control in the event of a conflict with any terms or conditions set forth in any purchase order or other document or communication from Client and any such terms and conditions are hereby rejected by AVID Center and of no effect.

AVID Center,
a California Non-Profit Corporation 501(c)(3)

East Rockaway Union Free School District

By: 
Print Name: David S Greulich
Title: Controller
Date: 5/3/2022 | 12:29 PM PDT
Email: contracts@avid.org

By: 
Print Name: _____
Title: _____
Date: _____
Email: _____

AVID Center
9797 Aero Drive, Suite 100
San Diego, CA 92123
Employer ID # 

**MEMORANDUM OF UNDERSTANDING
BETWEEN
EAST ROCKAWAY SCHOOL DISTRICT
AND
NASSAU COMMUNITY COLLEGE**

Whereas, Nassau Community College (College), in partnership with the East Rockaway School District, is piloting a program entitled the East Rockaway *Nassau Partnership* (ERNP), which is designed to provide the School District's high school students with an authentic college experience, and

Whereas, as part of the ERNP, a select group of East Rockaway High School students will spend a portion of or their entire school day during their senior year taking courses at Nassau Community College's Campus, located in Garden City, NY, and

Whereas, East Rockaway High School students will select pre-determined full-time college course schedules for the fall/spring semesters, and the students will assume all responsibilities of full-time, on-campus college students), thus providing the true college readiness experience to prepare them for post-secondary study, and

Whereas, the East Rockaway School District wishes to participate in the ERNP so as to obtain the benefit of college-level instruction for the School District's students enrolled in the ERNP (students).

Now, therefore, in consideration of the covenants, promises and consents herein contained, the parties hereto agree as follows:

1. Term of Agreement

This Agreement shall be in effect from date of signing and will continue until June 30, 2023, with an option to renew the term for additional periods, upon the mutual written consent of the parties as reflected in an amendment to this Agreement.

2. Commitment of the College

- a. The College will partner with the School District to enroll students in the ERNP along multiple tracks through the High School Enrichment Program at NCC. NCC will need updated high school transcript and signatures from the students' parents and school counselors. Accordingly, depending on the students' high school grades, students may be eligible for admissions to the College's credit bearing classes as regular non-matriculated students or as career track non-matriculated students. No placement testing will be needed for this population as long as students meet the College placement criteria, or complete the Nassau Community College High School Enrichment Admissions application. Course selections will be based on the collaboration and partnership between the School District and College.
- b. Classes will be offered at the Nassau Community College Campus or virtually, depending on whether the particular course is being instructed in a face-to-face format on the College campus during the semester in question. Students will be placed in credit courses with the general college student population. In all cases, the faculty who will teach ERNP classes will be full-time or adjunct faculty of the College.

- c. The School District and/or the School District’s transportation contractor shall arrange for the students’ transportation to and from the College. The students and/or the students’ parent/guardian and/or the School District and/or the School District’s transportation contractor shall bear all responsibility and liability for the students while the students are traveling to and from the College to participate in the ERNP. The College shall bear no responsibility whatsoever for any liability incurred by the School District, or the enrolled students in connection with the students’ transportation while participating in the ERNP.
- d. The tuition charged by the College to each eligible ERNP participating student shall be set at full time, Nassau County resident tuition for the academic year in question. Students will also be charged the following fees:

Application Fee: \$ 55 (lifetime application fee)
Tuition: \$242 per credit (resident rate)
Consolidated Fee: \$2 per credit (lifetime transcripts, NCC ID)
Course Related Fees: If applicable (lab fees)

The College reserves the right to increase or otherwise alter the tuition and/or fees prior to the beginning of each College semester, subject to any prior authorization of the College’s Board of Trustees. The students shall be required to tender payment to the College upon receipt of a College bill/invoice to maintain their registration in the classes. In the event any students choose to drive to the College campus instead of utilizing transportation provided by the School District, such students will be responsible for obtaining and paying all applicable fees for a College parking permit.

- e. The College will provide an on-campus contact available to ERNP participating students who will aid in the facilitation of aspects of ERNP which take place on the College’s campus, and will be available during business hours (hereinafter the “College Liaison”). The College Liaison will carry out the following functions:
 - 1) Provide updates to the School District on East Rockaway’s students’ academic performance;
 - 2) Assist East Rockaway’s students with questions and concerns with respect to the ERNP, including providing scheduling assistance;
 - 3) Serve as a College representative to communicate with East Rockaway’s students’ parents concerning their participation in the ERNP;
- f. If on-campus instruction is feasible during the Agreement term in accordance with State, SUNY and College regulations affecting the COVID-19 pandemic, the College will provide a common space for ERNP participating students to meet together and to also meet with designated School District and College personnel.
- g. The College will provide opportunities for the ERNP participating students to join NCC clubs and extracurricular activities as long as all applicable College fees are paid. ERNP students shall not be eligible to join College’s NJCAA Athletic teams.

3. Commitment of the School

- a. The School District has a process in place, in coordination with the College schedule, to inform parents/guardians and students of the requirements and benefits of program participation.

- b. The School District shall promote and invite qualified students and their parents/guardians to an informational session at the School District in accordance with the shared time frame.
- c. The School District shall be responsible for providing transportation to and from the campus.
- d. The School District shall not be responsible for making any tuition payment on behalf of any student.
- e. The School District shall assign a designated counselor/administrative contact who will aid in the recruitment, monitoring and overall facilitation of those aspects of the ERNP that take place in the School District's facilities. A designated counselor/administrative contact (the "School District Liaison") for East Rockaway's students is necessary for all semesters of the ERNP during which students are taking courses through the ERNP. The School District Liaison name(s) and contact information should be indicated at the bottom of this document, with any changes immediately forwarded in writing to the College Liaison. This individual will serve as the School District's primary contact with Nassau Community College with respect to the ERNP. Any ERNP student concerns will be communicated through the ERNP School District Liaison to the College Liaison for clarification.

4. Commitment of Students

- a. Students interested in participating in the ERNP shall apply to the ERNP in their junior year for admission in their senior year. Students applying must be **current** high school students, registered in the School District at the time of the ERNP course offerings. If necessary, students will take appropriate placement testing at the Nassau Community College Campus or at East Rockaway High School upon mutual agreement by the parties.
- b. Students must be 17 years old on the first day they begin taking College courses. If students have not yet turned 17, appropriate Consent and Assumption of Risks forms must be executed by the parents/guardians and students, as a condition of attendance.
- c. Continuation in the ERNP is dependent on students performing satisfactorily. Students who maintain a 2.0 GPA or better in their first semester shall be deemed to have performed satisfactorily, and may continue in the ERNP for the second semester. Students must comply with all ERNP policies and procedures on maintaining eligibility.
- d. Students must comply with the College academic calendar and all College policies and procedures, including but not limited to the [Student Code of Conduct](https://collegecatalog.ncc.edu/current/policiesandprocedures/additional_information/student_conduct.html). (See: https://collegecatalog.ncc.edu/current/policiesandprocedures/additional_information/student_conduct.html). Students taking face-to-face class on the College campus must comply with all College's COVID-19-related protocols with respect to health screening, surveillance testing, mask-wearing and social distancing.
- e. Students are responsible for paying tuition and fees to the College. See Appendix "A" attached.
- f. The student and their parent or guardian will be required to sign a record release authorization statement under the Family Educational Rights and Privacy Act (FERPA) to authorize the release of specific educational information to allow **designated** Nassau CountyCommunity

College personnel to discuss the student's performance, behavior and/or academic records on their behalf with their parents/guardians and **designated** School/high school personnel.

5. College's Non-Discrimination Notice

Nassau Community College does not discriminate on the basis of race, color, religion, creed, sex, age, marital status, gender identity or expression, sexual orientation, familial status, pregnancy, predisposing genetic characteristics, equal pay compensation-sex, national origin, military or veteran status, domestic violence victim status, criminal conviction or disability in its admissions, programs and activities, or employment. This applies to all employees, students, applicants or other members of the College community (including, but not limited to, vendors and visitors). Grievance procedures are available on the College's website: [NCC Equity and Inclusion Offices Policies and Procedures](#) or by contacting the Office of Diversity, Equity, Inclusion and Affirmative Action. Retaliation against a person who files a complaint, serves as a witness, or assists or participates in the investigation of a complaint in any manner is strictly prohibited.

The following persons have been designated to handle inquiries regarding the College's non-discrimination policies:

Dr. Craig J. Wright, CAAP,
Associate Vice President, Equity, Inclusion,
Affirmative Action, ADA/504 & Title IX Officer

6. Miscellaneous

- a. Any announcement or other public statement made by any party concerning this Agreement or the relationship between the parties shall be subject to the prior approval of the other party except as may be required by law. Except as otherwise expressly provided herein, neither party shall make use of the other's name(s), either jointly or singly, except in such manner as may be agreed upon by the person whose name is used.
- b. This Agreement may not be assigned. This Agreement shall not be modified, except by writing signed by all of the parties hereto.
- c. This Agreement shall be binding only upon the parties hereto and is not intended to nor shall be construed to give rise to any rights, duties or liabilities on the part of any other party. Specifically, the parties do not intend that any other person shall be a beneficiary of this Agreement.
- d. This Agreement may be terminated by either party upon 30 days' prior written notice to the other party for the breach of any material provision of this agreement. If either party wishes to terminate this agreement without cause, the terminating party must provide written notice of that intent to the other party, and such termination would begin at the conclusion of the semester.
- e. The obligations set forth in paragraph "4" herein are not the responsibility of the School District and any breach of those obligations by any student does not constitute a breach of any obligation of the School District.
- f. College agrees to hold harmless the School District, its officers, board members, agents and employees ("the School District Parties"), and fully defend all claims, demands, actions, or lawsuits, judgments, fines and amounts brought against the College arising from any willful act, omission, error, recklessness or negligence of the College, its officers, directors, agents

or employees in connection with the performance of services pursuant to this Agreement. The College shall, to the extent authorized by law, indemnify and hold harmless the School District Parties for any final judgment of a court of competent jurisdiction, including costs, damages and expenses, including attorneys' fees, to the extent attributable to the negligence or willful misconduct of the College, or its officers or employees when acting within the course and scope of their employment in connection with this Agreement. The obligations pursuant to this provision shall survive the termination of this Agreement.

- g. The School District agrees to defend, indemnify and hold harmless the College, its officers, directors, agents, or employees against all claims, demands, actions, lawsuits, costs, damages and expenses, including attorneys' fees, judgments, fines and amounts arising from any willful act, omission, error, recklessness or negligence of the School District, its officers, directors, agents or employees in connection with the performance of services pursuant to this Agreement. The obligations pursuant to this provision shall survive the termination of this Agreement.
- h. The School District agrees to maintain a policy of commercial general liability insurance, including contractual coverage, in an amount not less than Two Million Dollars (\$2,000,000.00) combined single limit for bodily injury and property damage per occurrence. Such commercial general liability policy shall name Nassau Community College and Nassau County, as additional insureds. School District shall furnish to College a certificate of liability insurance evidencing compliance with this provision.
- i. The College affirms that it is self-insured against general liability and submits the attached Certificate in Lieu of Insurance setting forth its responsibilities for any and all liability, claim, loss, damage, suit or judgment (and any and all costs and expenses including, but not limited to, reasonable counsel fees and disbursements, if assessed by a court of competent jurisdiction), arising from the activities of the College, provided that such liability, claim, loss, damage, suit or judgment arises out of the acts of the College or its officers or employees acting within the scope of their employment, as provided by law.
- j. To the extent the College generates or maintains education records related to students participating in the ERNP, the College agrees to comply with the Family Educational Rights and Privacy Act (FERPA), to the same extent as such laws and regulations apply to the School District and shall limit access to only those employees or agents with a need to know. For the purposes of this Agreement, pursuant to FERPA, the School District hereby designates the College as a school official with a legitimate educational interest in the educational records of the participating student(s) to the extent that access to the student education records is required by ERNP to carry out its responsibilities under this Agreement. Both parties shall comply with all relevant New York State and Federal confidentiality laws including the Family Educational Rights and Privacy Act (FERPA), the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and New York Education Law 2-d, to the extent applicable.

Nassau County Community College

East Rockaway School District

Dr. Maria P. Conzatti
Interim President, Nassau Community College
Date: _____

Ms. Kristen O'Hagan
President, East Rockaway Board of Education
Date: _____



SCHOOL DISTRICT DESIGNATED COUNSELOR/ADMINISTRATIVE CONTACT: As referenced in paragraph 3e, provide the name and e-mail address of the School District Liaison:

School District's Designated Liaison's Name: James De Tammasso
E-Mail Address: jdeltammasso@eastrockawayschools.org
Telephone Number: 516-887-8300 x532 (office) 516-690-3383 (mobile)

SCHOOL DISTRICT EMERGENCY CONTACT: Provide the name, e-mail address and two direct access contact phone numbers (cell and office) of another School District's administrator, in addition to the School District Liaison, who may be reached in the event of an emergency while participating XXNP students are on campus. Please note that in the event of an emergency, students' parent(s)/guardian(s) may be contacted. **The College reserves the right, within its sole discretion, to determine whether an emergency exists, and if and when to contact the School District and/or a participating XXNP student's parent or guardian.**

Designated Administrator Name: Janna Bonacorsi, Guidance Director
E-mail address: jbbonacorsi@eastrockawayschools.org
Telephone Number: 516-887-8300 x456 (office) 917-968-1429 (mobile)

**NASSAU BOCES DEPARTMENT OF REGIONAL SCHOOLS AND
INSTRUCTIONAL PROGRAMS
REGIONAL SUMMER SCHOOL PROGRAM**

AGREEMENT made this _____ day of _____, 2022 by and between the Board of Cooperative Educational Services of Nassau County, hereinafter known as "Nassau BOCES", whose principal place of business is 71 Clinton Road, P.O. Box 9195, Garden City, New York 11530, and the East Rockaway Union Free School District, hereinafter known as the "District", whose administrative office is located at 443 Ocean Ave, East Rockaway, NY 11518.

WITNESSETH:

WHEREAS, the District desires to have a Regional Summer School Program, hereinafter known as the "Program" for students at the designated school(s) in the District. The designated school(s) and associated costs of the Program appear in the attached matrix in Appendix A; and

WHEREAS, the Nassau BOCES is duly certified and qualified under the laws of the State of New York and Regulations of the New York State Commissioner of Education to provide and assume full responsibility for the Program through its Department of Regional Schools and Instructional Programs; and

NOW, THEREFORE, in consideration of the mutual covenants, conditions and agreements herein contained, and for other good and valuable consideration, the Nassau BOCES and the District hereby agree as follows:

- A. The term of the within agreement shall be for the period commencing on or about July 1, 2022 and terminating on or about August 31, 2022.
- B. The Nassau BOCES shall assume responsibility for the Program as follows:
 1. The Program shall be offered by the Nassau BOCES for the summer of 2022, commencing on or about July 1, 2022 and ending on or about August 31, 2022, unless otherwise terminated as provided for in the Agreement. The Program shall be offered as a directly sponsored Nassau BOCES program under the auspices of the Board of Cooperative Educational Services of Nassau County as a program component of the Nassau BOCES Department of Regional Schools and Instructional Programs. Either party may terminate this agreement upon thirty (30) days prior written notice to the other party.
 2. The Program shall be available to students of the district and other Nassau BOCES component districts.
 3. All teaching and supervisory staff persons who are assigned to the Program shall be employees of the Nassau BOCES. As such, staff persons must submit applications and required documentation, including certification (individuals must have a valid teaching certificate) as potential new hires of the Nassau BOCES.



4. In the April preceding the commencement of the Program, Nassau BOCES shall provide the District with a list of all teaching and supervisory staff hired for the previous summer school session to indicate those who are eligible to be rehired for the upcoming summer. Final hiring and retention decisions shall be at the discretion of the Nassau BOCES but subject to the provision of Educational Law 3014-a.
5. As a condition of employment, all Nassau BOCES employees must complete the Nassau BOCES fingerprinting process so that the Nassau BOCES may obtain a criminal background check. In addition, the prospective employee must complete a Nassau BOCES application form that will require, among other information, character references that the Nassau BOCES may verify. Any charge for such fingerprinting or background check shall be borne by the prospective employee, or by the District, at its discretion.
6. All professional staff and supervisors who are assigned to the Program shall report to, and be supervised by, Nassau BOCES administrators.
7. Periodically, Nassau BOCES administrators may conduct classroom visits/observations and shall provide copies of any written notes to teachers. These visits may occur in person or remotely.
8. Program curriculum shall comply with any applicable New York State Education Department (SED) requirements.
9. The Nassau BOCES shall advertise the Program held at the District location as a Nassau BOCES program. Pertinent class information shall appear on the Nassau BOCES website, www.nassauboces.org, as well as through other means.
10. The Nassau BOCES shall conduct classes with a managed open enrollment policy so that students may enroll at specified times during the school year as long as such registration does not disrupt the District's provision of instruction to its students during the school day and, in no event, shall occur at the District schools between the hours of 8:00 AM and 3:00 PM. The continued operation of classes by the Nassau BOCES is contingent upon adequate class enrollment to be determined at the sole discretion of the Nassau BOCES.
11. To the fullest extent permitted by law, the Nassau BOCES agrees to indemnify and hold harmless the District, its board members, officers, agents and employees against any and all causes of actions, claims, liabilities, losses, costs, damages and expenses, including, but not limited to, reasonable attorneys' fees and disbursements arising from any claims, dispute or causes of action of whatever nature arising, in whole or in part, from the negligence or intentional misconduct of the Nassau BOCES respecting the performance of the services to be provided by the Nassau BOCES pursuant to the terms of the within Agreement, or the action of, or the failure to act by the Nassau BOCES, its representatives or employees or anyone for whose acts the Nassau BOCES may be liable. In the event that any legal proceeding is instituted or

any claim or demand with respect to the foregoing is asserted by any person with respect to any indemnification which may be sought from the Nassau BOCES pursuant to the provisions of this paragraph, the District shall promptly notify the Nassau BOCES of the suit, claim or demand and give the Nassau BOCES an opportunity to defend and settle same without any cost to the District and will extend reasonable cooperation to the Nassau BOCES in connection with the defense, which shall be at the expense of the Nassau BOCES. In the event that the Nassau BOCES fails to defend the same within 30 calendar days of receipt of the notice, the District shall be entitled to assume the defense thereof, and the Nassau BOCES shall be liable to repay the District for all its expenses reasonably incurred in connection with the defense, including reasonable attorneys' fees, disbursements, expert witness fees and settlement payments. All provisions of this Paragraph shall survive the expiration or sooner termination of this Agreement.

12. The Nassau BOCES, including its employees and agents, shall comply with all applicable Federal, State and local statutes, rules and regulations.
13. The Nassau BOCES, including its employees and agents, shall adhere to all applicable procedures, policies, rules and regulations of SED and the District.
14. The Nassau BOCES is retained by the District only for the purposes and to the extent set forth in this Agreement. The Nassau BOCES' relationship to the District is solely that of an independent contractor during the term of the within Agreement. All employees of the Program shall be deemed employees of the Nassau BOCES for all purposes, and the Nassau BOCES alone shall be responsible for their work, personal conduct, direction, compensation and for payment of all employment and other taxes in relation thereto. The Nassau BOCES acknowledges that it shall not hold itself, its officers, employees and/or agents out as employees of the District. The Nassau BOCES shall, during the periods of its services hereunder, be engaged as an independent contractor. As such, the Nassau BOCES shall be solely responsible for the payment of Federal and New York State income taxes applicable to this Agreement.

C. The District agrees to the following:

1. Classes shall be held at the designated school(s). Classes shall be scheduled according to the attached matrix.
2. The District shall assist with the publicity and outreach of the programs by distributing information about the Program to guidance counselors, students and other interested groups or individuals.
3. The District's building administrator(s) shall cooperate with the Nassau BOCES liaison assigned to the District with regard to the Nassau BOCES classes which take place therein.
4. The District shall contact registered students in the District and the Nassau BOCES



shall contact registered students from other districts, who are on the waiting list developed and/or agreed to by the parties, to arrive at pre-scheduled registration in accordance with the Program's intake and assessment policies.

5. To the fullest extent permitted by law, the District agrees to indemnify and hold harmless the Nassau BOCES, its board members, officers, agents and employees against any and all causes of actions, claims, liabilities, losses, costs, damages and expenses, including, but not limited to, reasonable attorneys' fees and disbursements arising from any claims, dispute or causes of action of whatever nature arising, in whole or in part, from the negligence or intentional misconduct of the District respecting the performance of the services to be provided by the District pursuant to the terms of the within Agreement, or the action of, or the failure to act by the District, the District's representatives or employees or anyone for whose acts the District may be liable. In the event that any legal proceeding is instituted or any claim or demand with respect to the foregoing is asserted by any person with respect to indemnification, which may be sought from the District pursuant to the provisions of this paragraph, the Nassau BOCES shall promptly notify the District of the suit, claim or demand and give the District an opportunity to defend and settle same without any cost to the Nassau BOCES and shall extend reasonable cooperation to the District in connection with the defense, which shall be at the expense of the District. In the event that the District fails to defend the same within 30 calendar days of receipt of the notice, the Nassau BOCES shall be entitled to assume the defense thereof, and the District shall be liable to repay the Nassau BOCES for all its expenses reasonably incurred in connection with the defense, including reasonable attorneys' fees, disbursements, expert witness fees and settlement payments. All provisions of this paragraph shall survive the expiration or sooner termination of this Agreement.
6. The District shall provide all students with a copy of the District's Code of Conduct and/or a Student Handbook. Discipline issues shall be handled in accordance with said Code of Conduct by the District in consultation with the Nassau BOCES.
7. The District shall conduct Superintendent's Hearings as needed for disciplinary reasons according to the District's protocol. The principal of the Program shall attend all hearings.
8. The appeals process of any student and/or parent/guardian shall follow the District's protocol as stated in its Code of Conduct.
9. The Nassau BOCES is retained by the District only for the purposes, and to the extent, set forth in this Agreement. The Nassau BOCES' relationship to the District is solely that of an independent contractor during the term of the within Agreement. All employees of the Program shall be deemed employees of the Nassau BOCES for all purposes, and the Nassau BOCES alone shall be responsible for their work, personal conduct, direction, compensation and for payment of all employment and other taxes in relation thereto. The District acknowledges that it shall not hold itself, its officers, employees and/or agents out as employees of the Nassau BOCES.

D. Compensation:

1. The Nassau BOCES shall submit a detailed invoice to the District referencing time period, staffing at the rates set forth in Appendix A and an 18.5% management fee according to the details identified on the District's matrix.
2. The District shall pay the Nassau BOCES within 30 days of receipt of the invoice.
3. The District shall pay for all custodial and security costs and all other costs and charges related to the space provided to the Nassau BOCES for the Program.
4. Compensation for employees performing services for the Program shall be based on title in accordance with Appendix A. In the event that a District's applicable labor contract provides for rates greater than those indicated in Appendix A, the District shall be solely responsible for paying said rate differential. Such rate differential shall not be eligible for state aid.

E. Additional Terms and Conditions

1. **INSURANCE REQUIREMENTS:** Both parties shall maintain the insurance set forth in Appendix B.
2. **SAFEGUARDING INFORMATION:** Neither party shall use or disclose any information concerning the services to be performed pursuant to this Agreement for any purpose which is prohibited by Federal and State statutes and/or regulations.
3. **CONFIDENTIALITY:**
 - a. Both parties agree that all information obtained in connection with the services provided for in this Agreement is deemed confidential information. Neither party shall use, publish, discuss, disclose or communicate the contents of such information, directly or indirectly with third parties, except as provided for in this Agreement. The parties further agree that any information received by it, its employees and/or agents, respectively, during the course of the services provided pursuant to this Agreement which concerns the personal, financial or other affairs of the other party, its employees, agents, clients, and/or students shall be treated by the first party, its employees and/or agents in full confidence and shall not be revealed to any other persons, firms or organizations.
 - b. In the event of a breach of the within confidentiality provision by either party, the breaching party shall immediately notify the non-breaching party and advise it as to the nature of the breach and the steps it has taken to minimize said breach. The breaching party shall indemnify and hold the non-breaching party harmless from any claims arising from its breach of the within confidentiality provision. The parties further agree that the terms and

conditions set forth herein shall survive the expiration and/or termination of this Agreement.

- c. **“Confidential Information”** shall include all such information, written or oral, disclosed, directly or indirectly, whether or not prepared by the Disclosing Party, through any means of communication or observation, by the Disclosing Party, or any of its affiliates, representatives, employees, agents, clients and/or students to, or for the benefit of, the Disclosing Party. Confidential Information means information that the Disclosing Party desires to maintain as confidential or secret, which is supplied or provided to any other Party, including but not limited to, information about Disclosing Party, its employees, agents, clients and/or students, such as: any and all personally identifiable information, including, but not limited to, information that can be used to distinguish or trace an individual’s identity either alone or together with other personal information, such as their name, address, phone number, social security number, biometric records such as fingerprints, retina and iris patterns, voiceprints, DNA sequence, facial characteristics, handwriting, place of birth, mother’s maiden name, employment histories, credit histories, personal references of applicants for employment, medical or personal records, including, but not limited to, disabilities, recovering substance abuse conditions, medical information including AIDS/HIV, information contained in a worker’s compensation record, student directory information including, but not limited to, a student’s name, address, parents, guardians and/or families address, telephone listing, electronic mail address, photograph, date and place of birth, major field of study, grade level, enrollment status, height and weight, dates of attendance, participation in officially recognized activities and sports, degrees, honors and awards received, the most recent educational agency or institution attended, identification numbers, user ID’s, personal identification numbers, and any other information disclosed to a party in confidence pertaining to the Disclosing Party, its employees, agents, clients and/or students.
- d. Both parties shall comply with all District and Nassau BOCES policies and Federal, State, and local laws, regulations, rules and requirements related to the confidentiality of records, data security and privacy. The District agrees to allow the Regional Summer School program to access their student Assessment Scoring and Analysis Program (ASAP) data for use in comparisons of prior exams, growth scores and curriculum focus.

4. **DISCRIMINATION PROHIBITED:** Neither party shall discriminate against any individual because of age, race, creed, color, national origin, sexual orientation, military status, sex, reproductive health decisions, disability, predisposing genetic characteristics, marital status or other protected status, and shall take affirmative action to ensure that each individual is afforded equal opportunities without said discrimination because of age, race, creed, color, national origin, sexual orientation, military status, sex, reproductive health decisions, disability, predisposing genetic characteristics, marital status or other protected status.

5. **CONSTRUCTION OF PROVISIONS:** If any one or more of the provisions contained in this Agreement are held to be excessively broad as to duration, scope, activity or subject, then such provisions shall be construed by limiting and reducing them so that they are enforceable to the fullest extent permitted by law.
6. **ENTIRE AGREEMENT:** This Agreement constitutes the entire agreement of the parties and may not be changed orally, but only by an agreement, in writing, signed by authorized representatives of the parties.
7. **ASSIGNMENT OF AGREEMENT:** Neither party shall assign, transfer or convey any of its respective rights or obligations under this Agreement without the prior written consent of the other party.
8. **SEVERABILITY:** If any term, provision, covenant or condition of this Agreement, or the application thereof to any person, place or circumstance, shall be held by a court of competent jurisdiction to be invalid, unenforceable or void, the remainder of this Agreement and such term, provision, covenant or condition as applied to other persons, places and circumstances shall remain in full force and effect.
9. **GOVERNING LAW:** This Agreement shall be governed by, and interpreted and enforced in accordance with, the laws of the State of New York without regard to conflicts or choice of law provisions that would defer to the substantive laws of another jurisdiction. Each of the parties hereto consents to the jurisdiction of any State court located within the County of Nassau, State of New York, or Federal court in Federal District Court for the Eastern District of New York located in the County of Suffolk, State of New York, and irrevocably agrees that all actions and proceedings relating to this Agreement must be litigated in such courts, and each of the parties waives any objection which it may have based on improper venue or *forum non conveniens* to the conduct of, and proceeding in, any such court.
10. **TERMINATION:** Either party may terminate this Agreement upon thirty (30) days prior written notice to the other party. In the event of termination, the parties shall adjust the accounts due and payable for services rendered.
11. **EXTENSION OF AGREEMENT:** The term of this Agreement may be extended annually, upon mutual agreement of the parties in writing.
12. **NON-WAIVER:** No course of dealing of any party hereto, no omission, failure or delay on the part of any party hereto in asserting or exercising any right hereunder, and no partial or single exercise of any right hereunder by any party hereto shall constitute or operate as a waiver of any such right or any other right hereunder. No waiver of any provision hereof shall be effective unless in writing and signed by, or on behalf of, the party to be charged therewith. No waiver of any provision hereof shall be deemed or construed as a continuing waiver, as a waiver with respect to any

other or subsequent breach or default of such provision or as a waiver of any other provision hereof unless expressly so stated in writing and signed by, or on behalf of, the party to be charged therewith.

13. **ENTIRE AGREEMENT:** This Agreement contains the entire agreement of the parties with respect to the subject matter thereof and supersedes any and all other agreements, understandings and representations, written or oral, by and between the parties.
14. **MODIFICATION:** This Agreement may be changed only by an agreement in writing signed by the party or parties against whom an enforcement of any waiver, change, modification, extension or discharge is sought. Any waiver of any term, condition or provision of this Agreement shall not constitute a waiver of any other term, condition or provision, nor shall a waiver of any breach of any term, condition or provision constitute a waiver of any subsequent or succeeding breach.
15. **THIRD-PARTY BENEFICIARIES:** There are no third-party beneficiaries of or in this Agreement, other than NYSIR.
16. **IRAN DIVESTMENT CERTIFICATION:** By signing this Agreement, each person and each person signing on behalf of any other party certifies, and in the case of a joint bid or partnership, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of their knowledge and belief that each person is not on the list created pursuant to New York State Finance Law § 165-a(3) (b).
17. This Agreement, and any amendments to this Agreement, shall not be in effect until agreed to in writing and signed by authorized representatives of both parties. Further, this Agreement, and any amendments to this Agreement, shall be subject to formal approval of the Nassau BOCES Board of Education and shall have no force or effect until such approval and full execution by the parties hereto.



IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written. The term of this agreement may be extended annually upon mutual agreement of the parties.

EAST ROCKAWAY UNION FREE SCHOOL
DISTRICT

By: _____
Name: _____
Title: _____

BOARD OF COOPERATIVE EDUCATIONAL
SERVICES OF NASSAU COUNTY

By _____
Name: Dr. Robert R. Dillon
Title: District Superintendent

RAF: CT-2/14/22: IS: MAS

APPENDIX B INSURANCE REQUIREMENTS

1. Commercial General Liability Insurance

\$1,000,000 per occurrence/\$3,000,000 aggregate (must include coverage for sexual misconduct).

2. Workers' Compensation and N.Y.S. Disability

Statutory Workers' Compensation, Employers' Liability and N.Y.S. Disability Benefits Insurance for all employees. Proof of coverage must be on the approved specific form, as required by the New York State Workers' Compensation Board. ACORD certificates are not acceptable.

A self-employed person and certain partners and corporate officers are excluded from the definition of "employee" pursuant to Workers' Compensation Law Section 2(4). As such, individuals in such capacity are excluded from Workers' Compensation Law coverage requirements. A person seeking an exemption must file a CE-200 form with the State. The form may be completed and submitted directly online to the Workers Compensation Board:

http://www.wcb.ny.gov/content/ebiz/wc_db_exemptions/requestExemptionOverview.jsp

3. Professional Errors and Omissions Insurance

\$1,000,000 per occurrence/ \$3,000,000 aggregate for the professional acts of the Nassau BOCES performed under this Agreement for the District. If written on a "claims-made" basis, the retroactive date must pre-date the inception of this Agreement. Coverage must remain in effect for two calendar years following the completion of work.

4. Excess Insurance

\$3,000,000 each occurrence and aggregate. Excess coverage must be on a follow-form basis.

Notwithstanding any terms, conditions or provisions in any other writing between the parties, the parties hereby agree to effectuate the naming of the other party as an additional insured on its respective commercial general liability policy.

The policy naming the other party as an additional insured must:

- be an insurance policy from an A.M. Best rated "secure" or better insurer, licensed in New York State.
- state that the Nassau BOCES' coverage is primary and non-contributory coverage for the District, its Board, employees and volunteers.
- be listed as an additional insured by using endorsement CG 2026 or its equivalent. The decision to accept an alternative endorsement rests solely with the District. A completed copy of the endorsement must be attached

to the certificate of insurance and the certificate must state that the endorsement is being used. The certificate of insurance must describe the specific services provided by the Nassau BOCES that are covered by the commercial general liability policy and the umbrella policy. Upon request by the District, the Nassau BOCES shall provide copies of the declarations pages of the liability and umbrella policies with a list of endorsements and forms.

Both parties agree to indemnify and hold the other harmless for any applicable deductibles and self-insured retentions, to the extent not covered by the applicable policy.

If a policy is written on a "claims-made" basis, the retroactive date must pre-date the inception of this Agreement.

Both parties acknowledge that failure to obtain the foregoing insurance constitutes a material breach of contract. The respective parties must provide the other with satisfactory proof that the above requirements have been met prior to the commencement of the services to be provided hereunder. The failure of a party to object to the contents of the certificate or the absence of same shall not be deemed a waiver of any and all rights held by the other party. Upon request, each party shall provide the other party with a copy of the applicable insurance policies including any endorsements, modifications or exclusions thereto.

Both parties are members/owners of the New York Schools Insurance Reciprocal ("NYSIR"). The parties acknowledge that the procurement of that insurance as required herein is intended to benefit not only the other party, but also NYSIR as the respective party's insurer.

SB 1/20/22



Department of Regional Schools Instructional Programs
 Nassau BOCES Regional Summer School
 2022

DISTRICT	LOCATION	JOB CODES	SALARY/ RATE	DAYS	H-Hourly D-Daily	RATE	Out of District Charges	
EAST ROCKAWAY IPA 898	High School Grades 9-12	DADM	\$10,250	24	D	\$427.08		
	Grades 6-8 Grades 1-5	DADA	\$6,300	24		\$262.50		
Program Dates	July 11 - Aug 17 21 Days of Instruction Mon - Thurs	DTCH	\$60		H		Course \$550	
		RSI	\$60		H		Review \$175	
		DGUID	\$60		H		Exam \$75	
		DRN	\$60		H			
		REGIS	\$35		H			
		DTA/RCA	\$20		H			
With Regents								
Program Hours Per 1 High Sch Per 2 Per 3	8AM-11:10 AM 8-9 AM 9:05-10:05AM 10:10-11:10AM	3.17 Hours	Breakdown of Weeks and Days in Session					
			WEEK	MON	TUES	WED	THURS	FRI
			Week 1	Closed	Closed	Closed	Closed	Closed
			Week 2	11-Jul	12-Jul	13-Jul	14-Jul	Closed
			Week 3	18-Jul	19-Jul	20-Jul	21-Jul	Closed
			Week 4	25-Jul	26-Jul	27-Jul	28-Jul	Closed
			Week 5	1-Aug	2-Aug	3-Aug	4-Aug	Closed
			Week 6	8-Aug	9-Aug	10-Aug	11-Aug	Closed
			Week 7	15-Aug	Regents	Regents	Admin	Closed
Week 8								
Grades 1-8	8AM-11:10 AM	3.17 Hours						
Orientation Date	TBD							

Date _____
 Authorized District Official Signature _____
 Print Official's Name and Title _____
 1/10/22 CAS

AMENDMENT

AMENDMENT made this _____ day of _____, 2022 to the _____
_____, 2022 Agreement between the East Rockaway School District
(hereinafter referred to as the "School District") and the Board of Cooperative
Educational Services of Nassau County (hereinafter referred to as the "Nassau
BOCES").

WHEREAS, the parties entered into an Agreement dated _____, 2022
establishing the rights and responsibilities of the Nassau BOCES and the School District for the
Regional Summer School Program for the 2022 summer program; and

WHEREAS, due to the COVID-19 pandemic, the parties want to include a provision to
permit for distance learning during the Regional Summer School Program for the Summer of
2022; and

WHEREAS, the parties are desirous of providing for amendment of said
Agreement;

NOW, THEREFORE, based upon the mutual covenants and understandings between the
parties, it is understood and agreed:

FIRST: EFFECT OF THE AMENDMENT

All the terms and provisions set forth at length in the aforementioned
Agreement shall continue in full force and effect during the term thereof, except as
expressly modified herein.

SECOND:

Section C(1) should be amended to create a subsection (a): Subsection (a) will read as
follows:

Should school districts be required to remain closed for educational purposes due to
Executive Order or other lawful means, the Program will be held by the designated
schools through means of distance learning.

In the event that distance learning is utilized for educational purposes for the Program, the distance learning plan must be approved by all necessary parties, including, but not limited to, New York State Education Department. Such distance learning plan must be submitted by the schools to Nassau BOCES prior to the commencement of the Program.

SCHOOL DISTRICT

Dated: _____

By: _____ *Jo*

BOARD OF COOPERATIVE
EDUCATIONAL SERVICES of
NASSAU COUNTY

Dated: _____

By: _____

. The Nassau BOCES advises students, parents, employees and the general public that it offers employment and educational opportunities without regard to age, race, creed, color, national origin, sexual orientation, religion, military/veteran status, sex (including pregnancy, childbirth, or related medical condition), gender, gender identity, gender expression, marital status, disability, predisposing genetic characteristic(s), or domestic violence victim status. The Nassau BOCES shall provide equal access to the Boy Scouts and other designated youth groups. The Nassau BOCES shall not discriminate or take any retaliatory action against an employee with respect to compensation, terms, conditions or privileges of employment because of the employee's or dependent's reproductive health decision-making. Information and grievance procedures are available by contacting the following Civil Rights Compliance Officers at 71 Clinton Rd., Garden City, NY 11530: Thomas McGrath, Executive Director of the Department of Human Resources at 516-396-2358, tmcgrath@nasboces.org and/or Selma Stoddard, Esq., Attorney (Employee Relations), Department of Human Resources at 516-396-2360, sstoddard@nasboces.org. Inquiries concerning the application of regulations prohibiting discrimination may be referred to the above-mentioned Civil Rights Compliance Officers or to the Office for Civil Rights at NY Office for Civil Rights, U.S. Department of Education, 32 Old Slip, 26th Floor, New York, NY 10005- 2500 or call 646-428-3900, or fax 646-428-3843, or TDD 800-877-8339 or email OCR.NewYork@ed.gov or file form at <https://www2.ed.gov/about/offices/list/ocr/complaintintro.html>.



This Agreement made the _____ day of _____ by the **EAST ROCKAWAY UFSD**, party of the first part, hereinafter referred to as the "District" and **ANDERSON CENTER FOR AUTISM**, a chartered educational corporation, party of the second part, hereinafter referred to as the "Private School", and having its principal place of business for the purpose of this Agreement at 4885 Route 9, P. O. Box 367, Staatsburg, NY 12580-0367.

WITNESSETH: The District is authorized by law to contract with approved institutions within the State of New York for the instruction of children with disabilities who are not receiving the benefit of appropriate instruction because there are no public facilities available within the District because of the unusual type of handicap or combination of disabilities, and

WHEREAS, the Private School is an educational institution approved by the Education Department of the State of New York for the education of children with disabilities,

NOW, THEREFORE, the parties mutually agree as follows:

1. The Private School will provide appropriate education for children with disabilities approved by the Commissioner of Education of the State of New York to attend the Private School in accordance with the provisions relating to eligibility of schools contained in Part 200 of the Regulations of the Commissioner of Education of the State of New York. The identity of such children with disabilities is contained in "Appendix A", attached hereto and made a part hereof.

2. In full consideration for the educational services rendered by the Private School to the District under the terms of this Agreement, the District will pay to the Private School the tuition rate approved by the New York State Division of Budget for the education of each child with a disability accepted into the program. Maintenance costs will be paid for the months of July and August. (See Appendix "A" attached.) Where such education is provided for periods of substantially less than one school year (July 1 through June 30), the consideration will be prorated accordingly, the specific amount to be fixed by the State regulations. It is understood and agreed to by the District that all services will be billed at the most recent rates set by the State and will be adjusted retroactive to July 1 once final rates are issued. The Private School will send the District an invoice and applicable rate letter for the difference in rates before such change in rates is implemented.

3. Payments will be made monthly upon submission of an invoice along with a monthly attendance sheet on each child enrolled for the preceding month. The District shall give the Private School notice of any invoice disputes within (20) days of its receipt of the invoices and reserves the right to withhold payment pending the resolution of the dispute.

4. The District will be responsible for arranging transportation or reimburse the Private School for the reasonable and actual cost of transporting the student(s) on home visits up to three times per school year for a 10-month program and four (4) times per school year for a twelve month program, which is in addition to the cost of transporting the Student at the commencement of the school year or program and at the conclusion of the school year. Payment for transportation will be due upon billing, except that the District shall have the right to dispute any invoice for such transportation within twenty (20) days of its receipt of the invoice and reserves the right to withhold payment pending the resolution of the dispute.

5. Hospitalization: If the student is hospitalized, the Private School shall notify the District. The student's place will be held open and the District will continue to be responsible for tuition while the student's place is being held unless the Private School is notified otherwise in writing from the District with at least five working days' notice.

6. The Private School will obtain whatever releases or other legal documents are necessary in order that the Private School may render full and complete reports concerning the education and progress of the student(s) covered by the terms of this Agreement. The Private School will render such reports as required by 8 NYCRR 200.4(f) to the District. It is understood and agreed by both parties of this Agreement that the full responsibility for obtaining such clearances rests on the Private School and any failure to carry out such responsibility shall permit the District to cancel this Agreement forthwith in regard to any children for whom such releases are not submitted.

7. In the event that the District requests duplicate copies of documents that have already been provided by the Private School, the District shall pay a fee to the Private School of \$0.25 per page.

8. No parent or guardian or any other person shall be required to make any payment for tuition or maintenance on behalf of any child with a disability covered by this Agreement in addition to the payments made by the District and the County or City. The Private School may, however, bill the parents for those medical and transportation costs for which the District is not liable.

9. The Private School will maintain its status as an approved school for the education of children with disabilities. It is understood and agreed by the parties that failure to do so shall render this Agreement void, in which case the Private School shall be entitled to no compensation for the portion of the school year in which such approval ceases to be maintained and shall reimburse the District any amounts already received for that portion of such school year. The Private School shall provide immediate notice in writing to the District in the event that the Private School is no longer an approved school for the education of students with disabilities by the New York State Education Department.

10. To the extent permitted by law, the State of New York, acting through the Department of Education or the Department of Audit and Control, shall have the right to examine any or all accounts kept by the Private School in connection with this Agreement.

11. The Private School shall be subject to the visitation of the Commissioner of Education or his designated representatives.

12. This Agreement is for the period July 1, 2022 through June 30, 2023.

13. The Private School hereby agrees to furnish to the State all reports, audits, etc. required to make determinations as to eligibility under the provisions of the Regulations of the Commissioner of Education. Such materials shall be furnished at such times as required by the State.

14. As part of the referral process, the District will provide complete school records to the Private School for the student being referred. Those should include IEP, previous report cards, achievement test scores, intelligence test scores, psychological evaluations, psychiatric evaluations, OT, PT and speech evaluations, functional behavioral assessments, behavior intervention/support plans, and any other pertinent materials. It is understood that the District must receive the consent of the parent of the student involved before such records are given to the Private School.

15. Prior to admission, it will be the responsibility of the District to process an approved STAC-1 or provide written confirmation of the District's approval of placement that specifies the effective admission date.

16. The District will convene CSE meetings pursuant to law and regulation which shall include a meeting at least once annually in order to approve a student's annual IEP recommendations for the upcoming school year and as necessary to approve recommended changes to mandated related services in the student's IEP. The district shall endeavor to arrange for the Private School to receive the approved IEP within 60 days of the CSE meeting. The Private School agrees to participate in all of the aforementioned CSE meetings for these students either in person or by telephone.

17. The Private School may refer a student back to the District if at any time the student's team believes that the child is inappropriately placed. Upon receipt of this notice,

the District shall schedule an immediate CSE meeting for such student, which the Private School shall attend. District agrees to find alternate placement within 60 days or as soon as practicable following such CSE meeting.

18. The District acknowledges that the Private School provides certain services designed to meet the educational and other needs of students. The District acknowledges that it has been given all relevant information regarding the Private School's program model, including educational, therapeutic and behavioral methodologies, classroom and related service ratio, and related service frequencies. The District acknowledges that any revisions or additions to IEPs shall be made by the CSE and not pursuant to a written amendment. If the District's CSE approved an IEP that includes services, including frequencies, ratios and methodologies, that the Private School does not offer, excluding unique instances where the district agrees to supply these extra services at no cost to the Private School, then the parties agree that the Private School will no longer be considered an appropriate placement for the student and he/ she will be referred back to the district for alternate placement.

19. The Private School shall provide the services under this Agreement in such a manner as will not violate the provisions of the Civil Rights Act of 1964 as amended.

20. **NO DISCRIMINATION:** Services provided under this Agreement shall be performed without regard to age, race, creed, color, national origin, sexual orientation, gender identity or expression, military status, sex, reproductive health decisions, disability, predisposing genetic characteristics, familial status, marital status, or domestic violence victim status and the parties shall take affirmative action to ensure such individuals are afforded equal opportunities without discrimination.

21. **HIPAA/FERPA:** The parties understand and agree that they may receive and/or come into contact with protected health information as defined by the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and information protected by the Family Education Rights and Privacy Act ("FERPA"). The Parties hereby acknowledge their respective responsibilities pursuant to HIPAA and FERPA, and if the

parties determine that it is necessary in connection with their responsibilities, they shall execute a Business Associates Agreement.

22. INDEMNIFICATION and HOLD HARMLESS: District further agrees that it shall defend, indemnify and hold harmless Private School, its officers, directors, agents and employees for all loss, costs, damages and expenses, including attorneys' fees, judgments, fines and amounts paid in settlement in connection with a terminated, pending or completed action, suit or proceeding arising from any act, error or omission, misstatement, misleading statement, neglect or breach of duties by District or any of its officers, directors, agents or employees taken or made with respect to this Agreement.

The Private School further agrees that it shall defend, indemnify and hold harmless District, its Board of Education, Board Members, officers, directors, agents and employees for all losses, costs, damages and expenses, including attorneys' fees, judgments, fines and amounts paid in settlement in connection with a terminated, pending or completed action, suit or proceeding arising from any act, error or omission, misstatement, misleading statement, neglect or breach of duties by the Private School or any of its officers, directors, agents or employees taken or made with respect to this Agreement.

23. TERMINATION: Either party may terminate this Agreement upon thirty (30) days prior written notice to the other party.

The parties agree that either party's failure to comply with any terms or conditions of this Agreement will provide a basis for the other party to immediately terminate this Agreement without any further liability to the party which violated the Agreement.

In the event that either Party terminates this Agreement with or without cause, such termination of the Agreement shall not discharge the parties' existing obligations to each other as of the effective date of termination.

24. AMENDMENT: This Agreement may not be changed orally, but only by an agreement, in writing, signed by authorized representatives of both parties.

25. INSURANCE:

1. Private School shall, at its sole cost and expense procure and maintain the following insurance:

a. Commercial General Liability Insurance: \$1,000,000 per occurrence/\$3,000,000 aggregate

b. Workers' Compensation and N.Y.S. Disability: Statutory Workers' Compensation, Employers' Liability and N.Y.S. Disability Benefits Insurance for all employees. Proof of coverage must be on the approved specific form, as required by the New York State Workers' Compensation Board. ACORD certificates are not acceptable. A self-employed person and certain partners and corporate officers are excluded from the definition of "employee" pursuant to Workers' Compensation Law Section 2(4). As such, individuals in such capacity are excluded from Workers' Compensation Law coverage requirements. A person seeking an exemption must file a CE-200 form with the state. The form may be completed and submitted online:

http://www.wcb.ny.gov/content/ebizfwc_db_exemptionsrequestExemptionOverview.jsp

c. Professional Errors and Omissions Insurance: \$2,000,000 per occurrence/ \$2,000,000 aggregate for the professional acts of Private School performed under the contract for School District. If written on a "claims-made" basis, the retroactive date must pre-date the inception of the contract or agreement. Coverage shall remain in effect for two (2) years following the completion of work. d. Excess Insurance: \$1,000,000 each

occurrence and aggregate. Excess coverage shall be on a follow-form basis.

2. Notwithstanding any terms, conditions or provisions, in any other writing between the parties, Private School hereby agrees to effectuate the naming of School District as an additional insured on Private School's insurance policies, with the exception of Workers' Compensation, N.Y. State disability and professional liability. If the policy is written on a claims-made basis, the retroactive date must precede the date of the contract. The insurance is to be underwritten by a licensed and/or admitted New York State Insurer with a minimum Best rating of A-minus.

3. The policy(s) naming School District as an additional insured shall state that the policy affirmatively provides coverage for claims of negligent hiring, training and supervision, which may arise in the context of sexual molestation, abuse harassment, or similar sexual conduct.

4. In the event any of the aforementioned insurance policies are cancelled or not renewed, the Private School shall notify the School District in writing within thirty (30) days of such cancellation or non-renewal.

5. School District is a member/owner of the NY Schools Insurance Reciprocal (NYSIR). Private School further acknowledges that the procurement of such insurance as required herein is intended to benefit not only School District but also the NYSIR, as School District's insurer.

6. In the event that any of the insurance coverage to be provided by Private School contains a deductible, Private School shall indemnify and hold School

District harmless from the payment of such deductible, which deductible shall in all circumstances remain the sole obligation and expense of Private School.

7. Private School shall provide School District with evidence of the above insurance requirements upon execution of the within Agreement. Private School further acknowledges that its failure to obtain or keep current the insurance coverage required by this Agreement shall constitute a material breach of contract and subjects Private School to liability for damages including, but not limited to, direct, indirect, consequential, special and any other damages School District sustains as a result of this breach. In addition, Private School shall be responsible for the indemnification to School District of any and all costs associated with such lapse in coverage including, but not limited to, reasonable attorneys' fees. The failure of School District to object to the contents of the certificate or the absence of same shall not be deemed a waiver of any and all rights held by School District.

8. Upon the execution of this Agreement, Private School will supply the School District with a Certificate of Insurance including the School District, Board of Education, Employees and Volunteers as Additional Insured, a copy of the Declaration pages of the policies, and a copy of the additional insured endorsement.

26. The School shall comply with all applicable provisions of the Safe Schools Against Violence in Education (SAVE) Act, including, but not limited to background checks and fingerprinting of all staff directly providing services to students. If required by law, the District's receipt of proof of clearance for employment by the New York State

Education Department shall be a prerequisite for eligibility to provide services pursuant to this Agreement.

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

EAST ROCKAWAY UFSD


BY: _____
Authorized Contract Officer

Name / Title

DATE: _____

MA

ANDERSON CENTER FOR AUTISM

BY: 
Tina M. Chirico, MBA, Chief Financial Officer

DATE: 4/8/22

APPENDIX A

Please note that the New York State Education Department and the Office of Children and Family Services reserve the right to establish all final rates for which the District is wholly responsible.

STUDENT'S NAME	TWELVE MONTH PROGRAM RATES: 2022-2023		
	Tuition Ten Month Program	\$361.34/ day x 180 days	\$65,041.00
	Tuition Summer Program	\$361.34/ day x 30 days	\$10,840.00
	Maintenance Summer Program	\$605.21/ day x 62 days	\$37,523.02

***RATES ARE SUBJECT TO CHANGE**