

EAST ROCKAWAY UNION FREE SCHOOL DISTRICT

East Rockaway, New York

Regular Meeting of the Board of Education

7:00 P.M., June 14, 2022

East Rockaway Jr./ Sr. High School Auditorium

Preceded by Recognition of Retirees Superintendent Lisa Ruiz; Teachers Doreen Ansel, Katherine Curcio Payne, Frank Cuttitta, Rebeca Pagan-Rodriguez, Secretaries Carol Hernandez, and Toni Keane and Teacher Aide, Linda R. Donovan, Recognition of Valedictorian, Madeleine Prucha, and Salutatorian, Jason Miller, Student Athletes, Recognition of Retiring Board President, Kristen O'Hagan and PTA Installation Ceremony, and a Public Forum

MEETING OPEN TO THE PUBLIC AND LIVESTREAMED

AGENDA

1. Call to Order
2. Pledge of Allegiance led by Antonio LaRosa.
3. Public Comments on Agenda Items
4. Approval of Minutes
 - A. May 24, 2022, Meeting of the Board of Education
5. Acknowledgment of Monthly Reports and Correspondence
 - A. Receipt of Monthly Financial Reports: April 2022
 - B. Correspondence
6. Recommendations of the Superintendent of Schools
 - A. Upon the recommendation of the Superintendent, accept the following resignations:
 1. William Gibbons, Social Studies and English Chairperson, effective June 30, 2022
 2. Ronmel Ocampo, permanent substitute teacher, effective May 12, 2022
 - B. Upon the recommendation of the Superintendent, correct the language in Personal Item 6.A.I. to read:

Upon the recommendation of the Superintendent approve the appointment of Brandon Tompkin to the position of permanent substitute teacher, effective March 23, 2022, through June 30, 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.

- C. Upon the recommendation of the Superintendent, approve the continuation of the intermittent FMLA leave of absence of Rebeca Pagan-Rodriguez from her world languages teacher position to be effective through June 3, 2022.
- D. Upon the recommendation of the Superintendent, approve the request of Scott Gerken for a FMLA leave of absence from his science teacher position for personal medical reasons, effective May 13, 2022, through June 24, 2022.
- E. Upon the recommendation of the Superintendent, approve the following concert supervisor assignments, effective May 17, 2022, at the supervision salary rate established by the East Rockaway Teachers Association contract, Appendix C, for the 2021-2022 school year:
 - a. Elizabeth David
 - b. Serena Zingale
 - c. Maryann McDonnell
 - d. Hedwig Renee Macchio
- F. Upon the recommendation of the Superintendent, approve the appointment of Gabriela Turcios to the position of permanent substitute teacher, effective June 15, 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.
- G. Upon the recommendation of the Superintendent, approve the appointment of Martin Jakubowski to the position of short-term substitute teacher, effective June 1, 2022, through June 24, 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.
- H. Upon the recommendation of the Superintendent, approve the four-year probationary appointment of Rebecca Mantle to the position of School Counselor, (tenure area: School Counselor; certification: Provisional) effective August 25, 2022, subject to applicable laws and regulations regarding the granting of tenure, at the prorated MA, Step 2, (plus stipend) annual salary set forth in the East Rockaway Teachers Association Contract for the 2022-2023 school year.
- I. Upon the recommendation of the Superintendent, approve the following part-time appointments for the Summer Enrichment Program, effective June 15, 2022, through August 11, 2022, at the hourly salary established by the East Rockaway Teachers Association Contract for Other Education Assignments, Appendix B.A. Summer Instructional Programs:
 - 1. Joseph Polite, Program Coordinator
 - 2. Michelle Healy, Assistant Coordinator
- J. Upon the recommendation of the Superintendent, approve the appointment of James Haberkorn to the position of Security Aide, for the Summer Enrichment Program at Centre Avenue School, effective July 11, 2022, through August 11, 2022, at the salary established by the East Rockaway Board of Education Monitor and Security

Unit Agreement for the 2022-2023 school year.

- K. Upon the recommendation of the Superintendent, approve the appointment of Brian Barcheski 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.
- L. 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:

Jennifer Gentile.....	Teacher Aide
Janine Dolce	Teacher Aide
Judy Fahrenkrug	Substitute Teacher Aide
Ashley Tavormina	Substitute Teacher Aide
Serena Zingale.....	Substitute Teacher Aide

- M. 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:

Tanya Cusumano	Special Education Teacher
Kathleen Crowley	Special Education Teacher

- N. Upon the recommendation of the Superintendent, approve the appointment of Josett Bernberg to the position of part-time English teacher (.4 FTE), effective September 1, 2022, through June 30, 2023, at the prorated MA, Step 1 annual salary set forth in the East Rockaway Teachers Association contract for the 2022-2023 school year; and further approve the appointment as a per diem substitute teacher (.6 FTE), effective September 1, 2022, through June 30, 2023, at the prorated per diem salary established by the East Rockaway Board of Education on the Non-Contractual Salary Schedule for the 2022-2023 school year.
- O. Upon the recommendation of the Superintendent, approve the 2022-2023 fall sports coaching schedule dated June 14, 2022.
- P. 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. Serena Zingale, substitute teacher aide effective upon Civil Service approval

7. Other Items

A. Approve the following resolution:

WHEREAS, no District resident resides within the area in question which, as aforesaid, is outside the District; and

WHEREAS, application of the point scoring system contained within Part 191 of the Regulations of the Commissioner of Transportation results in a point score of 10 for the area in question which does not meet the threshold score of 12 required in order to designate a child safety zone; and

WHEREAS, the consultant also investigated the point scores of two alternate routes of reasonable distance between homes in the District and St. Agnes Cathedral Elementary School located in the neighboring Rockville Center Union Free School District, and determined that both such alternate routes have, respectively, point scores of 9 and 9 which do not meet the threshold score of 12 required to establish a CSZ, and are each lower than that of the route which includes the area in question;

NOW THEREFORE BE IT RESOLVED, that the petition seeking the establishment of a CSZ at the intersection of Ocean Avenue and Sunrise Highway be and the same is hereby denied as the area in question does not meet the requisite point score under applicable regulation; and

BE IT FURTHER RESOLVED, that the petition seeking the establishment of a CSZ at the intersection of Ocean Avenue and Sunrise Highway be and the same is hereby denied as at least two alternative routes of similar distance exist which have point scores which are less than the required minimum of 12; and

BE IT FURTHER RESOLVED, that the petition seeking the establishment of a CSZ at the intersection of Ocean Avenue and Sunrise Highway be and the same is hereby denied as no residents of the District reside within the area in question which is not located within the geographic boundaries of the District.

B. Approve the following resolution:

BE IT RESOLVED that the Board of Education of the East Rockaway UFSD hereby approves the terms of the Memorandum of Agreement dated May 25, 2022, between the District and the East Rockaway Administrators Association regarding the terms and conditions of employment for the District's administrators unit members for the period July 1, 2022, through June 30, 2023.

BE IT FURTHER RESOLVED that the Assistant Superintendent for Finance and Operations is authorized to execute the resulting collective bargaining agreement on behalf of the East Rockaway Board of Education.

C. Approve the following resolution:

CHANGE ORDER NO. 1 FOR EAST ROCKAWAY JR./SR. HIGH SCHOOL TECHNOLOGY BUILDING

WHEREAS, the East Rockaway Union Free School District retained Relle Electric Corp., for electrical upgrades pursuant to a contract awarded on or about August 2, 2021, and

WHEREAS, the District's architect has recommended modifications to the existing contract as follows: add \$33,685.31 for additional electrical upgrades; now, therefore, be it

RESOLVED, that upon the recommendation of the Superintendent of Schools, the Board of Education hereby accepts and approves Change Order No. 1 to the contract with Relle Electric Corp., resulting in a total increase of the contract price by the amount of \$33,685.31 and be it further

RESOLVED, that the Board of Education hereby authorizes the Board President and the Superintendent to execute Change Order No. 1 on behalf of the Board.

D. Approve the following resolution:

RESOLVED, that the following budget of the necessary claims and expenditures in East Rockaway UFSD (#19) in the Town of Hempstead, for the school year 2022-2023, amounting to \$42,633,723 be and the same is hereby accepted.

RESOLVED, that the sum of \$32,166,055 the amount which must be raised by taxation for East Rockaway UFSD (#19) of the Town of Hempstead, Nassau County, NY, for the year 2022-2023 be levied upon the taxable property of the said school district as said property has been certified by the Assessor for the school year 2022-2023.

RESOLVED, that the District Clerk of this School District is hereby authorized and directed, pursuant to Section 6-20.0 and amendments thereto of the Nassau County Administrative Code, to file a certified copy of these resolutions with the Nassau County Legislature and the Department of Assessment, Mineola, NY, on or before August 15, 2022.

E. Approve the following resolution:

WHEREAS, the East Rockaway UFSD advertised for Requests for Proposals published in *Newsday* on May 12, 2022, for athletic trainer services for the 2022-2023 school year, opened at the District Office on May 26, 2022, at 1:00 pm, and has determined, upon the recommendation of the Assistant Superintendent for Finance & Operations, that Ivy Rehab Physical Therapy, PLLC is the lowest responsible bidder meeting the bid specifications; therefore

BE IT RESOLVED that the Board of Education accepts this bid and awards the contract for athletic trainer services for the 2022-2023 school year, to the lowest

responsible bidder meeting the bid specifications, and authorizes the President of the Board of Education to execute a contract with Ivy Rehab Physical Therapy, PLLC on behalf of the East Rockaway Board of Education.

F. Approve the following resolution:

BE IT RESOLVED, that pursuant to Education Law §2034(6)(b), after six months have passed since the May 17, 2022, election without any proceeding, the Board of Education hereby authorizes the District Clerk to unseal and open the ballot box and to destroy all of the ballots cast, spoiled and unused in the May 17, 2022, Annual District Budget Vote and Board of Education Election, no earlier than November 18, 2022.

G. Approve the following resolution:

RESOLVED, the Board of Education of the East Rockaway Union Free School District hereby reaffirms the authorization for the following reserve accounts as prescribed under General Municipal Law and/or Education Law:

1. Capital Reserve for Building Improvements and Repairs II
2. Capital Reserve for Technology II
3. Capital Reserve for Building Improvements and Repairs III
4. Unemployment Insurance Reserve
5. Employee Benefits Accrued Liability Reserve (EBALR)
6. Reserve for Employee Retirement System (ERS)
7. Reserve for Teacher Retirement System (TRS) Sub-Fund

BE IT FURTHER RESOLVED that the Board of Education of the East Rockaway Union Free School District authorize the Assistant Superintendent for Finance and Operations to fund the reserves for the fiscal year ending June 30, 2022, and assign amounts from the unappropriated fund balance as follows:

Transfer To:	Amount Not to Exceed
Capital Fund for Technology II	200,000
Capital Reserve for Building Improvements and Repairs III	2,000,000
Reserve for Teacher Retirement System (TRS) Sub-Fund	329,821
Reserve for Employee Retirement System	364,058

H. Approve the Services Agreement Reinstatement for continuation of 403(b)/457(b) administration services by US Omni & TSACG Compliance Services for the 2022-2023 year 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 Owner/Architect Agreement Continuation Letter between the East Rockaway UFSD and JAG Architect for the 2022-2023 school year and authorize

the Assistant Superintendent for Finance & Operations to execute the letter agreement on behalf of the East Rockaway Board of Education.

- J. Approve the 2021-22 consultant contract between the East Rockaway School District and Rodney L. Brown to facilitate a community committee “Building Bridges to Understanding” with a focus on diversity, equity, and inclusion for the period of June 1, 2022, through June 30, 2022, and authorize the Superintendent of Schools to execute the contract on behalf of the East Rockaway Board of Education.
- K. Approve the Twilight Alternative High School Program Contract (2022-2023) with Nassau BOCES for East Rockaway students for the period September 15, 2022, through on or about June 30, 2023, and authorize the President of the Board of Education to execute the contract on behalf of the East Rockaway Board of Education.
- L. Approve the awards of the bid dated May 24, 2022, for transportation services for summer 2022 transportation services to the following companies and authorize the Superintendent and President of the Board of Education to execute the contract on behalf of the East Rockaway Board of Education.
 - 1. BOCES- Nassau
 - 2. First Student Inc.
 - 3. We Transport Inc.
- M. Approve the 2022-2025 Instructional Technology Plan to outline short and long-term technology goals over the next three school years.
- N. For the purpose of participating in Cooperative Bids for Air Filters HVAC; Blinds, Shades & Stage Curtain Cleaning; Burners and Boiler Service; Carpet and Tile Installation; Custodial Equipment Repair; Custodial Supplies and Trash Bags; Custodial Supplies Green Cleaning; Door Installation and Repair; Drag Mop Rental; Dumpsters; Electrical Service; Electrical Supplies; Elevator Maintenance; Equipment Repair; Fence Installation and Repair; Fire Extinguisher Service; Floor Sanding, Refinishing and Repair; Fuel Tank Alarm/Tank/Manhole Repairs; Geese/Dog Service; General AC and Refrigeration Repairs and Service; General Boiler Welding; Grounds Equipment Repair; Gym Folding Door; Heating Plant Maintenance and Repair; Irrigation Installation and Service/Well Installation; Kitchen Equipment Repairs; Locksmith Services; Lumber and Masonry Supplies; PA, Intercom and Master Clock Service; Paint and Associated Supplies; Painting Service; Pest Control Services; Playground Equipment Repair; Plumbing Service; Plumbing Supplies; Pneumatic Systems; Port-a-pottie; Pump and Motor Repair; Roof Repair; Scoreboard Repair/Electric Partition; Doors/Gym Equipment; Signs and Associated Supplies; Site Work Asphalt/Concrete/Parking Lot Sweeping; Slate Roof Repair; Split System AC Units; Steam Traps and Parts; Storm Drains; Suspended Ceiling Installation; Theatrical Lighting/Stage Rigging; Track/Tennis/Playground Resurfacing Repair; Tree Cutting and Pruning; Uniforms Purchase; Universal Waste Recycling; Window Glass Repairs, Parts, Replacement;

WHEREAS, the Boards of Education of:

Baldwin UFSD Bellmore UFSD Bellmore-Merrick UFSD Bethpage UFSD Carle Place UFSD East Meadow UFSD East Rockaway UFSD East Williston UFSD Elmont Schools Floral Park/Bellerose Freeport UFS Garden City UFSD Glen Cove City SD Great Neck UFSD	Herricks UFSD Hewlett-Woodmere UFSD Hicksville UFSD Island Trees UFSD Jericho UFSD Lawrence UFSD Levittown UFSD Long Beach UFSD Lynbrook UFSD Manhasset UFSD Massapequa UFSD Merrick UFSD Mineola UFSD North Bellmore UFSD North Merrick UFSD	North Shore CSD Oceanside UFSD Plainedge UFSD Plainview Old Bethpage UFSD Port Washington UFSD Rockville Centre UFSD Seaford UFSD Syosset UFSD Uniondale UFSD Valley Stream CHSD Valley Stream #30 Valley Stream #13 Wantagh UFSD West Hempstead UFSD Westbury UFSD
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desire to participate in Cooperative Bids during the 2022-2023 school year as authorized by General Municipal Law Section 119-0, and whereas, the Board of Education through its Director of Finance and Operations, or designee, has assumed responsibility for drafting specifications, advertising for Bids, accepting and opening Bids, tabulating Bids, and reporting the results for each of the respective bids to the participating Boards of Education.

NOW, THEREFORE, BE IT RESOLVED, that the Assistant Superintendent for Finance & Operations, or designee, on behalf of the Board of Education of the East Rockaway School District, be and hereby is authorized to participate in Cooperative bidding conducted in conjunction with the Boards of Education of the aforementioned school districts for the bids noted above. Any award of contract pursuant to these Cooperative Bids will be made by the respective Board of Education in cooperation with the participating Districts.

- O. Accept the following grants:
1. ARP-IDEA – Part B, Section 611 Federal Funding Grant Award for the funding dates of July 1, 2021- September 30, 2023, with an approved budget total of \$62,667.
 2. ARP-IDEA – Part B, Section 619 Federal Funding Grant Award for the funding dates of July 1, 2021- September 30, 2023, with an approved budget total of \$6,873.
 3. Title IIIA Immigrant Education Federal Funding Grant Award for the funding dates of September 1, 2021- August 31, 2022, with an approved budget total of \$31,235.
 4. From the Centre Avenue PTA, a Curriculum Enhancement Grant in the sum of \$80.00.
 5. From the Centre Avenue PTA, a Curriculum Enhancement Grant in the sum of \$236.98.

P. Approve the following donation(s):

1. From the East Rockaway Teachers Association, three Little Free Libraries valued at approximately \$2,142.06.

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 transfers:

1. Transaction No. 22-025
2. Transaction No. 22-026
3. Transaction No. 22-027
4. Transaction No. 22-028

10. Policy Matters

A. Policy Subcommittee Report

B. For Adoption

1. 1400, Public Complaints
2. 1405, Complaints about Certain Federally-Funded Programs
3. 2330, Executive Sessions
4. 4810, Teaching About Controversial Issues

C. For Review

1. 1420, Complaints About Curricula or Instructional Materials
2. 2160, School District Officer and Employee Code of Ethics
3. 1900, Parent and Family Engagement
4. 5151, Homeless Children
5. 5300, Code of Conduct
6. 6680, Internal Audit Function
7. 6700, Purchasing
8. 8110, School Building Safety
9. 8112, Health and Safety Committee
10. 8220, Buildings and Grounds Maintenance and Inspection
11. 8635-E, Parents Bill of Rights for Student Data Privacy and Security
12. 9630, Sexual Misconduct
13. 9150, Non-Fraternization "New"

11. Reports

A. Superintendent's Report

12. Good and Welfare

- A. Condolences to Rebeca Pagan-Rodriguez and family on the passing of her mother, Concepcion Rodriguez.
- B. Congratulations to Toni Keane and family on the arrival of her grandson, Jack Garren on June 7, 2022.

13. Public Comments

14. Board Member Comments

15. Adjournment

Memorandum of Agreement

The negotiating teams representing the Board of Education of the East Rockaway Union Free School District ("District") and the East Rockaway Administrators Association ("Association") representing administrative and supervisory personnel, have negotiated in good faith with respect to the terms and conditions of employment for members of the bargaining unit. Except as noted below, the terms of the parties' 2018-22 collective bargaining agreement shall remain in full force and effect. The parties acknowledge that the terms of this Memorandum of Agreement are subject to ratification by the members of the bargaining unit and approval by the Board of Education. The members of the bargaining teams hereby acknowledge their obligation pursuant to the Taylor Law to affirmatively recommend approval of these terms by their respective constituencies.

1. Compensation:

Effective July 1, 2022, the 2021-22 salary schedule shall be modified such that the increment will be 2% between all steps 1 through 9.

Effective July 1, 2022, after modifying the increments (described above) the entire salary schedule, steps 1 through 17, will be increased by 1.25%.

2. Benefits:

Add the following language to Article IX(A)(1)

"Unit members must have a minimum of 10 years' District service to be eligible for District-provided health insurance in retirement."

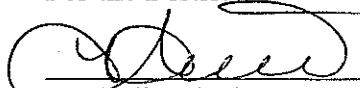
3. Retirement:

Add the following language to Article XI as follows:

"Retirees with fewer than 16 unused sick days will receive a lump sum payment of \$16,000. Retirees with 16 or more unused sick days will receive \$1,100 per day for the first 16 days of unused sick leave, plus \$100 per day for each additional unused sick day to a maximum of 100 days, for a maximum payment of \$26,000."

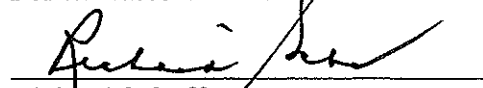
Dated: May 25, 2022
East Rockaway, New York

For the District:



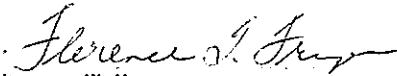
Jacqueline Scio
Asst. Supt for Finance
And Operations

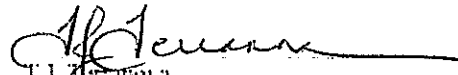
For the Association:




Richard Schaffer
President

SIGNATURES CONTINUED ON FOLLOWING PAGE


Florence T. Frizer
District Counsel


T.J. Zaramova
Vice President


Frank McDermott
SAANYS Representative

BRUCE A. BLAKEMAN
County Executive



ROBIN S. LAVEMAN, ESQ.
Acting County Assessor

NASSAU COUNTY
DEPARTMENT OF ASSESSMENT
240 Old Country Road
Mineola, New York 11501
(516) 571-1500

April 1, 2022

Dear Business Official;

Attached please find the levy certification form to be returned to Nassau County for the upcoming 2022-23 school tax year.

Pursuant to the Nassau County Administrative Code, a certified copy of this form must be filed with the County no later than August 15, 2022. **Please include a copy of your School Board resolution adopting the 2022-23 tax levy.**

Be advised that one copy is to be returned to the Nassau County Department of Assessment, and another copy filed with the Nassau County Legislature.

If you have any questions, please feel free to contact us at 571-2089 or 571-1368.

Best Regards,

Michele D. Spara

Michele D. Spara
Deputy Assessor

Nassau County Legislature
1550 Franklin Avenue
Mineola, New York 11501

Nassau County Department of Assessment
Nassau County Office Building
240 Old Country Road, 4th Floor
Mineola, New York 11501

We the undersigned, Trustees of EAST ROCKAWAY UFSD (#19) in the Town of HEMPSTEAD, Nassau County, New York hereby certify as follows:

At a meeting of the Trustees of EAST ROCKAWAY UFSD (#19) held in the said School District on the _____ day of _____, 2022, the following resolutions were duly adopted and have been entered on the records of the said School District.

RESOLVED, that the following budget (Gross Amount) of the necessary claims and expenditures in EAST ROCKAWAY UFSD (#19) in the Town of HEMPSTEAD School year 2022-23, amounting to


\$ 42,633,723 School Purpose
\$ 0 Library Purpose
Total \$ 42,633,723 be and the same is hereby accepted.

RESOLVED that the sum of \$ 32,166,055 School Purpose
\$ 0 Library Purpose
Total \$ 32,166,055 be the remainder of

budget adopted as above and the amount which must be RAISED BY TAXATION (NET AMOUNT) for EAST ROCKAWAY UFSD (#19) of the Town of HEMPSTEAD, Nassau County, New York for the year 2022-23 be levied upon the taxable property of the said school district as said property has been certified to by the Assessor for the school year 2022-23.

RESOLVED, that the District Clerk of this School District is hereby authorized and directed, pursuant to Section 6-20.0 and amendments thereto of the Nassau County Administrative Code, to file a certified copy of these resolutions with the Nassau County Legislature and the Department of Assessment, Mineola, New York, on or before August 15th, 2022.

Signature of Board Members:

Attest: 
Dated: June, 14, 2022

District Clerk
Trustees _____



Services Agreement Reinstatement

Name of Employer: East Rockaway UFSD

The Services Agreement for the fiscal year Jul 1, 2021 – Jun 30, 2022, entered into by your organization and U.S. OMNI & TSACG Compliance Services, Inc. (OMNI/TSA) is hereby reinstated and amended for the fiscal year Jul 1, 2022 - Jun 30, 2023, with the fee schedule set forth below. This Services Agreement Reinstatement will be effective on July 1, 2022, unless OMNI/TSA is notified in writing by your organization of non-renewal of the Services Agreement with below fee schedule prior to 7/1/22.

FEE SCHEDULE FOR 2022-2023 YEAR

Billing Type: Preferred Provider Program (P3) P3L

<u>Description</u>	<u>No. of Accounts</u>	<u>Rate</u>	<u>Annual Amount</u>
<u>P3 Administrative Fee</u>		\$1,500.00	\$1,500.00
<u>Non-P3 Service Provider 403(b)*</u>	3	\$36.00	\$108.00
<u>457(b) Accounts</u>	8	\$36.00	Included
<u>Vanguard Accounts**</u>	0	\$36.00	\$.00
<u>Great American Accounts***</u>	0	\$36.00	\$.00
Total 2022-2023			\$1,608.00

**Includes 403(b) ROTH Accounts if allowed*

***Employer authorizes Vanguard as a P3 provider, and agrees to pay applicable TPA fees, or Employer directs Vanguard to pay applicable TPA fees by charging an equal fixed dollar amount to each plan participant based on records submitted to Vanguard by the TPA.*

****Employer authorizes Great American as a service provider and has entered into an agreement to either pay the fees on behalf of the participant or has allowed the participant to authorize Great American to pay the fee from their account.*

Name: 

By: Brad Hope, Managing Partner

Date: May 26, 2022

NY-485



TEL: (631) 476-2161

FAX: (631) 476-9846

June 1, 2022

Ms. Lisa Ruiz
Superintendent of Schools
East Rockaway UFSD
443 Ocean Avenue
East Rockaway, NY 11518

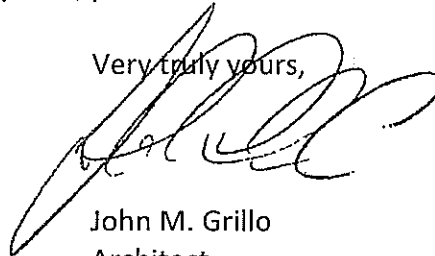
RE: East Rockaway UFSD
2022/2023 Capital Improvement Program
Fee Schedule

Dear Ms. Ruiz:

Please be advised that our fees, for Architectural Services with the East Rockaway Union Free School District for the 2022/2023 Budget Year, will remain at 5.0%. Overall construction fees and hourly wages for additional work will remain the same.

If additional information is required, please don't hesitate to contact our office.

Very truly yours,



John M. Grillo
Architect

JMG:kw

o-a fees 2022-2023

X _____
Signature:
East Rockaway UFSD

X _____
Signature: John M. Grillo, President
John A. Grillo, Architect PC



TEL: (631) 476-2161

FAX: (631) 476-9846

Hourly Rates for Additional Services Requested by the District:

Principal	\$175/hour
Senior Architect	\$150/hour
Architect/Site Manager	\$125/hour
Drafts Person	\$75/hour
Drafts Technician	\$75/hour
Clerical Technician/Secretarial	\$60/hour
Staff Engineer	\$150/hour

EAST ROCKAWAY PUBLIC SCHOOLS

PROFESSIONAL DEVELOPMENT CONSULTANT AGREEMENT

THIS AGREEMENT, made this ___ day of _____, 20__ by and between EAST ROCKAWAY UNION FREE SCHOOL DISTRICT (“SCHOOL DISTRICT”), having its principal place of business located at 443 Ocean Avenue, East Rockaway, New York 11518, and Rodney L. Brown (“CONSULTANT”), having its principal place of business for purposes of this Agreement at _____.

1. **TERM:** The term of the within Agreement shall be from June 1, 2022 through June 30, 2022.
2. **CONDITIONS:** The School District shall retain the Consultant to provide certain professional development services for the School District under the terms and conditions hereinafter set forth. The Consultant shall perform services only to the extent authorized by the School District.
3. **DUTIES AND SERVICES:** The Consultant shall provide professional development services, as follows:
 - a. The Consultant shall provide one 2-hour session facilitating a community committee “Building Bridges to Understanding” with a focus on diversity, equity, and inclusion in our schools and community on the following dates:
 - i. June 27, 2022.
 - ii. Additional dates in n/a to be determined by the School District.
4. **TIME REQUIREMENTS:** The Consultant shall devote the necessary time to the performance of services as set forth in the paragraph above. It is understood and agreed that the Consultant is free to utilize any other available professional time for the performance of Consultant services to other clients.
5. **FEES & EXPENSES:** During the term of this Agreement, the School District shall pay the Consultant the rate of \$1,500.00 per 2-hour session for up to two hours of service as set forth above, for a total compensation not to exceed \$1,500.00, to be paid after completion of each training session or workshop. Except as otherwise set forth herein or in Schedule A annexed hereto, Consultant shall be responsible for all costs and expenses incurred by Consultant that are incident to the performance of services for School District, including, but not limited to, all tools, vehicles, or other equipment to be provided by Consultant, all fees, fines, licenses, bonds or taxes required of or imposed against Consultant and all other of Consultant's costs of doing business. School District shall not be responsible for any expenses incurred by Consultant in performing services for School District.
6. **RELATIONSHIP BETWEEN THE PARTIES:** The Consultant is retained by the School District only for the purposes and to the extent set forth in this agreement, and its relation to the School District shall, during the periods of its services hereunder, be that of an independent contractor. The Consultant shall be free to dispose of that portion of its time, energy, and skill during regulation business hours as the Consultant is not obligated

to devote hereunder to the School District in such a manner as it sees fit and to such persons, firms or corporations as it deems advisable. Neither the Consultant nor its employees shall be considered as having employee status or entitled to participate in any of the School District's worker's compensation, retirement, fringe benefits, unemployment insurance, liability insurance, disability insurance or other similar employee benefit program.

7. **INCOME TAX DESIGNATION:** The School District shall not withhold from sums payable to Consultant under this Agreement any amounts for Federal, State, or local taxes including Federal or State income taxes, employment taxes (including Social Security and Medicare taxes), and unemployment taxes. Consultant agrees that any tax obligation of Consultant arising from the payments made under this Agreement will be Consultant's sole responsibility.
8. **CONFIDENTIALITY:** Consultant, its employees, and/or agents agree that all information obtained in connection with the services provided for in this Agreement is deemed confidential information. Consultant, its employees, and/or agents shall not use, publish, discuss, disclose or communicate the contents of such information, directly or indirectly with third parties, except as provided for in this Agreement. Consultant further agrees that any information received by Consultant, its employees, and/or agents during the course of the services provided pursuant to the Agreement which concerns the personal, financial, or other affairs of School District, its employees, agents, clients, and/or students will be treated by Consultant, its employees, and/or agents in full confidence and will not be revealed to any other persons, firms, or organizations. Consultant acknowledges its responsibility to maintain the security and privacy of student, teacher and/or principal data and its responsibility to adhere to all applicable federal and state statutes and regulations including but not limited to and the Family Educational Rights and Privacy Act (20 USC § 1232g) and New York Education Law § 2-d. In the event of a breach of the within confidentiality provision, Consultant shall immediately notify School District and advise it as to the nature of the breach and the steps the Consultant has taken to minimize said breach. Consultant shall indemnify and hold School District 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.
9. **SCHOOL GROUNDS & RULES:** It is understood and agreed that while on school grounds, Consultant shall obey all School District rules and regulations and must follow all reasonable directives of School District's administrators and employees.
10. **DEFENSE AND INDEMNIFICATION:** To the fullest extent permitted by law, the Consultant agrees to defend, indemnify and hold the School District, the Board of Education, their officers, directors, agents and employees, harmless from and against any and all penalties, interest or any other payment assessed against the District by any taxing authority should the Consultant's status as an independent contractor be disallowed by the taxing authority. Consultant further agrees that, to the fullest extent permitted by law, it shall defend, indemnify and hold harmless School District, the Board of Education, their officers, directors, agents and employees from and against all loss, costs, damages and

expenses, including attorneys' fees, judgments, fines and amounts paid in settlement (collectively, "Damages") 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 Consultant or any of its officers, directors, agents or employees taken or made with respect to this Agreement, except to the extent such Damages arise out of the negligence, misconduct or breach of this Agreement by School District.

11. **INSURANCE:** Consultant agrees to maintain the following insurance and name the School District as an additional insured on Consultant's commercial general liability and excess liability insurance policies:

- a. Commercial General Liability Insurance: \$1,000,000 per occurrence/ \$2,000,000 aggregate. The policy shall provide coverage for claims of negligent hiring, training and supervision, including claims arising in the context of sexual molestation, abuse, harassment, or other sexual misconduct.
- b. Automobile Liability: \$1,000,000 combined single limit for owned, hired and borrowed and non-owned motor vehicles.
- c. Workers' Compensation, Employers' Liability and N.Y.S. Disability: Statutory Workers' Compensation, Employers' Liability and N.Y.S. Disability Benefits Insurance for all employees. A self-employed person and certain partners and corporate officers may be excluded from the definition of "employee" pursuant to Workers' Compensation Law Section 2 (4). A person seeking an exemption must submit proof of filing of a CE-200 form with the New York State Workers Compensation Board.
- d. Professional Errors and Omissions Insurance: \$2,000,000 per occurrence/ \$2,000,000 aggregate for the professional acts of Consultant and its employees performed under this Agreement. 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.

Said policies shall be from an A.M. Best rated "Secure" insurer, licensed in New York State and shall state that Consultant's coverage shall be primary and non-contributory coverage for School District, its Board, employees and volunteers. School District shall be listed as an additional insured by using endorsement CG 2026 or equivalent. At the School District's request, Consultant shall provide a copy of the declaration page of the liability policy with a list of endorsements and forms. If so requested, Consultant will provide a copy of the policy endorsements and forms. In the event that any of the insurance coverage to be provided by Consultant contains a deductible, Consultant 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 Consultant.

Consultant shall purchase from and maintain in a company or companies lawfully licensed to do business in the State of New York such insurance as will protect Consultant and School District from claims set forth below for which Consultant may be legally liable, whether such operations be by Consultant or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. Notwithstanding any terms, conditions or provisions in any other writing between the parties, Consultant hereby

agrees to effectuate the naming of School District as an unrestricted additional insured on Consultant's insurance policies, with the exception of workers' compensation and professional liability. If the policy is written on a claims-made basis, the retroactive date must precede the date of the contract. The School District, in its sole discretion, may waive some requirements of this paragraph; any such waiver must be in writing signed by an authorized representative of the School District.

Consultant shall provide the School District with evidence of the above insurance requirements upon execution of this Agreement. Consultant 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 Consultant 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, Consultant 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.

12. **ASSIGNMENT OF AGREEMENT:** Consultant shall not assign, transfer or convey any of its rights or obligations under this Agreement without the prior written consent of School District.
13. **MUTUAL AGREEMENT:** This agreement has been arrived at mutually and is not to be construed against any party hereto as being the drafter hereof or causing the same to be drafted.
14. **DISCRIMINATION PROHIBITED:** Neither School District nor Consultant will discriminate against any individual because of his/her age, race, creed, color, national origin, sexual orientation, military status, sex, disability, predisposing genetic characteristics or marital status and will take affirmative action to ensure that each individual is afforded equal opportunities without discrimination because of his/her age, race, creed, color, national origin, sexual orientation, military status, sex, disability, predisposing genetic characteristics or marital status.
15. **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 Nassau, State of New York, and irrevocably agrees that all actions or proceedings relating to this Agreement must be litigated in such courts, and each of the parties waives any objection which it may have based on improper venue or *forum non conveniens* to the conduct of and proceeding in any such court.
16. **COMPLIANCE WITH SAVE LEGISLATION:** The Consultant understands and agrees that it is responsible for complying with all applicable Federal, State, local statutes, rules, and ordinances including the New York State Safe Schools Against Violence in Education (SAVE) legislation. The Consultant shall adhere to all applicable requirements and

protocols as established by the School District and the State Education Department of New York.

17. **TERMINATION**: This Agreement may be terminated by the School District upon seven (7) days' written notice to the Consultant. In the event of such termination, the parties will adjust the accounts due and payable to Consultant for services rendered. The Consultant will not incur any additional expenses upon receipt of School District's notification that Consultant's services have been terminated.

18. **NO PRIOR AGREEMENTS**: This Agreement constitutes the full and complete Agreement between School District and Consultant, and supersedes all prior written and oral agreements, commitments or understandings with respect thereto. The Agreement may not be altered, changed, added to, deleted from or modified except through the mutual written consent of the parties.

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

EAST ROCKAWAY UNION FREE SCHOOL DISTRICT

Date: _____

By: _____ 
Name:
Title:

CONSULTANT

Date: _____

By: _____
Name:
Title:

**NASSAU BOCES DEPARTMENT OF REGIONAL SCHOOLS AND
INSTRUCTIONAL PROGRAMS
TWILIGHT ALTERNATIVE HIGH 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 [REDACTED], and the East Rockaway Union Free School District, hereinafter known as the "East Rockaway District", whose administrative office is located at 443 Ocean Avenue, East Rockaway, NY 11518..

WITNESSETH:

WHEREAS, the East Rockaway Union Free School District desires to have a Twilight Alternative High School Program, hereinafter known as the "Program" for students at the designated school(s) in the East Rockaway District. The designated school(s) and associated costs with the Program appear in the attached matrix in Appendix A; and

WHEREAS, 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 East Rockaway District hereby agree as follows:

- A. The term of the within agreement shall be for the period commencing on or about September 15, 2022 and terminating on or about June 30, 2023.
- B. The Nassau BOCES shall assume responsibility for the Program as follows:
 - 1. The Program shall be offered by the Nassau BOCES for the school year commencing on or about September 15, 2022 and ending on or about June 30, 2023, 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 East Rockaway District designated schools and other Nassau BOCES component Districts on a tuition basis (as agreed upon).
 - 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 May/June preceding the commencement of the Program, Nassau BOCES shall provide the East Rockaway District with a list of all teaching and supervisory staff hired for the previous school session to allow for indication of who will be re-hired for the upcoming school year. 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 also 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.
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.
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 East Rockaway 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 East Rockaway District's provision of instruction to its students during the school day and in no event shall occur at the East Rockaway 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 East Rockaway 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 East Rockaway 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 East Rockaway 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 East Rockaway District shall be entitled to assume the defense thereof, and the Nassau BOCES shall be liable to repay the East Rockaway District for all its expenses reasonably incurred in connection with the defense, including reasonable attorneys' fees, disbursements, expert witness fees and settlement payments. All of the 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 East Rockaway District.
14. The Nassau BOCES is retained by the East Rockaway District only for the purposes and to the extent set forth in this Agreement. The Nassau BOCES' relationship to the East Rockaway 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 East Rockaway 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 East Rockaway Union Free School 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 East Rockaway 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 Program's building administrator(s) shall cooperate with the Nassau BOCES liaison assigned to the East Rockaway District with regard to the Nassau BOCES classes which take place therein.



4. The East Rockaway 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 East Rockaway Union Free School 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 East Rockaway District respecting the performance of the services to be provided by the East Rockaway District pursuant to the terms of the within Agreement, or the action of, or the failure to act by the East Rockaway District, the East Rockaway District's representatives or employees, or anyone for whose acts the East Rockaway 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 East Rockaway District pursuant to the provisions of this paragraph, the Nassau BOCES shall promptly notify the East Rockaway District of the suit, claim or demand and give the East Rockaway District an opportunity to defend and settle same without any cost to the Nassau BOCES and shall extend reasonable cooperation to the East Rockaway District in connection with the defense, which shall be at the expense of the East Rockaway District. In the event that the East Rockaway 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 East Rockaway 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 of the provisions of this paragraph shall survive the expiration or sooner termination of this Agreement.
6. The East Rockaway District shall provide all students with a copy of the Code of Conduct and/or a Student Handbook. Discipline issues shall be handled in accordance with said Code of Conduct by the East Rockaway District in consultation with the Nassau BOCES.
7. The East Rockaway District shall conduct Superintendent's Hearings as needed for disciplinary reasons according to the East Rockaway District's protocol. The principal of the Program shall attend all hearings.
8. The appeals process of any student, parent/guardian shall follow the District's protocol as stated in its Code of Conduct.
9. The Nassau BOCES is retained by the East Rockaway District only for the purposes and to the extent set forth in this Agreement. The Nassau BOCES' relationship to the East Rockaway 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 East Rockaway 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 East Rockaway 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 East Rockaway District's matrix.
2. The East Rockaway District shall pay the Nassau BOCES within 30 days of receipt of the invoice.
3. The East Rockaway 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 East Rockaway District's applicable labor contract provides for rates greater than those indicated in Appendix A, the East Rockaway 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 and handwriting, place of birth, mother’s maiden name, employment histories, credit histories or 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, students’ 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, dates of attendance, participation in officially recognized activities and sports, weight and height of members of athletic teams, degrees, honors and awards received, and 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 East Rockaway 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 East Rockaway District agrees to allow the Department of Regional Schools Twilight Program access to their student Assessment Scoring and Analysis Program (ASAP) data for use in comparisons from 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 or 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 or 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 another 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. **DISTANCE LEARNING:** Should school districts be required to remain closed for educational purposes due to an Executive Order or other lawful means, the Program will be held by the designated school through means of distance learning.
18. 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 2/15/22 IS: MAS
SB: 2/10/22

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 claim/\$3,000,000 aggregate for the professional acts of the Nassau BOCES performed under this Agreement for the East Rockaway 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 Liability Insurance

\$4,000,000 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 East Rockaway District, its Board, employees and volunteers.
- be listed as an additional insured by using endorsement 2026 or its equivalent. The decision to accept an alternative endorsement rests solely with the East Rockaway 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 East Rockaway 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.

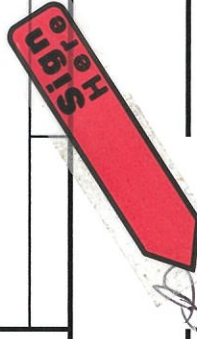
June 2022



Department of Regional Schools Instructional Programs
 Nassau BOCES Twilight Alternative School
 2022 - 2023

APPENDIX A
 IPA069

DISTRICT	LOCATION	JOB CODES	SALARY/ RATE	DAYS/HOURS	RATE	PROGRAM DATES		
EAST ROCKAWAY TWILIGHT IPA069	443 Ocean Ave East Rockaway, NY			3:00 - 4:00 Tues & Thurs		On or about 9/1/2022 through On or about 6/30/2023		
	11518 Coordinator Teachers Sub Teachers	DPTD DTHR STHR	63/hr 60/hr 35/hr		H H H			
Hours and Days								
				MON	TUES	WED	THURS	FRI
							3:00 - 4:00	
Courses								
Homework Help								
SAT Prep								
Eng 12								



Date

Authorized District Official's Signature

Print Authorized District Official's Name & Title

6/8/2022

Paychecks are mailed on the 15th and the last day of the month. A two-week lag is required.

4/11/22