

EAST ROCKAWAY UNION FREE SCHOOL DISTRICT
East Rockaway, New York
Organizational and Regular Meeting of the Board of Education
Centre Avenue Elementary School Library
7:00 P.M., July 14, 2022
Meeting Open to the Public and Livestreamed

AGENDA

1. Call to Order and Pledge of Allegiance
2. Swearing in of Elected Trustee Peter McNally for 2022-2025
3. Swearing in of Elected Trustee Michael Motherway for 2022-2025
4. Election of President of the Board of Education for 2022-2023
5. Election of Vice President of the Board of Education for 2022-2023
6. Swearing in of the Board of Education Officers
7. Swearing in of the Board of Education Trustees
8. Swearing in of District Clerk
9. Appointment of District Officers:

District Clerk.....Nereyda Amaya Moran
District TreasurerDebra Muller
Deputy District ClerkJacqueline A. Scrio
Deputy District TreasurerPresident of the Board of Education
District Tax CollectorJacqueline A. Scrio
Superintendent of SchoolsJames DeTommaso
Claims Auditor.....Deans Archer & Co., CPA

10. Swearing in of District Officers
11. District Standing Committee Liaisons:

Budget Advisory Committee/Fiscal.....Board of Education
Prevention Task ForceDaniel DeMatteo and Joseph Kilgus
Education FoundationDominick Vulpis
PolicyPeter McNally and Dominick Vulpis
Super PTA.....Michael Motherway and Peter McNally
Audit Committee.....Board of Education
Building Bridges to UnderstandingDominick Vulpis and Joseph Kilgus

12. Board of Education Liaisons:

| | |
|---|---------------------------------------|
| Curriculum & Standards | Dominick Vulpis |
| District Wide Emergency Response Team | Joseph Kilgus and Peter McNally |
| Health & Wellness | Michael Motherway and Daniel DeMatteo |
| Legislation & Government Relations | Dominick Vulpis and Daniel DeMatteo |
| Pupil Personnel | Board of Education |

13. Approve the following appointments:

| | |
|--|--|
| Asbestos Designee..... | James Daly |
| Attendance Officer, Centre Avenue School..... | Alice Calabrese |
| Attendance Officer, ERHS | Leira Serrano |
| Attendance Officer, Rhame Avenue School | Michele Daniels |
| Extra Classroom Activities Central Treasurer | Jeannine Iadevaia |
| Insurance Consultant..... | NYSIR |
| Records Access Officer | Jacqueline A. Scrio |
| Records Management Officer | Jacqueline A. Scrio |
| School Physician | Richard Addes, D.O. |
| Title IX Officer..... | Vincent Healy |
| Impartial Hearing Officers | See Attachment "1" |
| Medicaid Compliance Officer | Jacqueline A. Scrio |
| Data Protection Officer | Dr. Ryan Fisk |
| Dignity Act Coordinators | Janna Bonacorsi Vincent Healy Calia Kelly Robert Kennedy Principal at Rhame Ave. Dawn McCabe Kristen Mednick Dr. Alissa Nunes James O'Driscoll Dr. Rosina Pzena Maureen Schutta Richard Schaffer Amy Canale Weissman Ann Marie Chapur |
| District Wide Emergency Response Team Liaisons | James DeTommaso James Daly |

14. Approve the appointment of Committee Members to CPSE:

| | |
|-------------------|------------------|
| Chairperson..... | Vincent Healy |
| Chairperson | Robert Kennedy |
| Chairperson | Dr. Alissa Nunes |
| Chairperson | Dr. Rosina Pzena |
| Chairperson | Ann Marie Chapur |

Special Education Provider.....(Teacher of child; service provider)
 Physician.....Richard Addes, D.O.
 General Education Teacher.....(Teacher of child)
 School Psychologist.....Dr. Alissa Nunes
 School Psychologist.....Dr. Rosina Pzena
 School Psychologist.....Ann Marie Chapur
 Parent of Child
 Parent Member

15. Approve the appointment of Parent members for CPSE:

Amy Kelly
 Holly Diamond

16. Approve the appointment of Committee Members to CSE:

ChairpersonVincent Healy
 ChairpersonRobert Kennedy
 ChairpersonDr. Rosina Pzena
 Chairperson.....Dr. Alissa Nunes
 Chairperson.....Ann Marie Chapur
 Special Education Teacher.....(Teacher of Child)
 General Education Teacher.....(Teacher of Child)
 Physician.....Richard Addes, D.O.
 School Psychologist.....Dr. Alissa Nunes
 School Psychologist.....Dr. Rosina Pzena
 School Psychologist.....Ann Marie Chapur
 Parent of Child
 Parent Member

17. Approve the appointment of Parent Members for CSE:

Amy Kelly
 Holly Diamond

18. Approve the appointment of Amy Kelly to serve as the Surrogate Parent.

19. Approve the appointment of the East Rockaway teaching staff as per their teacher certification for home instruction for the 2022-2023 school year.

20. Approve the appointment of the East Rockaway instructional and pupil personnel staff as per their teacher certification and licensure for CSE and CPSE committee the 2022-2023 school year.

21. Designate the following depository for District funds: Webster Bank.

22. Designate the following newspapers as newspapers for the publication of school district legal notices:

“Oceanside, Rockville Centre, East Rockaway Tribune”
 “The Lynbrook East Rockaway Herald”

“Newsday Media Group, Inc.”

23. Designate the use of the IRS mileage reimbursement rate to compensate employees and board members for use of personal vehicle for district business.
24. Designate Frazer and Feldman, LLP, as General Counsel.
25. Designate Capital Markets Advisors, LLC as District Fiscal Advisors.
26. Designate Hawkins, Delafield and Wood as Bond Counsel.
27. Designate Nawrocki Smith LLP as External Auditor.
28. Designate Cullen & Danowski , LLP as Internal Auditor.
29. Designate JAG Architect as Architect.
30. Designate EnviroScience Consultants Inc. as Environmental Consultants.
31. Designate US Omni & TSACG Compliance Services as the third-party administrator of 403(b) and 457 plans.
32. Designate Altaris Consulting Group, LLC as Security Consultants.
33. Designate JN Business Services as the transportation consultant.
34. Designate H.M.B. Consultants as the food service consultant.
35. Designate Richard N. Thompson, Esq. and Michael J. Annibale, Esq. as hearing officers for student disciplinary hearings.
36. Designate Wright Risk Management Company as the District’s Workers’ Compensation Administrator for the 2022/2023 school year.
37. Designate the New York Secretary of State as the school district’s agent for service of Notices of Claim and authorize the District Clerk to file a Certificate of Designation with the New York Department of State.
38. Authorize the President of the Board of Education and the District Clerk to execute and file with the Office of the Receiver of Taxes, Town of Hempstead, New York, the Certification for the School District Treasurer and banking information for wiring funds.
39. Authorize the Superintendent of Schools to certify payroll for the 2022-2023 school year.
40. Authorize, in the absence of the Superintendent of Schools, the Assistant Superintendent for Finance & Operations to certify payroll for the 2022-2023 school year.

41. Authorize the President of the Board of Education to certify the District’s annual payroll to the Civil Service Commission.
42. Authorize the Assistant Superintendent for Finance & Operations to serve as the school district purchasing agent.
43. Authorize the District Treasurer in the absence of the Assistant Superintendent for Finance & Operations to serve as purchasing agent.
44. Authorize the Board President, Superintendent or Assistant Superintendent for Finance & Operations to sign the contract with BOCES for services for the 2022-2023 school year.
45. Authorize the Board President, Superintendent or Assistant Superintendent for Finance & Operations to sign contracts with the lowest responsible bidders for transportation services and other commodities and services as appropriate.
46. Authorize, in the absence of the President of the Board of Education, the Vice President of the Board of Education to be the presiding officer of meetings and further authorize the Vice President of the Board of Education to execute any and all documents in the absence of the Board President, upon which the Board has taken action.
47. Authorize the attendance at conferences, conventions, and workshops by members of the Board of Education and Superintendent during the 2022-2023 school year.
48. Authorize the Superintendent to approve the attendance at conferences, conventions, and workshops of district employees during the 2022-2023 school year.
49. Authorize the Superintendent to apply for grants during the 2022-2023 school year.
50. Authorize the Following Petty Cash Funds:

| | | |
|--|--------------------------|-------|
| East Rockaway High School..... | Nancy Catapano | \$100 |
| Centre Avenue School | Theresa Garcia | \$100 |
| Rhame Avenue School..... | Jessica White..... | \$100 |
| Pupil Personnel Services..... | Ellen Blumlein | \$100 |
| Superintendent’s Office | Mary Volino..... | \$100 |
| District Clerk (Board of Education)... | Nereyda Amaya Moran..... | \$100 |
| Curriculum and Technology | Trish Daly-Louw..... | \$100 |

51. Authorize the following persons to sign checks:

| | |
|-------------------------|--|
| Debra Muller | District Treasurer |
| James DeTommaso | Superintendent |
| TBA or successor | President, Board of Education |
| | East Rockaway UFSD |
| Jeannine Iadevaia | Extra Classroom Activities Central Treasurer |

52. Authorize the Superintendent of Schools to approve budget transfers in an amount not to exceed \$5,000.

53. Approve the following resolution for purpose of adopting coverage provided by §18 of the New York State Public Officers Law:

BE IT RESOLVED, that the Board of Education of the East Rockaway School District hereby adopts the coverage provided by §18 of the New York State Public Officers law for the following job titles: Members of the Board of Education, the Superintendent of Schools, the Assistant Superintendent for Finance and Operations, the Director of Pupil Personnel Services, the Assistant Superintendent for Curriculum and Instruction, Director of Technology and Learning Analytics, Director of Facilities, District Treasurer, and District Clerk. The adoption of this provision is intended to supplement and not supplant the protection available to such employees by virtue of already existing statutory provisions or other sources. Such coverage shall include, but not be limited to, being called to testify as a witness or to answer questions concerning their acts or omissions within the scope of their office, agency or employment before a Grand Jury, the Office of the District Attorney, or other law enforcement official. Nothing herein contained shall be construed to authorize or require defense or indemnification to a Member of the Board of Education, the Superintendent of Schools, the Assistant Superintendent for Finance and Operations, the Director of Pupil Personnel Services, the Assistant Superintendent for Curriculum and Instruction, the Director of Technology and Learning Analytics, and the Director of Facilities, who has been identified as a defendant in a pending criminal prosecution, or where such individual or the school district has reason to believe that such individual is a target in a criminal investigation or prosecution by the Office of the District Attorney or other law enforcement entity. This benefit shall not be available to and shall not cover any employee serving in any of the job titles listed herein who is represented for collective bargaining purposes by a duly designated collective bargaining agent unless and until such coverage is negotiated with the collective bargaining agent representing said employee. The superintendent or her designee shall take steps necessary to obtain insurance protection against the potential liability to the district arising out of the adoption of this provision.

54. Approve the following Schedule of Fees for facilities use:

| | |
|-----------------------------------|---------------|
| Auditorium..... | \$50/hour |
| Cafeteria | \$35/day |
| Classroom | \$10/day |
| Gymnasium..... | \$35/day |
| Custodial Overtime | \$45/hour |
| Field Use | \$10/session |
| Field Use - Groomed..... | \$55/session |
| Field Use - Groomed & Lined | \$100/session |
| Turf Field | \$100/session |
| Security | \$35/hour |

ACTION AGENDA

55. Public Comments on Agenda Items

56. Approval of Minutes

- A. June 14, 2022, Regular Meeting
- B. June 30, 2022, Special Meeting

57. Acknowledgement of Monthly Reports and Correspondence

- A. Receipt of Monthly Financial Reports: May 2022
- B. Correspondence

58. Recommendations of the Superintendent of Schools

A. Upon the recommendation of the Superintendent, accept the following resignations:

- 1. Ayesha McArthur, elementary principal, effective August 5, 2022
- 2. Nicole Rode, music teacher, effective June 30, 2022
- 3. Angela Bond, permanent substitute teacher, effective June 30, 2022
- 4. Denise Powell, security aide, effective September 2, 2022

B. 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:

| | |
|----------------------|--------------------------------------|
| Thomas Moore | Substitute Special Education Teacher |
| Kristen Mednick..... | Social Worker |

C. Upon the recommendation of the Superintendent, approved the appointment of Caroline Sferrezza 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.

D. 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:

| | |
|------------------------|-------------------------|
| Karen Cooney..... | Teacher Aide |
| Kimberly Barbaro | Substitute Teacher Aide |
| Marybeth Malone | Substitute Teacher Aide |
| Alycia Fahrenkrug..... | Substitute Teacher Aide |

E. Upon the recommendation of the Superintendent, accept, with regret, the resignation of Jennifer McKeon, for the purpose of retirement, from her Senior Typist Clerk position effective September 30, 2022.

- F. Upon the recommendation of the Superintendent, rescind the appointment of Josett Bernberg, from the June 14, 2022, Agenda and Minutes, 6.N, and further approve the appointment of Josett Bernberg to the position of leave replacement English teacher, effective September 1, 2022, through January 27, 2023, at the prorated MA, Step 1, 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 four-year probationary appointment of Sunzena Miah to the position of Art Teacher, (tenure area: Art; certification: Initial) effective September 1, 2022, subject to applicable laws and regulations regarding the granting of tenure, at the BA, Step Entry 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 four-year probationary appointment of Noah Luft-Weissberg to the position of music teacher, (tenure area: music; certification: Initial) effective September 1, 2022, subject to applicable laws and regulations regarding the granting of tenure, at the MA30, Step Entry 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 part-time appointment of Sabrina Biaggi to the position of mathematics teacher (.4 FTE) effective September 1, 2022, through June 30, 2022 at the prorated MA, Step 1, annual salary set forth in the East Rockaway Teachers Association for the 2022-2023 school year; and further approve her appointment to the position of per diem substitute teacher (.6 FTE) effective September 1, 2022, through June 30, 2023, at the per diem salary established by the East Rockaway Board of Education for the 2022-2023 school year.
- J. Upon the recommendation of the Superintendent, approve the part-time appointment of Kathryn Appello to the position of elementary teacher (.8 FTE), effective September 1, 2022, through June 30, 2023, at the prorated BA, Step Entry annual salary set forth in the East Rockaway Teachers Association Contract for the 2022-2023 school year.
- K. Upon the recommendation of the Superintendent, approve the part-time appointment of Frank Cuttitta to the position of world language teacher (Italian) (.8 FTE), effective September 1, 2022, through June 30, 2023, at the prorated MA60, Step 28, annual salary set forth in the East Rockaway Teachers' Association Contract for the 2022-2023 school year.
- L. Upon the recommendation of the Superintendent, approve the provisional appointment of Annabel M. Kell to the position of twelve (12) month Clerk-Typist I, effective July 25, 2022, at the prorated Step 1 annual salary established by the East Rockaway Secretaries Association Agreement for 12-month typist clerks for the 2022-2023 school year.
- M. Upon the recommendation of the Superintendent, approve the leave of absence of Christine Del Valle from her monitor position effective July 17, 2022, for the 2022-2023 school year.
- N. Upon the recommendation of the Superintendent, approve the provisional appointment of Christine Del Valle to the position of twelve (12) month Clerk-Typist I, effective

July 18, 2022, at the prorated Step 1 annual salary established by the East Rockaway Secretaries Association Agreement for 12-month typist clerks for the 2022-2023 school year.

O. Upon the recommendation of the Superintendent, approve the 2022-2023 fall coaching appointments more fully set forth on the 2022-2023 Fall Coaching Schedule at the stipend salary set forth in the East Rockaway Teachers Association contract for the 2022-2023 school year.

P. Upon the recommendation of the Superintendent, approve the following temporary assignments upon the terms and conditions established by the East Rockaway Board of Education:

a. Per diem substitute nurses effective July 12, 2022

1. Kristen Clarke
2. Patricia Pignataro

b. Permanent Substitute Teachers, effective September 1, 2022

1. Anthony Barbieri
2. Victoria Berman
3. Kacie Curran
4. Taylor Dworkin
5. Marissa Defrin
6. Priscilla Princz
7. Dakota Terenzi
8. Gabriela Turcios Climaco
9. Brandon Tompkin

c. Per Diem Substitute Teachers, effective September 1, 2022

1. Brenda Arum
2. Elizabeth Freeman
3. Kevin Fuller
4. Christopher Giudice
5. Richard Hess
6. Amie Laino
7. Jessica Risso
8. Caroline Sferrazza

59. Other Items

A. Approve the day and time of regular Board of Education meeting dates as more fully set forth on Attachment "2."

B. Approve the four-year probationary appointment of Sean Murray as the Assistant Superintendent for Curriculum and Instruction, effective July 18, 2022, and authorize the Superintendent of Schools to execute the resulting Employment Agreement.

C. Approve the following employment agreements for the 2022-2023 school year and authorize

the Superintendent of Schools to execute the agreements on behalf of the East Rockaway Board of Education:

1. James Daly, Director of Facilities
2. Dr. Ryan Fisk, Director of Technology and Learning Analytics
3. Vitina Fazi, Secretary to the Assistant Superintendent for Finance & Operations
4. Vincent Healy, Director of Pupil Personnel Services
5. Debra Muller, District Treasurer
6. Mary Volino, Secretary to the Superintendent of Schools

- D. Adopt the East Rockaway UFSD District-Wide Safety & Emergency Management Plan for the 2022-2023 school year.
- E. Approve the 2022-2023 Extension of Food Service Contract with Aramark Educational Services, LLC for the 2022-2023 school year and authorize the President of the Board of Education and Assistant Superintendent for Finance and Operations to execute the contract on behalf of the East Rockaway Board of Education.
- F. Approve the following resolution:

WHEREAS, the District has recognized in Board of Education Policy No. 8334 that specific District employees will be issued a District credit card to assist with their job responsibilities.

NOW, THEREFORE, it is

RESOLVED, that the job titles that are issued a District credit card will be determined by the Board of Education. Credit cards currently assigned are as follows:

Superintendent of Schools – COSTCO
Maintenance Workers – Home Depot
Director of Facilities – Home Depot

- G. Approve the 2022-23 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 July 1, 2022, through June 30, 2023, and authorize the Superintendent of Schools to execute the contract on behalf of the East Rockaway Board of Education.
- H. Approve the 2022-23 consultant contract between the East Rockaway School District and RCP Consultants to provide professional development services for the implementation of instructional practices in alignment with ESSA expectations for the period of July 1, 2022, through June 30, 2023, and authorize the Superintendent of Schools to execute the contract on behalf of the East Rockaway Board of Education.
- I. Approve the 2022-23 consultant contract between the East Rockaway School District and The Balance Between to provide professional development workshops addressing the continued development of the use of Thinking Maps in the East Rockaway School District for the period of July 1, 2022, through 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.

J. Approve the terms and conditions of the *Child Nutrition: Proposal for Development of Bid Specifications* with HMB Consultants for bid specifications for the district's program operation under a Type II contract for the 2023-2024 school year and authorize the Assistant Superintendent for Finance & Operations to execute the resulting contract on behalf of the East Rockaway Board of Education.

K. Approve the free and reduced lunch program income eligibility schedule for the 2022-2023 school year (Attachment 3).

L. Approve the following resolution:

WHEREAS Section 135.4(c) (7) (ii) (a) (4) of the Regulations of the Commissioner of Education provides for a board of education to permit pupils in grades no lower than seventh grade to compete on interscholastic athletic teams organized for senior high school pupils, or senior high school pupils to compete on interscholastic athletic teams organized for pupils in the seventh and eighth grades; and

WHEREAS, these pupils are to be allowed to compete at levels that are appropriate to their physical maturity, physical fitness, and sport skills in relationship to other pupils in accordance with the standards established by the Commissioner of Education; and

WHEREAS the State Education Department issues the competition standards for these pupils to compete under a program called the Athletic Placement Process;

THEREFORE BE IT RESOLVED that the East Rockaway UFSD Board of Education shall permit pupils to compete after successfully completing the Athletic Placement Process for the requested sport and level.

M. Approve the Collaborative Agreement, Administration of Epinephrine Auto-Injectors in East Rockaway Schools for the 2022-2023 school year with Dr. Richard Addes in accordance with New York State Public Health Law Section 3000c and authorize Gary Gregory in his capacity as the Director of Physical Education, Health and Athletics to execute the agreement on behalf of the East Rockaway Board of Education.

N. Approve the following resolution:

NOW, THEREFORE, BE IT RESOLVED, that pursuant to Education Law §2014(2), the Board of Education of the East Rockaway Union Free School District, Nassau County, New York, resolves as follows:

Section 1. The following qualified voters of the East Rockaway Union Free School District, Nassau County, New York, are hereby appointed to constitute the Board of Registration of said school district to attend for the purpose of the preparation of the registers for all school-related elections of said school district pursuant to Section 2014 of the Education Law and to serve until the 30th day following the next annual meeting of the district:

1. Nereyda Amaya Moran (District Clerk)
2. Theresa Garcia
3. Barbara Winters
4. Trish Daly-Louw

Section 2. In addition to the District’s continuous registration previously approved by the Board of Education conducted in the District Clerk’s Office on days that school is in session during the hours of 8:00 a.m. and 3:00 p.m., special registration shall be conducted, and shall take place, at Rhame Avenue Elementary School and Centre Avenue Elementary School, during kindergarten registration week, between the hours of 8:00 a.m. and 3:00 p.m. and during the annual district election, for the purpose of preparing a register of the qualified voters of this district for said annual district election, at which time any person shall be entitled to have his/her name placed upon such register provided that at such meeting of the board of registration, he/she is known, or proven to the satisfaction of the board of registration, to be then or thereafter entitled to vote at the annual district election for which such register is prepared. The District Clerk will attend on said day(s) with the members of the board of registration.

Section 3. The board of registration shall be compensated for their duties at the minimum hourly wage rate set by the New York State Department of Labor per hour for each hour actually and necessarily spent upon duties as a member of the Board of Registration.

Section 4. This resolution shall take effect immediately.

- O. Approve the following resolution:

BE IT RESOLVED that, in accordance with the provisions of New York State Education Law §3012-c and Subpart 30-2 of the Regulations of the Commissioner of Education, the Board of Education of the East Rockaway Union Free School District (“District”) hereby certifies the following individuals as qualified lead evaluators:

| | |
|-----------------|--------------------------|
| Janna Bonacorsi | Calia Kelly |
| Peter Ceglio | Robert Kennedy |
| James DeTommaso | Barbara Olivares-Lazcano |
| Dr. Ryan Fisk | Joseph Polite |
| Dames Forbes | Sean Murray |
| Gary Gregory | Richard Schaffer |
| Vincent Healy | TJ Terranova |
| Bradley Krauz | |

The District hereby authorizes the above-listed individuals to conduct and/or complete the annual professional performance reviews of classroom teachers within the District.

- P. The District hereby authorizes James DeTommaso and Sean Murray to conduct and/or complete the annual professional performance reviews of building principals within the District.
- Q. Approve the terms and conditions of the renewal agreement between the Incorporated Village of Lynbrook and the East Rockaway Union Free School District for fuel purchasing, for the

period July 1, 2022, through 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.

- R. Approve the following resolution for Nassau County BOCES 2022-2023 Cooperative Bid for various commodities and/or services:

WHEREAS, the Board of Education of the East Rockaway Union Free School District of New York State (the “School District”) wishes to participate in Cooperative Bidding Program for the 2022-2023 school year conducted by the Board of Cooperative Education Services of Nassau County (“Nassau BOCES”) for the purchase of various commodities and/or services as authorized by and in accordance with the Education Law and General Municipal Law, Section 119-0;

NOW THEREFORE, BE IT RESOLVED that the School District hereby appoints Nassau BOCES as its representative and agent in all matters related to the Cooperative Bidding Program, including but limited to responsibility for the drafting of specifications, advertising for bids, accepting and opening bids, bids, reporting the results to the School District and making recommendations thereon, and

BE IT FURTHER RESOLVED that Nassau BOCES is hereby authorized to award bids on behalf of the School District to the bidder deemed to be the lowest responsible bidder meeting the bid specifications and other wise complying with Article 5-A of the General Municipal Law of the State of New York relating to public bids and contracts and to enter into contracts for the purchase of the commodities and/or services as authorized herein, and

BE IT FURTHER RESOLVED, that the School District agrees to assume its equitable share of the administrative costs of the cooperative bidding program and all its obligations and responsibilities pursuant to any contract that may be awarded by Nassau BOCES on behalf of the School District.

- S. Approve the following resolutions for Nassau County Schools’ Cooperative Self-Insurance Plan for Workers’ Compensation:

RESOLVED, upon the recommendation of the Superintendent of Schools, the Board of Education of the East Rockaway UFSD, maintain its membership in the Nassau County Schools Cooperative Insurance Plan for Workers’ Compensation for the 2022-2023 school year, at a cost of \$176,326.

- T. Approve the following resolution:

RESOLVED, upon the recommendation of the Superintendent of Schools, the Board of Education of the East Rockaway UFSD, authorizes the renewal of the New York Schools Insurance Reciprocal (NYSIR) and Travelers Commercial Crime Insurance policies effective July 1, 2022, through June 30, 2023, as per the attached proposal; and

BE IT FURTHER RESOLVED the Board of Education authorizes the Assistant Superintendent for Finance & Operations to sign any required papers to effectuate such arrangement.

U. Approve the following resolution:

WHEREAS, the District has asked to enter into an Intermunicipal Cooperation Agreement (“IMA”) with the Malverne Union Free School District whereby during the 2022-2023 school year Malverne would, for a monthly fee, transport East Rockaway residents to the non-public school they attend and to which Malverne already transports residents, and

WHEREAS, such an agreement is in the best interests of both school districts, and

WHEREAS, District counsel has disclosed that they also represent Malverne and have accordingly asked whether the District wishes them to represent it in connection with the drafting of such an agreement, and if so, to approve and execute a Disclosure and Consent Agreement,

Now Therefore Be It

RESOLVED, that the Board of Education hereby approves the Disclosure and Consent Agreement enabling District counsel to represent both Districts in the drafting of IMA with Malverne, and Be It Further

RESOLVED, that the Board of Education hereby approves the Intermunicipal Cooperation Agreement with the Malverne Union Free School District, and Be It Further

RESOLVED, that the President of the Board of Education be and is hereby authorized to execute both the Disclosure and Consent Agreement and the Intermunicipal Cooperation Agreement on behalf of the District.

V. Approve the Mutual Emergency Evacuation Agreement between the East Rockaway UFSD and Lynbrook UFSD for an emergency school evacuation and authorize the President of the Board of Education to execute the Agreement on behalf of the East Rockaway Board of Education.

W. Approve the participation in cooperative bids for:

1. Custodial and facilities items – Nassau County Facilities Director Cooperative
2. Automotive supplies, materials, parts and services – Levittown UFSD
3. Services provided by Suffolk BOCES
4. Services and supplies provided through NYS Office of General Service Contracts
5. Services and supplies provided through Suffolk County Contracts
6. Services and supplies provided through NYS Preferred Source Program (Industries for the Blind; Industries for the Disabled)
7. Services and supplies provided through OMNIA Partners, Public Sector

X. Approve the vendors for the 2022-2023 school year for the services indicated on Attachment 4 and authorize the President of the Board of Education and/or the Assistant Superintendent for Finance & Operations to execute the resulting service contracts.

Y. Approve the resolution for tax shelter annuities, more fully described on Attachment 5.

Z. Approve the following resolution:

BE IT RESOLVED that the 2023 organizational meeting of the Board of Education will be held on July 11, 2023.

AA. Approve the Health and Welfare agreement between East Rockaway UFSD and Hempstead UFSD for the health and welfare services for the 2021-2022 school year and authorize the Superintendent and the President of the Board of Education to execute the agreement on behalf of the East Rockaway Board of Education.

BB. Approve the Tuition agreement with Devereux Foundation, for special education services for one student (1), Student I.D. No. 180006490 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.

CC. Approve the Special Education Services Contract with Hewlett Woodmere UFSD for special education services for two parentally placed students, Student I.D. No's 180008590 and 180008866 for the 2021-2022 school year and authorize the President of the Board of Education to execute the contract on behalf of the East Rockaway Board of Education.

DD. Approve the Consultant Services Contract between East Rockaway UFSD and CMG Ed Group, LLC to work with ENL Teachers and Co-Teachers to develop strategies to adapt instruction and support immigrant learners for 2022-2023 school year and authorize the President of the Board of Education to execute the contract on behalf of the East Rockaway Board of Education.

EE. Approve the 2022-23 consultant contract between the East Rockaway School District and Ideal Consulting to provide professional development services to prepare reading teachers for grade-level data meetings for the period of July 1, 2022, through 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.

FF. Declare obsolete for the purpose of disposal and/or recycling the items listed on the Textbook Removal form dated June 24, 2022.

GG. Accept the following donation:

1. From the Bastow family a Fender "Squire" electric guitar, estimated value of \$300 to the High School Music Department.
2. From the Centre Avenue PTA a Curriculum Enhancement Grant in the amount of \$80.00.
3. From Jimmy Lores a Dual Fit Cycling Bike for the fitness room, valued at approximately \$150.00.

60. Approval of CSE and CPSE Recommendations

61. Budget Transfers

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

1. Transaction No. 22-029
2. Transaction No. 22-030

62. Policy Matters

A. Policy Subcommittee Report

B. For Re-Adoption/Reaffirmance

1. All Current Policies and Regulations
2. 0000, Mission Statement and Goals
3. 1900, Parent & Family Engagement
4. 5151, Homeless Children
5. 5300, Code of Conduct
6. 6240, Investments
7. 6700, Purchasing

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”
14. 9520.2, Family and Medical Leave

63. Reports

A. Superintendent’s Report

64. Good and Welfare

- A. Congratulations to Brianna Ostrander and family on the arrival of her daughter, Brooke Lively Ostrander on June 25, 2022.
- B. Congratulations to Betty Freeman and family on the arrival of her granddaughter, Margot Amelia on June 26, 2022

65. Public Comments

66. Board Member Comments

67. Adjournment

| VENDOR - JULY 14, 2022 | SERVICE PROVIDED |
|---|---|
| Altaris Consulting Group | Security Consultants |
| Amplify Education | Professional Development |
| AVID | Professional Development |
| Capital Computers/Harris School Solutions | WinCap Financial Software |
| Capital Markets Advisors, LLC | Financial Advisory Services |
| Capital Tire | Tire repair services |
| Corwin Press, Inc. | Professional Development |
| Cullen & Danowski, LLP | Internal Auditors |
| Curriculum Associates (I-Ready) | Professional Development |
| DaVinci Education & Research | Professional Development |
| Discovery Education | Professional Development |
| Dr. Nancy S. Kaplan | Professional Development |
| Educational Data Services, Inc. | Educational Cooperative Bidding |
| Explore Learning (Gizmos) | Professional Development |
| Frazer & Feldman, LLP | School Attorney |
| Global Compliance Network | Employee Training & Professional Development |
| H.M.B. Consultants | Food service consultant |
| Hawkins, Delafield and Wood | Bond Counsel |
| Heartland Payment Systems (MySchoolBucks, MySchoolApps, Mosaic) | CAFÉ Operating Systems |
| Ideal Consulting | Professional Development |
| Intra-Logic Solutions, Inc. | Intrusion and fire alarm monitoring |
| JAG Architect | Architect |
| KLH Fire Safety Consultants, LLC | Fire inspections consultants |
| LICADD | Employee Assistance Program, Drug, Alcohol Counseling |
| McGraw Hill | Professional Development |
| Nawrocki Smith, LLP | External Auditor |
| Park East Construction | Construction Manager |
| RCP Consultants, Inc. | Professional Development for NCLB Grant |
| Richard Addes, D.O. | School Physician |
| Richard Thompson | Hearing Officer / Superintendent Hearings |
| Rodney Brown | Professional Development |
| Secenca Consulting Group | ACA Consulting |

| | |
|-------------------------------|-----------------------------------|
| The Balance Between | Professional Development |
| Village of East Rockaway | Garbage removal |
| Village of Lynbrook | Fuel for district vehicles |
| Voyager Sopris Learning, Inc. | Professional Development |
| WESTECH Security | Security Services - District Wide |
| | |

Revised: 06.22.22



Setting a course for excellence

**EAST ROCKAWAY
SCHOOL DISTRICT**

DISTRICT-WIDE SAFETY & EMERGENCY
MANAGEMENT PLAN

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PURPOSE

Emergencies in schools are defined as undesirable events that occur and have the potential to cause injury or illness to members of our school community or disrupt the orderly educational process. They range from acts of bullying or harassment to catastrophic natural or man-made events. Emergency management is the discipline of dealing with and avoiding risks. It is a discipline that involves preparing for an emergency situation or disaster before it occurs as well as supporting and rebuilding from the emergency after natural or human-made disasters have occurred.

Emergency management in our schools is the continuous process by which our staff, students, administrators, parents, school groups, emergency responders and our community manages hazards in an effort to avoid or mitigate the impact of disasters resulting from hazards. Preventive measures and good planning will reduce the likelihood that emergencies will occur and allow us to address those that do in an expeditious and effective manner.

Districts are required to develop district-wide school safety and emergency management plans designed to prevent and effectively manage such events to minimize the effects of serious incidents and emergencies. These plans also facilitate the coordination of the District with local and county plans and resources when incidents and emergencies occur.

The district-wide plan is responsive to the needs of all schools in the District and is consistent with the more detailed building-level emergency plans. Districts are vulnerable to a wide variety of acts of violence; and natural and manmade disasters. To address these threats, the State of New York has enacted the Safe Schools Against Violence in Education (S.A.V.E.) law. Project S.A.V.E. is a comprehensive planning effort that addresses prevention, response, and recovery with respect to a variety of emergencies in schools.

The East Rockaway School District supports the S.A.V.E. legislation. As such, the Superintendent of Schools, Board of Education, and the entire District staff encourages and advocates on-going district-wide cooperation in support of Project S.A.V.E.

SUPERINTENDENT'S DIRECTIVE

The Superintendent will serve as the District's Chief Emergency Officer (CEO)¹ whose duties shall include, but not be limited to:²

¹ 155.17(1)(c)(xix) the designation of the superintendent, or superintendent's designee, as the district chief emergency officer whose duties shall include, but not be limited to:

² 155.17(1)(c)(xix) the designation of the superintendent, or superintendent's designee, as the district chief emergency officer whose duties shall include, but not be limited to:

1. Coordination of the communication between school staff, law enforcement, and other first responders;³
2. Leading the efforts of the district-wide school safety team in the completion and yearly update of the district-wide school safety plan and the coordination of the district-wide plan with the building-level emergency response plans;⁴
3. Ensuring staff understanding of the district-wide school safety plan;⁵
4. Ensuring the completion and yearly update of building-level emergency response plans for each school building⁶ The CEO will require each building principal to maintain a Building-level Emergency Response Plan in compliance with Commissioner of Education Regulation 155.17(2). Each plan should be updated annually with the assistance of the Building Emergency Response Team (BERT). The plan shall provide for lockdown, lockout, sheltering, evacuation, early dismissal, fire and other emergency planning and notification (when necessary) to students and staff, annual drills and exercises, and coordination with local and county emergency preparedness administrators. These plans shall be submitted to the District's Safety Team for annual approval and incorporation into the overall District-wide Safety and Emergency Management Plan.
5. Assisting in the selection of security related technology and development of procedures for the use of such technology;⁷
6. Coordination of appropriate safety, security, and emergency training for district and school staff, including required training in the emergency response plan;⁸
7. Ensuring the conduct of required evacuation and lockdown drills in all district buildings as required by Education Law section 807;⁹ and
8. Ensuring the completion and yearly update of building-level emergency response plans by the dates designated by the commissioner.
9. Ensures protocols for responding to a declared state disaster emergency involving a communicable disease are substantially consistent with the provisions of 27-C of the Labor Laws.

IDENTIFICATION OF SCHOOL TEAMS

The District-wide Safety and Emergency Management Plan was developed pursuant to Commissioner's Regulation 155.17(b)(13). At the direction of the Board of Education and under the direction of the Superintendent, a District-wide Safety Team will be utilized for emergency management within the District¹⁰. The Safety Team shall include, but is not limited to, representatives of the school board,

³ 155.17(c)(1)(xix)(a) coordination of the communication between school staff, law enforcement, and other first responders;

⁴ 155.17(c)(1)(xix)(b) lead the efforts of the district-wide school safety team in the completion and yearly update of the district-wide school safety plan and the coordination of the district-wide plan with the building-level emergency response plans

⁵ 155.17(c)(1)(xix)(c) ensure staff understanding of the district-wide school safety plan

⁶ 155.17(c)(1)(xix)(d) ensure the completion and yearly update of building-level emergency response plans for each school building

⁷ 155.17(c)(1)(xix)(e) assist in the selection of security related technology and development of procedures for the use of such technology

⁸ 155.17(c)(1)(xix)(f) coordinate appropriate safety, security, and emergency training for district and school staff, including required training in the emergency response plan

⁹ 155.17(c)(1)(xix)(g) ensure the conduct of required evacuation and lock-down drills in all district buildings as required by Education Law section 807

¹⁰ 155.17(c)(14) District-wide school safety team means a district-wide team appointed by the board of education, the chancellor in the case of New York City, or other governing board. The district-wide team shall include, but not be limited to, representatives of the school board, teacher, administrator, and parent organizations, school safety personnel and other school personnel.

teacher, administrator, and parent organizations, school safety personnel and other school personnel including bus drivers and monitors. At the discretion of the board of education, a student may be allowed to participate on the safety team, however, no portion of a confidential building-level emergency response plan shall be shared with such student nor shall such student be present where details of a confidential building-level emergency response plan or confidential portions of a district-wide emergency response strategy are discussed.

The duties of the team shall include the development, review, and update of the District-wide Safety and Emergency Management Plan in compliance with Commissioner of Education Regulation 155.17. The District Safety Team should meet regularly throughout the year to conduct the following business:

1. Assess and review the District-wide Safety and Emergency Management Plan annually.
2. Make any necessary recommendations regarding emergency operations, planning, procedures, and/or protocols.
3. Conduct training sessions as necessary.
4. Meet with, oversee, and help guide the Building-level Emergency Response Teams at each school as necessary.
5. Meet as needed with the District's Emergency Management Consultant to review protocols and procedures as well as receive training and instruction.
6. Meet with local government and emergency service organization officials to develop procedures for obtaining guidance and for emergency situations that exceed the expertise and/or resources of the District. These procedures may then be incorporated into the District's Emergency Management Plan.
7. Conduct all other business as deemed necessary.

DISTRICT SAFETY TEAM¹¹

Members listed here may be removed from the “additional emergency numbers” table

| TITLE | NAME | OFFICE PHONE |
|-----------------------------|--------------------|---------------|
| School Board Member | Peter McNally | 5168878300 |
| School Board Member | Joseph Kilgus | 5168878300 |
| Teacher Representative | Gail Beyrer | 5168878300 |
| Superintendent of Schools | James DeTommaso | 5168878300522 |
| Parent/Teacher Organization | Jen Hicham | 5168878300 |
| Parent/Teacher Organization | Victoria Gallagher | 5168878300 |
| Teacher Representative | Deanna Mignella | 5168878300 |
| School Bus Driver | James Lores | 5168878300545 |
| Principal | Calia Kelly | 5168878300 |
| HS Dean of Students | Russell Pajer | 5168878300 |
| HS Assistant Principal | Bradley Krauz | 5168878300 |
| IT Director | Ryan Fisk | 5168878300 |
| Police Department | PO Greg O'Neil | 5165738800 |
| Security Consultant | Paul Schemmer | 8669608739 |
| Security Consultant | Stephen Barounis | 8669608739 |
| School Safety Personnel | James Daly | 5168878300545 |

¹¹ 155.17(c)(14) District-wide school safety team means a district-wide team appointed by the board of education, the chancellor in the case of New York City, or other governing board. The district-wide team shall include, but not be limited to, representatives of the school board, teacher, administrator, and parent organizations, bus drivers and monitors, school safety personnel and other school personnel. At the discretion of the board of education, or the chancellor in the case of the City of New York, a student may be allowed to participate on the safety team, provided however, that no portion of a confidential building-level emergency response plan shall be shared with such student nor shall such student be present where details of a confidential building-level emergency response plan or confidential portions of a district-wide emergency response strategy are discussed.

CONCEPTS OF OPERATION

1. The District-wide School Safety and Emergency Management Plan will be directly linked to individual Building-level Emergency Response Plans for each school. Protocols developed in the District-wide School Safety and Emergency Management Plan will guide the development and implementation of Building-level Emergency Response Plans.
2. All District building plans have been standardized to the extent possible so that leadership decisions are consistent and leaders may be interchangeable as necessary. The training and expectations set at the district level are applicable to all building team members.
3. In the event of an emergency or violent incident, the initial response at an individual school will be by the Building Emergency Response Team.
4. Once the Superintendent and/or their designee are notified, the District Emergency Response Team may be mobilized to respond, and when appropriate, local emergency officials will be notified. All will follow the emergency management protocols and practices outlined in the National Incident Management System (NIMS) and will practice Incident Command System (ICS) techniques to better manage these events.

PLAN REVIEW & PUBLIC COMMENT

1. The District-wide Safety and Emergency Management Plan shall be monitored and maintained by the District Safety Team and reviewed annually on or before September 1st of each year. A copy of the plan will be available at the District office and on the District website.
2. Building-level Emergency Response Plans shall be confidential and not subject to disclosure under Article 6 of the Public Officers Law or any other provision of law in accordance with Education Law Section 2801-a.
3. Full copies of the District-wide Safety and Emergency Management Plan and any amendments will be submitted to the New York State Education Department on or before September 1st of each year or within 30 days of adoption.
4. The Board of Education must formally adopt the District-wide Plan pursuant to Commissioner's Regulation, Section 155.17(c)(xiii). This plan will be made available for public comment at least 30 days prior to its adoption.
5. Building-level Emergency Response Plans will be supplied to the New York State Police, County Police and all local police departments covering the District, by October 15th of each year or within 30 days of adoption.

SECTION II RISK REDUCTION/PREVENTION AND INTERVENTION

PREVENTION AND INTERVENTION STRATEGIES

The District utilizes a variety of intervention strategies to reduce risk and prevent critical incidents.

1. Any utilized school safety officers and other security personnel are trained annually with the assistance of one or more of the following collaborative relationships:
 - Emergency Responders
 - Regional BOCES
 - District Consultants
2. Training for school staff working in an incident control capacity may include:
 - a. Individual and group de-escalation techniques
 - b. Non-violent conflict resolution skills and
 - c. Peer mediation
3. The District may provide de-escalation techniques and nonviolent conflict resolution training to other staff annually. Each building has some staff trained in nonviolent conflict resolution.
4. Training may be available during staff development sessions, on conference days and via on-demand web-based training modules.
5. Procedures relating to building security including utilization of staff and security equipment are as follows:¹²
 1. All authorized staff members are expected to carry their classroom/office keys/swipe cards at all times.
 2. All staff members are expected to wear District-issued photo identification badges.
 3. After the designated start time of the school day, each school will be appropriately secured.
 4. All visitors must report to each building's designated single point of entry and sign in before proceeding further into the building.
 5. All contractors assigned to work in any building must first be authorized by the Facilities Department to receive an identification badge, which must be visible at all times when workers are on school property. All deliverables and delivery personnel must first be authorized by the Facilities Department, prior to delivery. An exception for regular food service deliveries may be made after the vendor has been authorized for the school year.

¹² 155.17(c)(1)(xi) policies and procedures relating to school building security, including, where appropriate, the use of school safety officers and/or security devices or procedures;

The District continually investigates other security measures and conducts staff development training to ensure schools are as safe as possible. Security measures include:

- a. Security personnel
- b. Surveillance cameras
- c. Door-lock (buzzer) entry systems
- d. Portable Radios
- e. Alarm Systems
- f. Keypad or swipe entry systems
- g. Single or limited points of entry

IMPROVING COMMUNICATION WITH STUDENTS

Each of the schools within the district provides a wealth of school safety-related initiatives. These programs may include peer mediation, bullying prevention, conflict resolution, social skills development, managing emotions and components of character education. Students are involved in a wide variety of safety activities through both their classes as well as through work with school counselors, social workers, and school psychologists.

Each building will establish a mechanism for the anonymous reporting of school violence and harassment and has communicated this to students and parents.¹³

The school district's Code of Conduct is accessible to parents and students and reviewed with all students at the beginning of the school year. During the review with students, bullying, discrimination, harassment and violations of the Code of Conduct, along with consequences are discussed.

All staff members are trained in recognizing and effectively dealing with these behaviors, as outlined in the Code of Conduct.

In addition, each school has a wide range of programs and supports that impact school safety. These may include offering a variety of clubs, classroom lessons, small group lessons and/or individual counseling sessions, school-wide meetings, morning meetings in classrooms, assemblies, mindfulness rooms, yoga and movement breaks, and a variety of wellness opportunities.

¹³ 155.17(c)(1)(xvi) strategies for improving communication among students and between students and staff and reporting of potentially violent incidents, such as the establishment of youth- run programs, peer mediation, conflict resolution, creating a forum or designating a mentor for students concerned with bullying or violence and establishing anonymous reporting mechanisms for school violence;

REPORTING THREATS OR ACTS OF VIOLENCE

Students, staff, parents and others are informed annually about the importance of reporting threats or acts of violence and the procedures of reporting.

The District has developed a system for reporting threats and actual acts of violence. The procedure for reporting is as follows:

- Students are instructed to report threats and acts of violence to staff members.
- Each school has designated a reporting process, which can be done anonymously.
- Staff members are required to report all student referrals to the administration for investigation.
- Staff training programs meet S.A.V.E. requirements. Instruction on issues of school safety is provided to all employees each year.

TRAINING, DRILLS AND EXERCISES

DRILLS AND EXERCISES¹⁴

The District will conduct emergency management drills and exercises annually including, but not limited to:

EVACUATION AND LOCKDOWN DRILLS: Evacuation and lockdown drills will be conducted during school days in each school within the District with staff and students twelve (12) times annually (September – June). The first eight (8) drills are conducted prior to December 31st of each school year. Eight of all such drills shall be evacuation drills. Four of all such required drills shall be lockdown drills. The appropriate Fire Department may, upon mutual agreement with the District, participate in some or all of the drills and offer feedback regarding effective building evacuation in the event of a fire. The appropriate Police Department may, upon mutual agreement with the District, participate in some or all of the lockdowns drills and offer feedback regarding the effectiveness of these drills. Drills shall be conducted at different times of the school day with at least one of the eight required evacuation drills occurring during a mass gathering event such as lunch or assemblies.

EARLY DISMISSAL DRILL¹⁵: The District will conduct an Early Dismissal drill annually wherein students are dismissed early from each school. Parents will be notified of these drills well in advance.

¹⁴ 155.17(c)(1)(xiv) procedures for review and the conduct of drills and other exercises to test components of the emergency response plan, including the use of tabletop exercises, in coordination with local and county emergency responders and preparedness officials;

¹⁵ 155.17(c)(2)(h) Fire and emergency drills. Each school district and board of cooperative educational services shall, at least once every school year, and where possible in cooperation with local county emergency preparedness plan officials, conduct one test of its emergency response procedures under each of its building-level emergency response plans, including sheltering, lock-down, or early dismissal, at a time not to occur more than 15 minutes earlier than the normal dismissal time.

Transportation Officials and District staff may also take place in conducting and evaluation of this drill.

SHELTER-IN-PLACE DRILLS: Each school in the District will conduct at least one (1) Shelter-in-Place Drill annually utilizing Shelter-in-Place protocols. The appropriate Police Department may, upon mutual agreement with the District, participate in some or all of the drills and offer feedback regarding the effectiveness of these drills.

REUNIFICATION DRILL: The district will conduct one modified Reunification drill this year.

In addition to post-drill debriefings conducted by each building-level emergency response team, each building will complete a drill evaluation form that will be submitted to the district-wide safety team for periodic review.

Each Building-level Emergency Response Team and representatives of the District administration engage in tabletop exercises facilitated by the district's emergency management consultant. Emergency response agencies are encouraged to participate in these exercises. The district may opt to conduct functional exercises with emergency response agencies to involve staff, students and parents in realistic drills.

STAFF DEVELOPMENT TRAINING:

All general staff will receive training on District-wide procedures as well as specific procedures contained within their respective building-level emergency response plan. This training shall occur prior to September 15th of each school year or within 30 days of joining the district. This training will be conducted at a staff development day in August, online or a combination of both.¹⁶

The District will provide advanced training for each Building-level Emergency Response Team (BERT) and District-wide Safety Team annually. The training will include practices and procedures to educate, evaluate, update and review all Emergency management protocols and procedures the teams perform including, but not limited to Lockdown, Lockout, Evacuation, Shelter-In-Place, Hold-in-Place, Early Dismissal and Reunification. The District may involve local emergency responders to participate in this training.

Additional training may include but is not limited to:

- De-escalation training
- Warning signals for violence and mental health concerns
- Non-violent conflict resolution
- Fire Prevention Week

¹⁶ 155.17(c)(1)(xiii) policies and procedures for annual multi-hazard school safety training for staff and students, provided that the district must certify to the commissioner that all staff have undergone annual training by September 15, 2016 and each subsequent September 15th thereafter on the building-level emergency response plan which must include components on violence prevention and mental health, provided further that new employees hired after the start of the school year shall receive such training within 30 days of hire or as part of the district's existing new hire training program, whichever is sooner;

PROACTIVE BUILDING SECURITY MEASURES

1. The District buildings use limited points of entry. All doors are locked. Signs are in place directing visitors to sign-in at the reception desk at each school. Main doors are controlled by remote “buzzer” entry during normal school hours.
2. All schools have security aides just inside the entrance to each school in the District. These individuals ensure visitor sign-in procedures and help supervise building traffic flow. The building principals and Director of Facilities are responsible for supervision of the security aides.
3. Staff members are required to wear visible identification badges.
4. Visitors are required to sign in and wear visitor identification.
5. Visitor access is limited to specific areas of the school building.
6. Surveillance cameras are in use in all buildings.

VITAL EDUCATIONAL INFORMATION¹⁷

Information on each building’s student and staff, transportation needs, and the telephone numbers of key officials are outlined in each Building-level Emergency Response Plan.

EARLY DETECTION OF POTENTIALLY DANGEROUS BEHAVIOR¹⁸

This section contains the District policy and procedure for disseminating information regarding early detection of potentially dangerous behavior.

1. A “plain language” summary of the District’s Code of Conduct is provided to all students in the District at the start of every school year to ensure that all students understand acceptable behavior in the school setting. The Code of Conduct delineates, among other behavior, lack of tolerance for harassment, discrimination, bullying and violence.

¹⁷ 155.17(c)(2)(h)(3)(i) Except in a school district in a city having a population of more than one million inhabitants, the chief executive officer of each educational agency located within a public school district shall provide to the superintendent of schools information about school population, number of staff, transportation needs and the business and home telephone numbers of key officials of such educational agencies.

¹⁸ 155.17(c)(1)(xii) policies and procedures for the dissemination of informative materials regarding the early detection of potentially violent behaviors, including but not limited to the identification of family, community and environmental factors to teachers, administrators, school personnel including bus drivers and monitors, persons in parental relations to students of the school district or board, students and other persons deemed appropriate to receive such information;

2. A “plain language” summary of the District’s Code of Conduct is mailed or emailed to all parents/guardians of students in the District at the start of each school year, and is disseminated at the time of registration thereafter.
3. All new employees will be provided with a copy of the Code of Conduct at the time of hire. All teachers and other staff members will be provided with a copy of the Code of Conduct annually.
4. Efforts are made on the building level in each of the District’s schools to identify, prevent, and resolve potentially dangerous behavior at the earliest possible stage. Teams meet regularly in each building in order to work with classroom staff in identifying and preventing potentially dangerous behavior. School counselors, school psychologists, school social workers, nurses, outside agencies (when appropriate), administrators, teachers, parents/guardians and students may be involved in this process.
5. District students at all grade levels participate in instruction guided by evidence-based violence prevention/intervention programs. Elements of these programs support students in identifying potentially violent or problematic situations with peers and in developing strategies to address these such as reporting to an adult.
6. Secondary health curricula incorporate information regarding emotional health, the impact of drugs and alcohol on an individual’s behavior, and on responsible decision-making.
7. Each of the District’s school psychologists/social workers may facilitate counseling groups for identified students around issues related to poor social skills development, managing emotions, and good decision-making.
8. Certified and noncertified staff members working with students who have been identified by the Committee on Special Education as being at-risk for engaging in violent behaviors receive annual training in crisis prevention and intervention.
9. The District may work in collaboration with building-level and District-wide PTAs to offer parents/guardians information regarding early-warning signs of potentially dangerous and/or violent behavior, as well as a forum to discuss specific parental concerns.

POLICE AGENCIES

The District buildings fall within the jurisdiction of the following police departments:

| <u>Agency</u> | <u>Phone Number</u> |
|---|---------------------|
| East Rockaway Auxiliary Police Department | 5168876319 |
| Nassau County Police (4th Precinct) | 5165736400 |
| New York State Police (Troop L) | 6317563300 |

HAZARD IDENTIFICATION

IDENTIFICATION OF POTENTIALLY DANGEROUS OR HAZARDOUS SITES:

Each school will identify and locate areas of potential emergencies in and around its building. The Director of Facilities and building custodians will locate these sites.

1. These sites are to include electrical, gas, heating, ventilation, water supply and sewage systems locations and shut-off valves. Local fire department personnel have and will continue to participate in these efforts.
2. These sites of potential emergencies will be listed in each Building-level Emergency Response Plan supplied to police, fire, emergency management services, and District personnel.
3. Potentially dangerous sites indicated below that are contained within school property and under the jurisdiction of the school district, will be checked regularly and inspected by building safety personnel on a regular schedule, at least annually. They include but are not limited to:
 - Electrical panels/shut-offs
 - Gas lines/shut-off
 - Gas appliances
 - Heating plant
 - Sewage system
 - Structural failure
 - HVAC
 - Water supply/shut-off
 - Chemical storage and cleaning supplies
 - Paper supply storage
 - Industrial arts room
 - Science rooms and labs
 - Isolated areas near the school
 - Nearby aqueduct, streams, ponds, rivers (flooding)
 - Steep areas near school
 - Unprotected exterior gas/electric, air conditioning supplies or equipment
 - Playground equipment

SCHOOL SAFETY PERSONNEL ALLOCATIONS, HIRING, DUTIES, AND TRAINING¹⁹

ALLOCATIONS

- A. At the elementary school level, there is a single point of entry for visitors at each building. Visitors to the school must present photo identification, be buzzed into the building, sign in and receive an identification badge issued by the safety greeter. Staff in the building all wear district-produced identification badges which must be worn at all times. Staff is trained to report to the main office any person they observe who is not wearing a badge.

- B. At the high school/middle school level, there is a single point of entry which is staffed by a safety greeter. Visitors to the school must present photo identification, and are buzzed into the building, sign in, and receive an identification badge issued by the safety greeter. Staff in the building all wear district-produced identification badges, which must be worn at all times. Staff is trained to report to the main office any person they observe who is not wearing a badge.

HIRING

The interviewing and hiring of safety personnel follows the district's practices for hiring of new staff. All new staff employed by the District must be fingerprinted in order to be employed.

DUTIES AND TRAINING

Security Aides

- district employees I at each elementary and high school/middle school
- buildings are staffed during regular school hours including after school activities and programs
- primarily responsible for enforcement of the visitor protocols
- detection of hazards
- deter and report unlawful activity
- provide escorts for parents and students when needed
- members of building-level emergency response teams

Exterior Security Guards

- former military or law enforcement
- staffed during regular school hours at the elementary schools and at the middle/ high school
- enforce our visitor policy as well as actively monitor the building and support the staff with student safety and traffic
- perform perimeter patrol

School Monitors

- staffed at elementary and middle school/ high school

¹⁹ 155.17(c)(1)(xvii) a description of the duties of hall monitors and any other school safety personnel, the training required of all personnel acting in a school security capacity, and the hiring and screening process for all personnel acting in a school security capacity;

- actively monitor the building and support the staff with student safety and traffic
- provide student supervision
- check that school procedures are being adhered to
- guide the arrival and dismissal processes
- escort students if needed

Required training includes:

- School violence prevention and intervention training
- Site-specific training including review of all manuals (e.g., school district policies, Code of Conduct, District-wide School Safety Plan, School Handbook, etc).
- Right-to-know training
- Blood borne pathogen training

CONTRACTED AND PRIVATE SECURITY PERSONNEL:

This plan includes contracts or memoranda of understanding that define the relationship between the district, personnel, students, visitors, law enforcement, and private and contracted security personnel. These contracts or memoranda are consistent with the Code of Conduct, and define the roles, responsibilities, and involvement in the schools of law enforcement or security personnel. The role of school discipline is delegated to school administration.

District Memorandum(s) of Understanding related to this section are maintained in the District office.

SECTION III RESPONSE

NOTIFICATION AND ACTIVATION - INTERNAL AND EXTERNAL COMMUNICATIONS

INTERNAL

After receiving the information from the Incident Commander at the scene, an email will be sent from the Superintendent's office to all administrators and administrative offices alerting them to the nature and status of any incident in the district. The mass communication system may be used to provide information as deemed appropriate by the Incident Commander. Portable radios will also be used when possible.

EXTERNAL

Anyone with knowledge of an emergency event is encouraged to immediately call 911.

The District's mass communication system will be used to provide information to parents/guardians and emergency contacts. The District website may also be used to provide updated information throughout an incident as deemed appropriate by the Incident Commander. Schools may also use their websites, groups, and hotlines for announcements or updates as directed by the Incident Commander.

When an emergency requires notification of staff, the Superintendent or his designee will provide updated information to parents and students through the emergency notification system. Additional information may also be found on the District's website: <http://www.eastrockawayschools.org/>

During an emergency, all contact with the media will be handled either by the Superintendent or their designee. The media and public will be informed and updated as soon as practicable on all developments in statements released by the Superintendent or their designee. Students, staff and parents should refer all questions and requests for information to the Superintendent in order to assure the release of factual and current information. The Superintendent may refer such requests to the Public Information Officer for response.

By definition, emergency events are unforeseen and unpredictable. The safety of students and staff is the primary focus of all activities surrounding an emergency event. Every effort will be made to contact parents and the general public once the situation has stabilized.

SITUATIONAL RESPONSES

MULTI-HAZARD RESPONSE

In the event of an emergency, a Command Center will be set up at a safe location in collaboration with emergency responders. Each building has specific plans for dealing with a wide range of hazards.

Specific response procedures are sensitive in nature and therefore are contained within each confidential building-level emergency response plan.

In each emergency, the building's administrator will contact the District office for assistance. The District office will provide support as appropriate and deemed necessary by the Incident Commander on the scene (i.e. sending additional mental health resources). The Superintendent or their designee will be the sole contact person for releasing information to the media and for communicating the status of the emergency with other District schools, out-of-district schools, private schools, and outside agencies.

RESPONSE PROTOCOLS

SCHOOL CANCELLATION

- The Superintendent or their designee will monitor any situation that may warrant a school cancellation and will make the determination to do so.
- The Superintendent will activate use of the District's mass communication system.
- The Director of Technology and Learning Analytics will contact local media, post the information on the website and social media sites utilized by the District.

EARLY DISMISSAL

- The Superintendent or their designee will monitor any situation that may warrant an early dismissal and will make the determination to do so.
- The Assistant Superintendent for Finance and Operations will designate people to arrange transportation for students.
- Building level Emergency Response Plans outline specific procedures for an emergency early dismissal.
- The Superintendent will activate use of the District's mass communication system.
- The Director of Technology and Learning Analytics will contact local media, post the information on the website and social media sites utilized by the District.
- The Assistant Superintendent for Curriculum and Instruction will notify each of the building principals.

EVACUATION

- The Superintendent or their designee will determine the level of the threat.
- The Assistant Superintendent for Finance and Operations will arrange for transportation if necessary. They will also arrange for student-parent reunification.
- The Safety Officer will be designated and will clear all evacuation routes and sites prior to evacuation
- Principal(s) will evacuate all staff and students to prearranged evacuation sites as outlined in building plans. They will report to the superintendent or their designee any missing staff or students.

SHELTERING SITES (INTERNAL AND EXTERNAL)

- The Superintendent or their designee will determine the level of the threat and communicate with building principal(s) who are affected by the emergency.
- Principal(s) will move all staff and students to pre-arranged sheltering sites as outlined in building plans. They will report any missing staff or students.
- The Logistics Chief will make appropriate arrangements for human needs in the event of a long-term situation.

PROTOCOLS FOR RESPONDING TO BOMB THREATS, HOSTAGE-TAKINGS, INTRUDERS, ABDUCTION, AND OTHER EMERGENCY SITUATIONS²⁰

The District has procedures and provides training for emergencies. Specific response steps are confidential and contained within each Building-level Emergency Response Plan. Emergencies include but are not limited to the following situations.

- Abduction
- Armed Intruders / Active Shooters
- Bomb Threats
- Bus Accidents
- Cyber Security
- Early or Alternate Emergency Dismissal
- Explosions
- Fires
- Hazardous Material Incident
- Homeland Security Threats
- Hostage Situations
- Power Outage
- Severe Weather
- Student-Made Threats
- Suicidal Students
- Suspicious Package Protocol
- Suspicious Persons
- Infectious Disease Annex
- Water Main Break

²⁰ 155.17(c)(1)(xv) the identification of appropriate responses to emergencies, including protocols for responding to bomb threats, hostage-takings, intrusions and kidnappings;

RESPONSES TO IMPLIED OR DIRECT THREATS OF VIOLENCE²¹

1. Students are required to inform school staff about any direct or indirect threat of violence or actual act of violence to themselves, others or school property.
2. Staff members are required to immediately inform the Principal or their designee of any direct or implied threat of violence or actual act of violence by students, teachers, other school personnel including bus drivers and monitors as well as visitors to the school, including threats by students against themselves, which shall include suicide. The Principal or their designee decides whether to utilize the building's trained clinician(s) in an effort to de-escalate or defuse the situation.
3. The district disseminates educational material, including but not limited to emails and formal brochure, encouraging parents and visitors to tell school staff about any direct or implied threat of violence or actual acts of violence by students, teachers, other school personnel and visitors to the school, including threats by students against themselves.
4. After considering the specificity/generality of the threat or severity of the violent act, the Principal or their designee will determine whether to immediately contact the Superintendent of Schools or the Assistant Superintendent to advise them of the threat, obtain assistance to determine the severity of the threat or report the violent act. The Principal will have the discretion to report minor incidents to the Superintendent verbally and/or in memorandum form after the situation has been resolved.
5. The building administrator will investigate reported threats of violence and will make the determination of disciplinary measures consistent with the District's Code of Conduct. Chronic offenders may require a behavior plan or contract, close monitoring, and/or police involvement.

RESPONSES TO ACTS OF VIOLENCE²²

1. The Principal or their designee will determine whether to contact law enforcement personnel. **Threats or actions placing students, staff and others in imminent danger require an immediate LOCKDOWN protocol followed by a call to the police and the District Superintendent (if safe to do so).** Violent offenses defined in the S.A.V.E. regulations will also require the involvement of the police.
2. The Principal, and/or their designee then determine the appropriateness of directing the Building-level Emergency Response Team to be activated.
3. The Building-level Emergency Response Team (BERT) consisting of trained staff and school personnel may assist with an Evacuation, Lockout, Shelter-in-Place, Hold-in-Place, or Early Dismissal and will follow the appropriate protocol (see appendices for further information). The Incident Command System (ICS) under the National Incident Management System (NIMS) should

²¹ 155.17(c)(1)(i) policies and procedures for responding to implied or direct threats of violence by students, teachers, other school personnel, including bus drivers and monitors as well as visitors to the school, including threats by students against themselves, which for the purposes of this subdivision shall include suicide;

²² 155.17(c)(1)(ii) policies and procedures for responding to acts of violence by students, teachers, other school personnel including bus drivers and monitors as well as visitors to the school, including consideration of zero-tolerance policies for school violence;

be followed as closely as possible to ensure good coordination between the building-level teams, District leadership, and responding agencies.

4. If the threat of violence or danger is imminent, a Lockdown may be utilized. A Lockdown is time sensitive and therefore may be requested by any school staff member based on the incident and timely need for the Lockdown. During the Lockdown, all school staff, students, and visitors (including all BERT members) are required to Lockdown in the nearest lockable space and await further instruction, or in some situations, evacuate the campus.
5. Procedures for contacting parents, guardians and persons in parental relation to students in the event of a violent incident or early dismissal are detailed in each building-level emergency plan. The use of the District's mass communication system is typically utilized.
6. Aggressively dangerous and violent students, staff or visitors shall be managed as outlined by the procedures detailed in the district Code of Conduct.
7. The building administrator will investigate reported threats of violence and will make the determination of disciplinary measures consistent with the District's Code of Conduct. Chronic offenders may require a behavior plan or contract, close monitoring, and/or police involvement
8. School administrators must keep records of serious threats and acts of violence and report them annually to the state.
9. Prompt contact with appropriate law enforcement officials is essential in the event of a violent incident. These relationships have been established by participation of local response officials on Building-Level Emergency Response Teams. These individuals and appropriate means of contact are documented in each Building-Level Emergency Response Plan.²³
10. The district has a zero-tolerance policy for acts of school violence.

Protocols for a State Disaster Emergency Involving a Communicable Disease

The following procedures provide a general overview of the District's response to a State Disaster Emergency and may require modification during an actual event based on a number of factors. The District will follow current guidance from the County Department of Health, State Department of Health and the State Education Department related to masking, distancing, quarantines, and other health-related requirements.

BACKGROUND

In September 2020, Governor Cuomo signed legislation that requires all New York State public employers to adopt a plan for operations in the event of a declared state disaster emergency involving a communicable disease. The new legislation will constitute New York State Labor Law [Section 27-c](#), and serve as a response to the effects of the sudden onset of the COVID-19 pandemic in the Spring of 2020. In addition to 27-C, the following section was added to [2801-a of the Education Law](#) that required additions to the District Plan.

²³ 155.17(c)(1)(iv) policies and procedures for contacting the appropriate law enforcement officials in the event of a violent incident;

Education Law - 2801-a (m) - protocols for responding to a declared state disaster emergency involving a communicable disease that are substantially consistent with the provisions of section twenty-seven-c of the labor law.

PROTOCOLS

1. In the event of a state-ordered reduction of the District’s in-person workforce, the following is a list of **essential** employees.

| Essential Position | Description | |
|---|--|---|
| Information Technology | <ul style="list-style-type: none"> • Director of Technology • Technicians | This group is needed to maintain the internet capability including remote learning and working from home. |
| Custodial and Maintenance | <ul style="list-style-type: none"> • Director of Facilities and Operations • Head Custodians • Custodians • Cleaners • Maintenance • Grounds | This group is needed to maintain the cleanliness and continued functioning of the building & grounds. |
| Administration | <ul style="list-style-type: none"> • Superintendent • Assistant Superintendents | Required to ensure continuity of the response efforts. |
| Building Administration & Clerical Support | <ul style="list-style-type: none"> • Building Administrators • Clerical Support | Required to ensure continuity of the response efforts. |
| Faculty and Staff | <ul style="list-style-type: none"> • Teachers • Special Education Teachers Aides as per IEP | Should it become necessary to meet a student’s needs under IDEA and/or Section 504 regulation (FAPE), teachers/related service providers may be deemed essential on an as needed basis. |

| | | |
|----------------------------|--|--|
| Security | <ul style="list-style-type: none"> ● Director of Facilities and Operations ● Security Aides ● Security Guards | To ensure the safety/security of the campuses. |
| Transportation | <ul style="list-style-type: none"> ● Director of Facilities and Operations ● Drivers | To transport necessary items to students. Transport Instructional materials, pick up/deliver mail and banking. |
| Food Service | <ul style="list-style-type: none"> ● Food Service Director ● Food Service Workers | To prepare and distribute meals to students. |
| Health Services | <ul style="list-style-type: none"> ● Nursing Staff | To assist with testing requirements, reporting and contact tracing. |
| Business Operations | <ul style="list-style-type: none"> ● Accounting ● Payroll ● Accounts ● Payroll ● Purchasing | Where necessary to ensure the continued operation of the District. |

2. To enable all non-essential employees to telecommute, District staff will be guided by **The Continuity of Operations** and **The Continuity of Instruction Plans** contained within the District Wide Safety Plan and **The District Reentry Plan** posted on the district website.

Teachers will have access to various digital platforms, including but not limited to:

- District issued laptops
- Email
- Blackboard Connect
- Google Classroom
- Google Meet
- Zoom
- District website
- Personal cell phones

3. In order to reduce overcrowding on public transportation The East Rockaway School District Transportation Reentry Plan adheres to the New York State Education Department, The New York State Department of Health, The Center for Disease Control (CDC) and The New York State Department of Transportation Guidelines.

- Class schedules may be staggered to a morning and afternoon cohort.
- Student arrival times may be staggered.

- In-person days may be staggered by cohort groups.
- Staff and students may walk or drive a personal vehicle to campus.
- Employees may be permitted to work remotely.
- Visitors may not be permitted on campus during school hours.

With respect to managing transportation, the following measures will be taken:

- Students who are able will be required to wear masks.
 - There will be one student assigned per row unless students are from the same household.
 - Students will board the bus from back to front.
 - Students will exit the bus from front to back.
 - Students will have assigned seats in alignment with the order of pickup and drop off.
 - Drivers and Matrons will be required to wash their hands with soap and water before and after each run.
 - Drivers and Matrons will be required to wear masks.
 - Drivers and matrons who will have direct physical contact with a child must wear gloves.
 - Detailed checklists for cleaning purposes will be logged for each vehicle daily.
 - Each vehicle will be cleaned and disinfected after each route.
4. A quantity of personal protective equipment (PPE), sufficient to provide to all essential employees, will be procured, stored, and managed as follows:
- The Facilities Department will maintain an inventory of PPE in accordance with NYS Education Department guidelines, and continually restock same as needed.
 - Storage of Personal Protective Equipment will be on campus and comply with the manufacturer's storage recommendations for each item.
 - PPE equipment will be readily available, when needed.
5. In the event an employee or a student is exposed to a known case of a communicable disease that is subject to a State disaster emergency involving a communicable disease, exhibits symptoms of such disease, or tests positive for such disease, the District will respond as per **The Reentry Plan in accordance with The Center for Disease Control (CDC) and the New York State Department of Health.**
6. All essential employees will have their hours and work locations documented, including off-site visits, by:
- All entrances will be locked and monitored by security aides/guards.
 - All employees will use their access cards or sign in as applicable for entrance which documents their arrival on premises.
 - Payroll, attendance, and/or timecards will further document an employee's presence on campus.

- Non-essential visitors will not be allowed on site however, exceptions may be made on a case by case basis.
7. If emergency housing is needed, the District will lodge an essential employee at a local hotel.
 8. **OTHER:** Any other requirements determined by the Department of Health such as contract tracing or testing, physical distancing, hygiene, and disinfectant, or mask-wearing.

IDENTIFICATION OF DISTRICT RESOURCES WHICH MAY BE AVAILABLE FOR USE DURING AN EMERGENCY²⁴

District resources are available in each building and stored in a central location. Each building will designate a Command Post. The list, which is not meant to be inclusive, requires the following items:

- Copy of District-Wide School Safety Plan
- Building-level Emergency Plan
- Quick reference Emergency Management Procedures
- List of emergency telephone numbers
- Building floor plans
- Telephones
- Radio communications
- Weather radio
- Flashlights
- Photocopier
- Computer
- Student rosters
- List of individuals with special needs and specific evacuation plans
- Telephone numbers for parents/guardians Information about emergency needs (e.g. students/staff that require medications, vehicular transportation issues, etc.)
- School and staff census information

COORDINATION AND SCHOOL DISTRICT RESOURCES AND MANPOWER DURING EMERGENCIES²⁵

The District will, as appropriate, utilize all available manpower during an emergency. Within each building, schools may use the Staff All Call response protocol, that quickly summons all available staff members to a staging area for assignments. Coordination of available employees is typically performed by the Principal or their designee. Specific job duties will be assigned based on the type of emergency and in compliance with the appropriate district and building emergency response procedure. Additional district resources may be requested by any building administrator or designee as needed. The Superintendent or their designee will call in all available maintenance and custodial staff to provide

²⁴ 155.17(c)(1)(vii) except in a school district in a city having a population of more than one million inhabitants, the identification of district resources which may be available for use during an emergency;

²⁵ 155.17(c)(1)(viii) except in a school district in a city having a population of more than one million inhabitants, a description of procedures to coordinate the use of school district resources and manpower during emergencies, including identification of the officials authorized to make decisions and of the staff members assigned to provide assistance during emergencies;

support during an emergency as needed. Assistance from outside government agencies may also be requested. A specific list of available resources may be found in Appendix 4 of this plan.

PARTICIPATING IN UNIFIED COMMAND UNDER ICS PRINCIPLES

ASSIGNMENT OF RESPONSIBILITIES

A chain of command consistent with the National Interagency Incident Management System (NIMS)/Incident Command System (ICS) will be used in response to an emergency. Members of the School, Emergency Response Team, will be part of this system. In the event of an emergency, the response team will adopt NIMS/ICS principles based on the size, scope, and character of the emergency.

1. All administrators and Building-level Emergency Response Teams members shall complete the incident command training level one.
2. All District Emergency Response Team members shall complete incident command training level one and level two.

ICS POSITIONS

The number of ICS positions filled will be dependent upon the scope of the incident.

- **Incident Commander** – Responsible for the direction of the building response in a building-level emergency (Building Administrator/designee).
- **Public Information Officer** – Compiles and releases information to the news media.
- **Safety Officer** – Monitors the response to prevent injuries from occurring to both those involved in the incident and those trying to resolve it.
- **Liaison** – Represents the District by working with responding agencies (law enforcement, fire department, EMS, utilities, etc.) and other school districts that may be involved in the incident.
- **Incident Log** – Keeps a written log of all incident events and updates appropriate command post personnel on significant developments.
- **Operations** – responsible for directing the implementation of action plans and strategies for incident resolution.
- **Logistics** – Responsible for providing all resources (personnel, equipment, facilities and services) required for incident resolution.

- **Planning/Intelligence** – Responsible for collecting, evaluating, and disseminating the information needed to measure the size, scope and seriousness of an incident and to plan a response.
- **Administration/Finance** – Responsible for all cost and financial matters related to the incident.

DISTRICT COMMAND POST (DCP):

Unless otherwise specified, The DCP will be located in the Central Administrative Offices. If necessary, the command post may be moved to an alternate site including even non-district-owned buildings.

POTENTIAL ICS EMERGENCY SITES:

| Building: | Uses: |
|---|--|
| East Rockaway School District District Offices | Command Center Public Information Center Communications Center |
| East Rockaway Junior-Senior High School | Shelter-in-Place Staging Area(s) |
| Centre Avenue Elementary | Shelter-in-Place Staging Area(s) Alternate Command Center |
| Rhame Avenue Elementary | Shelter-in-Place Staging Area(s) Alternate Command Center |

SECTION IV COMMUNICATION WITH OTHERS

Obtaining assistance during emergencies from emergency service organizations and local government agencies²⁶

1. The district continues to work closely with local police, fire, EMS, and governmental agencies to obtain assistance during emergencies. Representatives helped in the development of this plan, have assisted in emergency drills, and provided technical assistance. Providers have given approval to the district to rely on local personnel, resources, and facilities in emergency situations.
2. The district maintains an updated list of local, county, and state agencies and personnel to contact to obtain assistance. The superintendent or their designee will initiate the contact when needed.

Obtaining advice and assistance from local government officials, including the county or city officials responsible for implementation of article 2-B of the Executive Law²⁷

1. The district maintains an updated list of local and county emergency organizations, agencies, and government officials responsible for implementation of Article 2-B of the Executive Law. The superintendent and their designee will initiate the contact when needed.
2. The key officials in local government that can help to develop plans and assist in emergency situations as listed in emergency situations are listed in Appendix 4. Key government agencies are listed below:
 1. East Rockaway Auxiliary Police Department
 2. Nassau County Police Department
 3. Nassau County Department of Homeland Security Liaison
 4. East Rockaway Fire Department/EMS
 5. New York State Police
 6. Nassau County OEM
 7. Red Cross

²⁶ 155.17(c)(1)(v) except in a school district in a city having a population of more than one million inhabitants, a description of the arrangements for obtaining assistance during emergencies from emergency services organizations and local governmental agencies;

²⁷ 155.17(c)(1)(vi) except in a school district in a city having a population of more than one million inhabitants, a description of the arrangements for obtaining assistance during emergencies from emergency services organizations and local governmental agencies;

Contacting Parents, Guardians or Persons in Parental Relation to the Students of the District in the Event of a Violent Incident or an Early Dismissal²⁸

In the event of violent incidents or crises, or an early dismissal of students, every effort will be made to notify parents. As soon as practical, the Superintendent or their designee shall activate the emergency notification system that will provide relevant information. Parental notification procedures for a student involved in disciplinary situations shall be consistent with the Code of Conduct and New York State law, and shall be presented clearly and concisely to staff and students each year.

When a student is involved in any violent situation, or an implied or direct threat of violence by such student against themselves, including suicide, parent or guardian shall be contacted as soon as practicable.²⁹ Administration shall utilize school mental health resources when necessary.

It is the responsibility of all parents and guardians to ensure that emergency contact information for students is always up-to-date and complete.

In the event of a hazardous or emergency situation, the Superintendent or designee will activate the district's emergency notification system. In addition, notification will be posted on the district's electronic sign and district website. The District's Syntax representative will be notified and will contact local media outlets as appropriate.

²⁸ 155.17(c)(1)(ix) policies and procedures for contacting parents, guardians or persons in parental relation to the students of the district in the event of a violent incident or an early dismissal;

²⁹ 155.17(c)(1)(x) policies and procedures for contacting parents, guardians or persons in parental relation to an individual student of the district in the event of an implied or direct threat of violence by such student against themselves, which for the purposes of this subdivision shall include suicide;

SECTION V RECOVERY

CONTINUITY OF OPERATIONS

This district maintains continuity of operations at both the district and building-level to ensure that essential functions continue during an emergency and its immediate aftermath. Essential functions include business services (payroll and purchasing), communication (internal and external), computer and systems support, facilities maintenance, safety and security, and continuity of instruction. Specific continuity plans are contained within each Building-level Emergency Response Plan.

CONTINUITY OF INSTRUCTION

The District offers a suite of online instructional tools that can be used to support remote instruction and communication. The information below is designed to provide students and families with clarity about the expectations and responsibilities for remote learning.

Remote Learning assignments are intended to:

- keep students academically active;
- reinforce and sustain current learning; and
- depending on the subject and grade, introduce new content and concepts.

Technical Assistance

If students are having technical issues with accessing district resources or district supplied devices, please email chernandez@eastrockawayschools.org. Please include in your email the student's full name, school, grade and a phone number so we may contact you in case the issue cannot be resolved by email. If students are having technical issues with their district supplied device, please power down the device and restart it. Please note, we cannot help diagnose issues with your home wireless networks or personal devices. Please see the following Technology FAQs at the link below:

<https://docs.google.com/document/d/1MXGy65G5TrJ4HbroK6KLQ2IGkUbQtaZnrO5N0D0lcAc/edit> The parent helpdesk email system will be monitored between 8:00 am - 4:00 pm Monday-Friday. A response should be received within 24 hours. If we need to speak to you, we will arrange a specific time to call.

Remote Learning Guidelines

Student Responsibilities

- All students are expected to participate and complete all assignments and activities assigned by their teachers.
- All teachers will be providing assignments including those in special area classes, special education classes/services and academic support classes.
- Students in grades K-4 received instructional materials in packets from classroom teachers prior to closure, and then via email after schools are closed. Additional assignments will be communicated to parents via email, Remind and/or Classroom Dojo. Students should return packets to the teacher when schools reopen. Parents can email teachers with specific questions or if additional guidance is needed and if necessary a phone conference will be arranged.
- Students in grades 5-12 will be provided with a combination of assignments using digital resources (e.g., Google Classroom, Discovery Education Techbooks, Castle Learning, etc.) as well as reading/writing/hands-on assignments as directed by individual classrooms. It is the student's responsibility to complete tasks and return them digitally to teachers, so students can receive credit and feedback. Teachers will specify directions for submitting work, and as necessary, teachers will place phone calls to parents or caregivers. Students and parents can email teachers with specific questions or if additional guidance is needed and, if necessary, a phone conference will be arranged.
- In addition to the required assignments, students should spend time reading independently, exploring personal interests and accessing digital resources provided by the district at the following link:
https://docs.google.com/document/d/11m58k300YAKhOoxyd8V_h7TThS6OKu87IAU_PHb6OY/e/dit
- We request that parents and caregivers monitor their students' participation in the learning activities provided. Parent support and supervision is critical to ensure that these remote learning opportunities are accessed so students may receive the benefits while school is closed. It is critical that all students remain academically engaged in order to maintain skills and, as we move forward, advance their learning.
- Teachers will respond to emails and requests for callbacks during regular school hours.

Grading/Criteria:

- Work that is completed by students will count. Teachers will report their grades in a manner consistent with the district's current grading practice.
- Should you have any questions regarding our Continuity for Instruction Plan please contact your child's principal. For specific questions regarding assignments, please contact your child's teacher directly.

Resources:

- Google Classroom
- Google Meet
- GSuite (Docs, Sheets, Slides, Forms, Sites)
- Wakelet

Detailed grade-specific remote instructional procedures are contained within each building-level emergency plan.

Note: The local public Library online resources are available remotely and can be accessed by students who have a library card.

DISTRICT SUPPORT FOR BUILDINGS

When the Chief Emergency Officer is notified that an emergency exists, he/she will respond accordingly.

Members of the District Safety Team will assist as needed either at their respective Building Command Posts or by responding where directed by the Incident Commander(s). The District Safety Team will assign such other personnel as deemed necessary to meet the needs of the situation.

The District Safety Team members will remain at their assigned posts until the Incident Commander(s) has determined that the emergency is over, or it is unsafe, or no longer necessary to remain, or need to relocate.

Should the incident involve a single building, at the discretion of the District Safety Team leader in consultation with that building's administrators and Building Emergency Response Team (BERT), other school buildings may be called to support the Building Emergency Response Team in that building.

Should the incident involve multiple buildings, at the discretion of the District Safety Team leader, in consultation with building administrators, additional mental health support from the County Crisis Team and local area hospitals may be solicited to support the Emergency Response Teams in the affected building(s).

In any case, a "debriefing", or post-incident analysis, will be facilitated by the District Safety Team. This process will include a review of the actual incident, the Team's response to the incident, and post-traumatic incident debriefing.

District clinicians (or, mental health professionals from outside agencies if they have been involved) will provide ongoing as-needed support to the Team members, and will monitor post-traumatic stress symptoms in team members. As appropriate, team members may be provided with a referral to EAP and/or with information regarding private mental health providers in the area.

Principal(s) are expected to consult with the District Public Information Officer in composing letters to parents following any emergency. The District's Public Information Officer will assist in sending mass communication messages to affected groups. The District's Liaison Officer will communicate with outside agencies, such as the County Health Department, to provide necessary services following any emergency.

DISASTER MENTAL HEALTH SERVICES

The District Liaison Officer will communicate with outside agencies, such as the County Health Department, to provide necessary mental health services following any emergency. District mental health providers may be temporarily reassigned to assist in the recovery process.

APPENDIX 1 - LISTING OF SCHOOL BUILDINGS

District Office

443 Ocean Avenue
East Rockaway, NY 11518
Phone: 516-887-8300 x 523

East Rockaway Junior- Senior High School

443 Ocean Avenue
East Rockaway, NY 11518
Phone: 516-887-8300 x 424

Centre Avenue Elementary School

55 Centre Avenue
East Rockaway, NY 11518
Phone: 516-887-8300 x224

Rhame Avenue Elementary School

100 Rhame Avenue
East Rockaway, NY 11518
Phone: 516-887-8300 x 324

APPENDIX 2 – BUILDING-LEVEL EMERGENCY RESPONSE PLANS

Due to the sensitive safety and security information contained in each Building-level Emergency Response Plan, these plans are confidential and not available for public dissemination. Copies of plans are maintained at each school building and the District office.

APPENDIX 3 – MEMORANDA OF UNDERSTANDING

Any applicable Memoranda of Understanding relevant to implementation of the District-wide and Building-level Emergency Response Plans are on file in the district office.

APPENDIX 4 – DISTRICT RESOURCES – CONTACT INFORMATION

| TITLE | NAME | OFFICE PHONE |
|--|---------------------------------------|--------------|
| Superintendent of Schools | James DeTommaso | 5168878300 |
| Asst. Superintendent, Business/Emergency Coordinator | Jacqueline A. Scrio | 5168878300 |
| Director, Pupil Personnel Services | Vincent Healy | 5168878300 |
| Asst. Superintendent, Curriculum | TBD | 5168878300 |
| Director of Technology and Learning Analytics | Ryan Fisk | 5168878300 |
| District Clerk | Nereyda Amaya-Moran | 5168878300 |
| Director of Facilities | James Daly | 5168878300 |
| Athletic Director | Gary Gregory | 5168878300 |
| East Rockaway Village Mayor | Bruno Romano | 5168876300 |
| Ambulance: East Rockaway Fire Department/EMS | Dominick Pignataro | 5165994400 |
| Nassau County | | |
| County Executive | Bruce Blakeman | 5165713131 |
| Office of Emergency Management | Steven Morelli | 5165739600 |
| Public Safety Commissioner | Patrick J. Ryder | 5165738800 |
| County Health Dept. | Lawrence E. Eisenstein, MD, MPH, FACP | 5162279697 |
| Red Cross Emergency Services | | 18772727337 |

APPENDIX 5 – SECTION 155.17 REGULATION COMPLIANCE REFERENCE

- **155.17(b)(14)** District-wide school safety team means a district-wide team appointed by the board of education. The district-wide team shall include, but not be limited to, representatives of the school board, teacher, administrator, and parent organizations, school safety personnel and other school personnel. At the discretion of the board of education, or the chancellor in the case of the City of New York, a student may be allowed to participate on the safety team, provided however, that no portion of a confidential building-level emergency response plan shall be shared with such student nor shall such student be present where details of a confidential building-level emergency response plan or confidential portions of a district-wide emergency response strategy are discussed.
- **155.17(c)(1)(i)** policies and procedures for responding to implied or direct threats of violence by students, teachers, other school personnel and visitors to the school, including threats by students against themselves, which for the purposes of this subdivision shall include suicide;
- **155.17(c)(1)(ii)** policies and procedures for responding to acts of violence by students, teachers, other school personnel and visitors to the school, including consideration of zero-tolerance policies for school violence;
- **155.17(c)(1)(iii)** appropriate prevention and intervention strategies, such as: (a) collaborative arrangements with State and local law enforcement officials, designed to ensure that school safety officers and other security personnel are adequately trained, including being trained to de-escalate potentially violent situations, and are effectively and fairly recruited; (b) nonviolent conflict resolution training programs; (c) peer mediation programs and youth courts; and (d) extended day and other school safety programs;
- **155.17(c)(1)(iv)** policies and procedures for contacting the appropriate law enforcement officials in the event of a violent incident;
- **155.17(c)(1)(v)** except in a school district in a city having a population of more than one million inhabitants, a description of the arrangements for obtaining assistance during emergencies from emergency services organizations and local governmental agencies;
- **155.17(c)(1)(vi)** except in a school district in a city having a population of more than one million inhabitants, the procedures for obtaining advice and assistance from local government officials, including the county or city officials responsible for implementation of article 2-B of the Executive Law;
- **155.17(c)(1)(vii)** except in a school district in a city having a population of more than one million inhabitants, the identification of district resources which may be available for use during an emergency;
- **155.17(c)(1)(viii)** except in a school district in a city having a population of more than one million inhabitants, a description of procedures to coordinate the use of school district resources and manpower during emergencies, including identification of the officials authorized to make decisions and of the staff members assigned to provide assistance during emergencies;
- **155.17(c)(1)(ix)** policies and procedures for contacting parents, guardians or persons in parental relation to the students of the district in the event of a violent incident or an early dismissal;
- **155.17(c)(1)(x)** policies and procedures for contacting parents, guardians or persons in parental relation to an individual student of the district in the event of an implied or direct threat of violence by such student against themselves, which for the purposes of this subdivision shall include suicide;
- **155.17(c)(1)(xi)** policies and procedures relating to school building security, including, where appropriate, the use of school safety officers and/or security devices or procedures;

- [155.17\(c\)\(1\)\(xii\)](#) policies and procedures for the dissemination of informative materials regarding the early detection of potentially violent behaviors, including but not limited to the identification of family, community and environmental factors to teachers, administrators, parents and other persons in parental relation to students of the school district or board, students and other persons deemed appropriate to receive such information;
- [155.17\(c\)\(1\)\(xiii\)](#) policies and procedures for annual multi-hazard school safety training for staff and students, provided that the district must certify to the commissioner that all staff have undergone annual training by September 15, 2016 and each subsequent September 15th thereafter on the building-level emergency response plan which must include components on violence prevention and mental health, provided further that new employees hired after the start of the school year shall receive such training within 30 days of hire or as part of the district's existing new hire training program, whichever is sooner;
- [155.17\(c\)\(1\)\(xiv\)](#) procedures for review and the conduct of drills and other exercises to test components of the emergency response plan, including the use of tabletop exercises, in coordination with local and county emergency responders and preparedness officials;
- [155.17\(c\)\(1\)\(xv\)](#) the identification of appropriate responses to emergencies, including protocols for responding to bomb threats, hostage-takings, intrusions and kidnappings;
- [155.17\(c\)\(1\)\(xvi\)](#) strategies for improving communication among students and between students and staff and reporting of potentially violent incidents, such as the establishment of youth-run programs, peer mediation, conflict resolution, creating a forum or designating a mentor for students concerned with bullying or violence and establishing anonymous reporting mechanisms for school violence;
- [155.17\(c\)\(1\)\(xvii\)](#) a description of the duties of hall monitors and any other school safety personnel, the training required of all personnel acting in a school security capacity, and the hiring and screening process for all personnel acting in a school security capacity;
- [155.17\(1\)\(c\)\(xix\)](#) the designation of the superintendent, or superintendent's designee, as the district chief emergency officer whose duties shall include, but not be limited to:
- [155.17\(c\)\(2\)\(h\)](#) Fire and emergency drills. Each school district and board of cooperative educational services shall, at least once every school year, and where possible in cooperation with local county emergency preparedness plan officials, conduct one test of its emergency response procedures under each of its building-level emergency response plans, including sheltering, lock-down, or early dismissal, at a time not to occur more than 15 minutes earlier than the normal dismissal time.
- [155.17\(c\)\(2\)\(h\)\(3\)\(i\)](#) Except in a school district in a city having a population of more than one million inhabitants, the chief executive officer of each educational agency located within a public school district shall provide to the superintendent of schools information about school population, number of staff, transportation needs and the business and home telephone numbers of key officials of such educational agencies.

EAST ROCKAWAY PUBLIC SCHOOLS

PROFESSIONAL DEVELOPMENT CONSULTANT AGREEMENT

THIS AGREEMENT, made this 1st day of July, 2022 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 1467 Matheron Avenue, Baldwin NY 11510.

1. **TERM:** The term of the within Agreement shall be from July 1, 2022, through June 30, 2023.
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 seven 2-hour sessions facilitating a committee “Building Bridges to Understanding” with a focus on diversity, equity, and inclusion in our schools and community on the following dates: [*describe number and duration of sessions, workshops, etc.*] on the following dates:
 - i. Oct 24, Nov 21, Jan 23, Feb 27, Mar 24, Apr 24, May 15
 - ii. Additional dates 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 \$12,000.00, 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, the 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 the 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, the Consultant shall provide a copy of the declaration page of the liability policy with a list of endorsements and forms. If so requested, the 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 any 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 the Consultant for services rendered. The Consultant will not incur any additional expenses upon receipt of the School District's notification that the 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:

EAST ROCKAWAY PUBLIC SCHOOLS

PROFESSIONAL DEVELOPMENT CONSULTANT AGREEMENT

THIS AGREEMENT made this 1st day of July, 2022 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 **RCP Consultants Tax ID# 01-0694278** (“CONSULTANT”), having its principal place of business for purposes of this Agreement at **2309 Concord Street, Oceanside, New York 11572**.

1. **TERM:** The term of the within Agreement shall be from July 1, 2022 through June 30, 2023.
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 **professional development for the implementation of instructional practices in alignment with ESSA expectations** on the following dates:
 - i. **A maximum of 4 days;**
 - 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 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 **\$2,000.00** per day for up to **4** days of service as set forth above, for a total compensation not to exceed **\$8,000.00**, 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. **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.
12. **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.
13. **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.
14. **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.
15. **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.
16. **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.

17. **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: 7/6/2022

By: 

Name:

Title:

EAST ROCKAWAY PUBLIC SCHOOLS

PROFESSIONAL DEVELOPMENT CONSULTANT AGREEMENT

THIS AGREEMENT, made this **1st day of July, 2022** 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 **The Balance Between** (“CONSULTANT”), having its principal place of business for purposes of this Agreement at **3150 E. Glenrosa Ave. #7, Phoenix AZ 85016**

1. **TERM:** The term of the within Agreement shall be from July 1, 2022 through June 30, 2023.
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 workshops addressing the continued development of the use of Thinking Maps in the East Rockaway School District on dates to be determined.
4. **TIME REQUIREMENTS:** The Consultant shall devote the necessary time to the performance of services as set forth in 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 **\$800.00 per block for up to 117 blocks as set forth above. Total compensation is not to exceed \$93,600.00** and is to be paid after completion of each session. 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: July 7, 2022

By:  _____

Name: **Elizabeth Dellamora, Ph.D.**
Title: **President / Owner**

Child Nutrition: Proposal for Development of Bid Specifications

East Rockaway Union Free School District
2023-24 Academic Year

Submitted by: James V. Bigley and Heather M. Bigley

January 21, 2022



HMB CONSULTANTS

3 Douglas Lane

Voorheesville, New York 12186

Phone: 518-441-6475

702-449-5525

Email: jamesbigley50@gmail.com

bigleyh@gmail.com

HMB CONSULTANTS

January 21, 2022

Ms. Jacqueline A. Scrio
Assistant Superintendent for Finance and Operations
East Rockaway Union Free School District
443 Ocean Avenue
East Rockaway, NY 11518

Dear Ms. Scrio:

It has been a pleasure working with the East Rockaway Union Free School District (the "District") for the past number of years within your Child Nutrition Program. (the "Program")

As you know, East Rockaway UFSD is in the fourth of five potential years of the Type II contract (the "Contract") with Aramark Educational Services. The enclosed proposal details the services that HMB Consultants ("HMB") will provide to prepare the specifications (the "Specifications") for your Program operation under a Type II contract for the 2023-24 School Year.

The District will receive a complete, professionally-prepared Specification package that suits the needs of the District and will put the best interests of the students first, while meeting the requirements of USDA and NYSED. Then, once finalized, HMB Consultants will assist with the entire process after the Specifications are released to prospective FSMCs, including vendor conferences, answering vendor questions, and holding the official bid opening. Finally, HMB will make a recommendation of the Food Service Management Company whose services will meet or exceed District requirements, protect the District's interests, and enable the District to maximize its financial return.

As you are aware, it is of paramount importance to incorporate all anticipated needs of the District into the Specifications. To that end, we will provide a list of items and information needed from the Business Office and your FSMC. Through continued discussions and meetings with you, we will incorporate all additional requests. This will ensure a comprehensive set of Specifications and will allow prospective bidders to include all necessary requirements into their submissions. We developed the enclosed proposed bid schedule, culminating with a bid opening in late May or early June 2023, ahead of your June BOE meeting. This schedule can be adjusted as necessary.

After your review, please contact us and we will be happy to answer any questions you may have. Thank you for your consideration of HMB Consultants.

Sincerely,



Heather M. Bigley and James V. Bigley
Consultants

HMB CONSULTANTS

Overview of Consultant Services for the Development of Child Nutrition Program Bid Specifications for a Food Service Management Company

HMB Consultants will provide and/or conduct the following:

- Evaluate the District’s existing facilities and operations.
- Identify all food service related programs.
- Analyze existing meal participation and identify meal trends to be included in the Specifications.
- Review current a la carte price structure, as well as student meal prices for 2023-24 should the current USDA free meal program not be extended.
- Address the current and proposed portion sizes of all items at each building to ensure that they meet and exceed NYSED and USDA requirements and are in line with the District’s desires.
- Incorporate the District’s specific needs into the Specifications for all meal programs.
- Evaluate the current FSMC’s guaranteed financial return to the District and ensure District costs, including Program expenses, are accounted for.
- Analyze current or develop a proposed 21-day menu for breakfast and lunch according to District requirements.
- Deliver the Specifications draft to the Assistant Superintendent for Finance and Operations for final approval prior to solicitation of bids, including but not limited to:
 - Required provisions from the latest Re-Authorization Act
 - Food service vehicle needs
 - Retention of or increase existing food service staff members
 - USDA commodity usage
 - Insurance requirements
 - Sanitation standards
 - Billing procedures
 - Performance security
 - Wellness Policy requirements
 - Nutrient Analysis capability
 - Nutrition Education
 - Sustainability Involvement
 - Promotional requirements
 - Any additional District requests
- Solicit only professional food service contractors who are recognized by the New York State Education Department.
- Develop a customized, itemized timetable for the entire bid process (see proposed enclosed schedule). The relevant steps in the process are as follows:

HMB CONSULTANTS

- HMB will conduct a pre-bid conference to assemble all contractors for an informational session to discuss the approved specifications as they relate to the District.
- HMB will then take all contractors on a tour of the District, building by building, to afford each contractor the ability to observe the existing District facilities.
- HMB will oversee the opening of the bids on the specified bid opening date.
- HMB will evaluate all the contractors' proposals and bid amounts in detail, ensuring each contractor meets all specifications and requirements.
- After a thorough review, HMB will recommend the contractor that is the lowest responsible bidder, in accordance with applicable NYSED regulations, to the District for their final approval.
- After the District School Board approves award of the contract to the recommended contractor, HMB will work with the Assistant Superintendent for Finance and Operations to complete the SED-required contract checklist, and submit the specified number of copies of the contract for approval to NYS Education Department.



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Proposed 2023-24 Child Nutrition Bid Schedule

All dates are predicated on the release of the new prototype specifications by early March 2023 by the NY State Education Department.

| | |
|------------------------------------|--|
| Mid-March 2023 | The School District will forward to HMB the list of items needed from both the FSMC and the District. |
| Early April 2023 | Deliver draft copy of detailed specifications to the Assistant Superintendent for Finance and Operations for review. (Approximately 1.5 hours needed) |
| Mid-April 2023 | Send specifications to the NYS Education Department for approval. |
| Late April 2023 | The District will place an ad in the official School District newspaper. |
| Early May 2023 | Email bid specifications to interested FSMCs. |
| Mid-May 2023 | Conduct the vendor conference starting at the District Business Office. |
| Late May or early June 2023 | Bid Opening, Time TBD |
| One Day after Bid Opening | HMB provides vendor recommendation to the District. |

consultants

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Fee Structure

The following fee schedule includes all extraneous costs and fees incurred by HMB Consultants in the preparation of the Specifications. This flat fee encompasses the entire procedure, inclusive of the on-site meetings, draft and final Specifications, vendor conference, bid opening and final submission to SED.

If, for whatever reason, NYSED allows an extension of your current contract for the 2023-24 school year and the District chooses not to bid the contract, HMB Consultants will honor this proposal and fee structure for the development of your Bid Specifications and Contract for the 2024-25 school year.

**2023-24 Bid Specification Preparation Fees:
\$9,000 for complete development of Specifications and tasks outlined above,
billed upon completion of work**

Thank you for your consideration!

HMB's Signature:



Printed Name:

Heather M. Bigley

Title:

President, HMB Consultants, LLC

Date:

May 20, 2022

District's Signature: _____

Printed Name: _____

Title: _____

Date: _____

ANNUAL NEWS RELEASE - PUBLIC ANNOUNCEMENT

East Rockaway UFSD today announced a free and reduced price meal (Free Milk) policy for area school children. Local school officials have adopted the following family eligibility criteria to assist them in determining eligibility:

2022-2023 INCOME ELIGIBILITY GUIDELINES FOR FREE AND REDUCED PRICE MEALS OR FREE MILK

| Free Eligibility Scale | | | | | | Reduced Price Eligibility Scale | | | | | |
|------------------------------|-----------|----------|-----------------|-----------------|----------|---------------------------------|-----------|----------|-----------------|-----------------|----------|
| Free Lunch, Breakfast, Milk | | | | | | Reduced Price Lunch, Breakfast | | | | | |
| Household Size | Annual | Monthly | Twice per Month | Every Two Weeks | Weekly | Household Size | Annual | Monthly | Twice per Month | Every Two Weeks | Weekly |
| 1 | \$ 17,667 | \$ 1,473 | \$ 737 | \$ 680 | \$ 340 | 1 | \$ 25,142 | \$ 2,096 | \$ 1,048 | \$ 967 | \$ 484 |
| 2 | \$ 23,803 | \$ 1,984 | \$ 992 | \$ 916 | \$ 458 | 2 | \$ 33,874 | \$ 2,823 | \$ 1,412 | \$ 1,303 | \$ 652 |
| 3 | \$ 29,939 | \$ 2,495 | \$ 1,248 | \$ 1,152 | \$ 576 | 3 | \$ 42,606 | \$ 3,551 | \$ 1,776 | \$ 1,639 | \$ 820 |
| 4 | \$ 36,075 | \$ 3,007 | \$ 1,504 | \$ 1,388 | \$ 694 | 4 | \$ 51,338 | \$ 4,279 | \$ 2,140 | \$ 1,975 | \$ 988 |
| 5 | \$ 42,211 | \$ 3,518 | \$ 1,759 | \$ 1,624 | \$ 812 | 5 | \$ 60,070 | \$ 5,006 | \$ 2,503 | \$ 2,311 | \$ 1,156 |
| 6 | \$ 48,347 | \$ 4,029 | \$ 2,015 | \$ 1,860 | \$ 930 | 6 | \$ 68,802 | \$ 5,734 | \$ 2,867 | \$ 2,647 | \$ 1,324 |
| 7 | \$ 54,483 | \$ 4,541 | \$ 2,271 | \$ 2,096 | \$ 1,048 | 7 | \$ 77,534 | \$ 6,462 | \$ 3,231 | \$ 2,983 | \$ 1,492 |
| 8 | \$ 60,619 | \$ 5,052 | \$ 2,526 | \$ 2,332 | \$ 1,166 | 8 | \$ 86,266 | \$ 7,189 | \$ 3,595 | \$ 3,318 | \$ 1,659 |
| Each Add'l person add | \$ 6,136 | \$ 512 | \$ 256 | \$ 236 | \$ 118 | Each Add'l person add | \$ 8,732 | \$ 728 | \$ 364 | \$ 336 | \$ 168 |

SNAP/TANF/FDPIR Households: Households that currently include children who receive the Supplemental Nutrition Assistance Program (SNAP) but who are not found during the Direct Certification Matching Process (DCMP), or households that currently receive Temporary Assistance to Needy Families (TANF), or the Food Distribution Program on Indian Reservations (FDPIR) must complete an application listing the child's name, a valid SNAP, TANF, or FDPIR case number and the signature of an adult household member. Eligibility for free meal benefits based on participation in SNAP, TANF or FDPIR is extended to all children in the household. When known to the School Food Authority, **households will be notified of their children's eligibility for free meals based on their participation** in the SNAP, TANF or the FDPIR programs. No application is necessary if the household was notified by the SFA their children have been directly certified. If the household is not sure if their children have been directly certified, the household should contact the school.

Other Source Categorical Eligibility: **When known to the School Food Authority, households will be notified of any child's eligibility for free meals based on the individual child's designation as Other Source Categorically Eligible**, as defined by law. Children are determined Other Source Categorically Eligible if they are Homeless, Migrant, Runaway, A foster child, or Enrolled in Head Start or an eligible pre-kindergarten program.

If children or households receive benefits under Assistance Programs or Other Source Categorically Eligible Programs and are not listed on the notice of eligibility and are not notified by the School Food Authority of their free meal benefits, the parent or guardian should contact the school or should submit an income application.

Other Households Households with income the same or below the amounts listed above for family size may be eligible for and are urged to apply for free and/or reduced price meals (or free milk). They may do so by completing the online application or by requesting a hard copy application. One application for all children in the household should be submitted. Additional copies are available at the principal's office in each school. Applications may be submitted any time during the school year to the Business Office. Please contact 516-887-8300 option 1 ext. 555 with any questions regarding the application process.

Households notified of their children's eligibility must contact the School Food Authority if they choose to decline the free meal benefits. Households may apply for benefits at any time throughout the school year. Children of parents or guardians who become unemployed or experience a financial hardship mid-year may become eligible for free and reduced price meals or free milk at any point during the school year.

For up to 30 operating days into the new school year (or until a new eligibility determination is made, whichever comes first) an individual child's free or reduced price eligibility status from the previous year will continue within the same SFA. When the carryover period ends, unless the household is notified that their children are directly certified or the household submits an application that is approved, the children's meals must be claimed at the paid rate. Though encouraged to do so, the SFA is not required to send a reminder or a notice of expired eligibility.

The information provided on the application will be confidential and will be used for determining eligibility. The names and eligibility status of participants may also be used for the allocation of funds to federal education programs such as Title I and National Assessment of Educational Progress (NAEP), State health or State education programs, provided the State agency or local education agency administers the programs, and for federal, State or local means-tested nutrition programs with eligibility standards comparable to the NSLP. Eligibility information may also be released to programs authorized under the National School Lunch Act (NSLA) or the Child Nutrition Act (CNA). The release of information to any program or entity not specifically authorized by the NSLA will require a written consent statement from the parent or guardian.

The School Food Authority does, however, have the right to verify at any time during the school year the information on the application. If a parent does not give the school this information, the child/children will no longer be able to receive free or reduced price meals (free milk).

Foster children are eligible for free meal benefits. A separate application for a foster child is no longer necessary. Foster children may be listed on the application as a member of the family where they reside. Applications must include the foster child's name and personal use income.

Under the provisions of the policy, the designated official will review applications and determine eligibility. If a parent is dissatisfied with the ruling of the designated official, he/she may make a request either orally or in writing for a hearing to appeal the decision. James DeTommaso, Superintendent, whose address is 443 Ocean Avenue, East Rockaway, NY, 11518, has been designated as the Hearing Official. Hearing procedures are outlined in the policy. However, prior to initiating the hearing procedure, the parent or School Food Authority may request a conference to provide an opportunity for the parent and official to discuss the situation, present information, and obtain an explanation of the data submitted in the application or the decisions rendered. The request for a conference shall not in any way prejudice or diminish the right to a fair hearing.

Only complete applications can be approved. This includes complete and accurate information regarding: the SNAP, TANF, or FDIPIR case number; the names of all household members; on an income application, the last four digits of the social security number of the person who signs the form or an indication that the adult does not have one, and the amount and source of income received by each household member. In addition, the parent or guardian must sign the application form, certifying the information is true and correct.

Beginning July 1, 2019, students in New York State that are approved for reduced price meals will receive breakfast and lunch meals at no charge.

Nondiscrimination Statement: This explains what to do if you believe you have been treated unfairly.

In accordance with federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, this institution is prohibited from discriminating on the basis of race, color, national origin, sex (including gender identity and sexual orientation), disability, age, or reprisal or retaliation for prior civil rights activity.

Program information may be made available in languages other than English. Persons with disabilities who require alternative means of communication to obtain program information (e.g., Braille, large print, audiotope, American Sign Language), should contact the responsible state or local agency that administers the program or **USDA's TARGET Center at (202) 720-2600** (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339.

To file a program discrimination complaint, a Complainant should complete a Form AD-3027, USDA Program Discrimination Complaint Form which can be obtained online at: <https://www.usda.gov/sites/default/files/documents/USDA-OASCR%20P-Complaint-Form-0508-0002-508-11-28-17Fax2Mail.pdf>, from any USDA office, by calling (866) 632-9992, or by writing a letter addressed to USDA. The letter must contain the complainant's name, address, telephone number, and a written description of the alleged discriminatory action in sufficient detail to inform the Assistant Secretary for Civil Rights (ASCR) about the nature and date of an alleged civil rights violation. The completed AD-3027 form or letter must be submitted to USDA by:

1. mail:
U.S. Department of Agriculture
Office of the Assistant Secretary for Civil Rights
1400 Independence Avenue, SW
Washington, D.C. 20250-9410; or
2. fax:
(833) 256-1665 or (202) 690-7442; or
3. email:james
program.intake@usda.gov

This institution is an equal opportunity provider.



THE STATE EDUCATION DEPARTMENT / THE UNIVERSITY OF THE STATE OF NEW YORK / ALBANY, NY 12234

Office for Prekindergarten through Grade 12 Education
Child Nutrition Program Administration
89 Washington Avenue, Room 375 EBA, Albany, NY 12234
(518) 473-8781 Fax (518) 473-0018
www.cn.nysed.gov

School Food Authority (SFA) Required Checklist
2022-2023 Extension of Food Service Contract

Contract Type II - For Contracts Originating in 2018-2019 and later Extension Year: 2 3 4 5

SFA: East Rockaway Union Free School District

LEA Code: 280219030000

SFA Business Official: Jacqueline Scrio

Telephone Number: 516.887.8300

NOTE: Use this required checklist to ensure that all documents you submit are complete (no blanks). If an incomplete document is received and or completed in pencil, it will be returned to the SFA and the SFA may be placed on reimbursement hold. *This Checklist and Extension must be completed and signed by an authorized SFA Representative*

SECTION 1 (ORIGINAL CONTRACT INFORMATION)

- Original agreement date; SFA name; county; FSMC name
- Commencing and ending dates (month/day/year; must agree with original contract)
- Original Per Meal Bid Price
- Guaranteed Return

SECTION 2 (2022-2023 EXTENSION INFORMATION)

- Commencing and ending dates (month/day; must agree with original contract)
- Appropriate month's Consumer Price Index (CPI-U) applied to previous bid year's price
- Current Per Meal Bid Price
- Annual Per meal price
- Guaranteed Return
- Summer Food Service Program
- Date agreement signed
- Signature of BOE President/Executive Director and FSMC Authorized Signatory; Sign in Blue Ink
- Debarment Option Form A or B *
- Completed Lobbying Certificate
- Completed Disclosure of Lobbying Activities Form (if required)

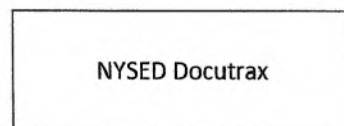
Email one original COMPLETE extension of contract to CN@nysed.gov.

Print Name: _____ Title: _____

Signature: _____ Telephone Number: _____

MUST BE SIGNED IN BLUE INK ONLY

| | |
|-------------------------|----------------|
| SED APPROVED BY: | |
| | |
| Date | NYSED Official |



2022-2023 EXTENSION OF CONTRACT FOR SCHOOL FOOD SERVICE MANAGEMENT**SECTION I****INSTRUCTIONS**

This section represents a restatement of information from the original Agreement.

Any district that bids under Option A should report the annual return to the district guaranteed by the FSMC in the space provided. Fill in all blanks with required information or N/A if not applicable. NO BLANKS!

An original agreement* having been made on June 12, 2018 by and between East Rockaway Union Free School District
Month Day Year School Food Authority
 in the County of Nassau, New York, party of the first part, and Aramark Educational Services, LLC party
Food Service Company
 of the second part, under and pursuant to the provisions of Section 1709, subdivision 22 of Education Law and Section 210.16, Part
 7 of the Consolidated Federal Regulations for the period commencing on July 1, 2018 and ending on June 30, 2019.
Month Day Year Month Day Year

TYPE II ONLY

Enter the per meal bid price

| Breakfast | | Lunch | | Snack | | Dinner | |
|---------------|--------|---------------|--------|---------------|--------|---------------|--------|
| Per Meal Rate | 2.9673 | Per Meal Rate | 2.9673 | Per Meal Rate | 0.0000 | Per Meal Rate | 0.0000 |

Jails or RCCI's (Per Person Per Day)

Enter the costs per person, per day.

| | |
|------------------------------|--------|
| Per Person Per Day Bid Price | 0.0000 |
|------------------------------|--------|

GUARANTEED RETURN: If contract was bid under Option A the party of the second part shall pay the party of the first part an annual amount of \$0 (Not subject to CPI-U increase).

SECTION II

Following the provision of Section 305, subdivision 14 of Education Law and Section 114.2 of the Regulations of the Commissioner of Education and Section 210.16, Part 7 of the Consolidated Federal Regulations, the

parties hereto mutually agree to extend the agreement for a period of one year commencing on July 1st, 2022
Month Day Year
 and ending on June 30th, 2023 with the first day of food service being September 6th, 2022.
Month Day Year Month Day Year

This section should be completed by the School Food Authority entering into a contract extension and refers to the upcoming school year, 2022-2023. The percentage increase must be based on the Consumer Price Index for Urban (CPI-U) consumers in the New York-Northeastern New Jersey Area. The CPI-U for the 12-month period immediately preceding the month in which the contract ends must be used. (Education law 305.)

It is further agreed that the (CPI-U) percentage of increase in cost, if any, for services rendered during the one year period of this extension will be 6.30. Find current CPI-U at https://www.bls.gov/regions/new-york-new-jersey/news-release/consumerpriceindex_newyorkarea.htm

The party of the first part shall pay the party of the second part:

TYPE II

Enter prior year per meal rate. (Prior per meal rate * ((CPI-U/100)+1)) = Total Current Year Rate

| Breakfast | Prior Year | This Year |
|---------------|------------|-----------|
| Per Meal Rate | \$ 3.1517 | \$ 3.3503 |

| Lunch | Prior Year | This Year |
|---------------|------------|-----------|
| Per Meal Rate | \$ 3.1517 | \$ 3.3503 |

| Snack | Prior Year | This Year |
|---------------|------------|-----------|
| Per Meal Rate | \$ 0.0000 | \$ 0.0000 |

| Dinner | Prior Year | This Year |
|---------------|------------|-----------|
| Per Meal Rate | \$ 0.0000 | \$ 0.0000 |

TYPE II - Jails or RCCI's ONLY (Per Person Per Day)

Enter the prior per meal rate. (Prior Per Meal Rate * ((CPI-U/100)+1)) = Current Per Meal Rate

| | Prior Year | This Year |
|-------------------------------|------------|-----------|
| Administrative Fee Per Person | \$ 0.0000 | \$ 0.0000 |

A la Carte Conversion Factor

| 2018-2019 | 2019-2020 | 2020-2021 | 2021-2022 | 2022-2023 |
|-----------|-----------|-----------|-----------|-----------|
| \$3.70 | \$3.79 | \$3.93 | \$4.03 | \$4.21 |

GUARANTEED RETURN: \$0 (must agree with page 2 or original contract, if applicable)

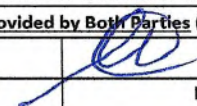
Does your SFA participate in the Summer Food Service Program? Yes No

The extension has been determined as follows:

- (1) The costs herein shall not exceed the contracted cost of the preceding year by more than the percentage increase of the Consumer Price Index for Urban consumers for New York-Northern New Jersey.
- (2) The SFA and FSMC agree to follow the required food based menu plan, standards and timeline established by USDA. (Guidance Attached to Extension)
- (3) All of the items of said agreement shall remain in full force and effect.

In witness whereof, the parties hereto have executed this extension of agreement.

Original Signature Must be Provided by Both Parties (BLUE INK ONLY)

| | | | |
|--|------|---|----------|
| Party of the First Part - Board of Education President/Executive Director | Date | Party of the Second Part - FSMC Authorized Signatory | Date |
| | |  | 10/16/22 |

DEBARMENT OPTION A - SFA

_____ checked the excluded parties list system on
(Name and Title)

<https://sam.gov/content/home> and this prospective contractor _____
(Name of Contractor)

was not on the list as being suspended, debarred or disqualified.

_____ Date
Original Signature - SFA Representative

Please Note the Following Regarding Debarment Option A or Debarment Option B:

Although we have included a list of the FSMC's that have not been debarred (with an asterisk) as a part of our annual FSMC web posting, it was based on our office checking on the Excluded Parties List System (EPLS) website as of January 2021. However, since by the time you go out to bid or extend, circumstances regarding the FSMC's debarment status may have changed, it is your responsibility to check the list before submitting your contract or extension to SED for approval.

Therefore, either:

The SFA must look on the EPLS website and complete the Debarment Option A form to be submitted with the Contract/ Extension packet.

OR

The FSMC must complete the Debarment Option B form to be submitted with the Contract/Extension packet.

Please note: only the Debarment Option A or Debarment Option B form needs to be submitted with your contract or extension - do not submit both forms.

INSTRUCTIONS FOR CERTIFICATION REGARDING DEBARMENT

Required for FSMC's not listed on the 2022-23 Management Company Listing.

1. By signing and submitting this form, the prospective lower tier participant is providing the certification set out on the reverse side in accordance with these instructions.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person in which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-procurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available in the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

FORM 7

DEBARMENT OPTION B

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions

SFAs are required to ensure that all sub-contractors and sub-grantees are neither excluded nor disqualified under the suspension and debarment rules found at 2 CFR 200.212 by doing any one of the following:

- Checking the Excluded Parties List found at the System for Award Management www.SAM.gov;
- Collecting a certification that the entity is neither excluded nor disqualified. Since a Federal certification form is no longer available, the grantee or sub-grantee electing this method must devise its own;
- Including a clause to this effect in the sub-grant agreement and in any procurement contract expected to equal or exceed \$25,000, awarded by the grantee or a sub-grantee under its grant or sub-grant;
- Sub-grantee and contractors must obtain a DUNS Number. All Federal Government awards are required to have a DUNS number. To obtain a DUNS number, contact Dun and Bradstreet at 1-or visit their website at <https://www.dnb.com/duns-number.html> . There is no charge for a DUNS number. The DUNS number serves as a means of tracking and identifying applications for Federal assistance and is required on all applications for Federal assistance.

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension. 2 CFR 200.212 Suspension and Debarment. The regulations were published as Part III of the December 26, 2013, Federal Register (pages 78590-78691). Copies of the regulations may be obtained by contacting the Department of Agriculture agency with which this transaction originated.

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON NEXT PAGE)

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Aramark Educational Services, LLC

Organization Name

East Rockaway UFSD

PR/Award Number or Project Name

G. Preston Davis / Regional Vice President

Name and Title(s) of Authorized Representative(s)



Signature (Blue Ink Only)



Date

Instructions for Form 7

INSTRUCTIONS FOR CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION – LOWER TIER COVERED TRANSACTIONS

DEBARMENT OPTION B

1. By signing and submitting this form, the prospective lower tier participant is providing the certification set out on the reverse side in accordance with these instructions.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and /or debarment.

REQUIRED CERTIFICATION REGARDING LOBBYING

Applicable to Grants, Subgrants, Cooperative Agreements, and Contracts Exceeding \$100,000 in Federal Funds

Submission of this certification is a prerequisite for making or entering into this transaction and is imposed by section 1352, Title 31, U.S. Code. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all covered sub awards exceeding \$100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

Aramark Educational Services, LLC / 2400 Market St., Philadelphia, PA 19103

Name/Address of Organization

G. Preston Davis / Regional Vice President

Name/Title of Submitting Official


Signature (Sign in Blue Ink Only)

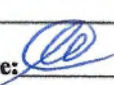


Date

**NOT APPLICABLE
FORM 7B**

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

| | | | | | |
|---|--|--|---|--|--|
| 1. Type of Federal Action: <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance | | 2. Status of Federal Action: <input type="checkbox"/> a. bid/offer/applications <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award | | 3. Report Type: <input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change for Material Change only: year _____ quarter _____ date of last report _____ | |
| 4. Name and address of Reporting Entity: <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____ if known: Congressional District, if known: | | | 5. If Reporting Entity in #4 is Subawardee, Enter Name and Address of Prime: Congressional District, if known: | | |
| 6. Federal Department/Agency: | | | 7. Federal Program Name/Description: CFDA Number, if applicable: _____ | | |
| 8. Federal Action Number, if known: | | | 9. Award Amount, if known: \$ _____ | | |
| 10.a. Name and Address of Lobbying Entity (if individual, last name, first name, MI): | | | b. Individuals Performing Services (including address if different from #10a.) (last name, first name, MI): | | |
| 11. Amount of Payment (check all that apply): \$ _____ <input type="checkbox"/> actual <input type="checkbox"/> planned | | | 13. Type of Payment (check all that apply): <input type="checkbox"/> a. retainer <input type="checkbox"/> b. one-time fee <input type="checkbox"/> c. commission <input type="checkbox"/> d. contingent fee <input type="checkbox"/> e. deferred <input type="checkbox"/> f. other; specify: _____ | | |
| 12. Form of Payment (check all that apply): <input type="checkbox"/> a. cash <input type="checkbox"/> b. in-kind: specify: _____ nature _____ value _____ | | | | | |
| 14. Brief Description of Services Performed or to be Performed and Date(s) of Service, including officer(s), employee(s), or Member(s) contacted, for Payment indicated in Item 11: | | | | | |
| 15. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty not less than 10,000 and not more than \$100,000 for each such failure. | | | Signature:  _____ (Sign in Blue Ink only) Print Name: G. Preston Davis _____ Title: Regional Vice President _____ Telephone #: 215-238-3000 Date: 6/16/22 | | |
| Federal Use Only: | | | | Authorized for Local Reproduction Standard Form - LLL | |

F&F FRAZER
& FELDMAN, LLP

JACOB S. FELDMAN
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BRYAN GEORGIADY
SAMUEL A. WEINSTEIN

JONATHAN HEIDELBERGER
OF COUNSEL

*ALSO ADMITTED IN NJ

INFO@FFEDLAW.COM

May 5, 2022

Lisa Ruiz, Superintendent of Schools
East Rockaway Union Free School District
443 Ocean Avenue
East Rockaway, NY 11518

Re: General and Labor Counsel

Dear Ms. Ruiz:

We are writing to express our Firm's interest in continuing to provide legal services to the Board of Education. Please consider this letter a formal request to serve as general and labor counsel to the Board of Education of the East Rockaway Union Free School District for school year 2022-23.

In light of the current fiscal climate and plight of school districts across Long Island, Frazer & Feldman, LLP have decided to hold the line on our rates for the upcoming 2022-23 school year. Our annual general and labor counsel retainer with your District will remain \$13,200.00 for the 2022-23 school year, our hourly rate for work outside the retainer will be \$240 for partners and associates and \$130 for legal assistants.

We hope that the Board will look favorably upon this decision, as we look forward to working with the Board, the administration and the staff in the coming school year. We have enclosed two copies of a proposed 2022-23 retainer agreement on the same terms as our prior year's agreement. If the retainer is acceptable, please have the Board President sign one copy and return it in the enclosed self-addressed, stamped envelope. If you have any questions or wish to discuss the matter further, please feel free to call.

Very truly yours,



Florence T. Frazer

FTF/jr
Encs.



JACOB S. FELDMAN
FLORENCE T. FRAZER
JAMES H. PYUN*
LAURA A. FERRUGIARI
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OF COUNSEL

*ALSO ADMITTED IN NJ

INFO@FFEDLAW.COM

**EAST ROCKAWAY UNION FREE SCHOOL DISTRICT
CONTRACT FOR THE SERVICES OF GENERAL AND LABOR COUNSEL**

IT IS HEREBY AGREED that the BOARD OF EDUCATION OF THE EAST ROCKAWAY UNION FREE SCHOOL DISTRICT retains the firm of Frazer & Feldman, LLP as its attorneys for the period July 1, 2022 through June 30, 2023 at an annual retainer of \$13,200.00, payable on the first day of each month at the rate of \$1,100.00 per month.

This retainer shall cover all general services of the attorneys including telephone consultations with the Board and the administrative staff regarding general and labor matters unrelated to special or extraordinary services, advice and counsel on legislation, judicial and administrative decisions and policy matters, correspondence, research and written opinions for school authorities, written legal opinions, assistance with legal aspects of the budget, bidding and other financial matters, conduct of the annual election and one special meeting, and attendance at District conferences as required. These services shall be the result of requests from the Superintendent's office or the Board President or actions initiated by the attorney's office.

Special or extraordinary general and labor services, not enumerated above, including advice and counsel and representation of the Board, the District and/or the administration in adversarial

circumstances, preparation for and appearances in court or before administrative bodies or other quasi-judicial bodies including, but not limited to, state and federal litigation, staff and student disciplinary proceedings, impartial hearings, Commissioner's appeals, appeals to the State Review Officer and other administrative agency disputes, grievances, arbitrations, or other administrative proceedings, defense or prosecution of improper practice proceedings before the Public Employment Relations Board, arbitrations, disciplinary proceedings, administrative hearings or other litigation, advice and counsel regarding the administration of all collective bargaining agreements, assistance with negotiations for all unit agreements, consultation with the Board and administration in preparation for negotiations, review of any grievances which have been presented during the term of the current agreement, in order to advise the Board of what it might anticipate in the form of union proposals, preparation of the Board's collective bargaining demands, review of the union's proposals and recommendations with respect to these, and representation at negotiations, mediation and fact-finding, responsibility for drafting collective bargaining agreements, attendance at Board meetings to report on the status of negotiations when necessary and consultation with the Board and administration regarding the various collective bargaining agreements during their terms shall be compensated additionally at our hourly rate of \$240 per hour for attorneys and \$130 for legal assistants/paralegals. "Adversarial circumstances" as used herein means circumstances where the interests of the Board and/or District are adverse to those of an identifiable person, group, firm or agency or any combination thereof.

In addition, the firm shall be reimbursed for out-of-pocket disbursements, including, but not limited to, reasonable costs, including postage in excess of \$1.00 per item, fax, long distance

telephone calls, photocopies, WESTLAW computer assisted research, and court fees and expenses paid by it for any and all work on behalf of the District whether or not the same is covered by this agreement.

The firm shall provide a bill for services on a monthly basis, which bill shall include the time during that month devoted to each adversarial matter. The bill shall indicate the amount for disbursements attributable to each matter. In the event a dispute arises between us relating to our fees, you may have the right to arbitration of the dispute pursuant to Part 137 of the Rules of the Chief Administrator of the Courts, a copy of which you will be provided to you upon request.

The parties agree that this contract may be terminated by either party upon 30 days' prior written notice to the other party. Upon receipt of notice of termination, the Firm shall only be entitled to be paid for services actually performed for the District.

Dated:

BOARD OF EDUCATION
EAST ROCKAWAY UNION
FREE SCHOOL DISTRICT

By: _____
_____, PRESIDENT

FRAZER & FELDMAN, LLP

By: *Florence T. Frazer*
FLORENCE T. FRAZER



JACOB S. FELDMAN
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**EAST ROCKAWAY UNION FREE SCHOOL DISTRICT
CONTRACT FOR THE SERVICES OF GENERAL AND LABOR COUNSEL**

IT IS HEREBY AGREED that the BOARD OF EDUCATION OF THE EAST ROCKAWAY UNION FREE SCHOOL DISTRICT retains the firm of Frazer & Feldman, LLP as its attorneys for the period July 1, 2022 through June 30, 2023 at an annual retainer of \$13,200.00, payable on the first day of each month at the rate of \$1,100.00 per month.

This retainer shall cover all general services of the attorneys including telephone consultations with the Board and the administrative staff regarding general and labor matters unrelated to special or extraordinary services, advice and counsel on legislation, judicial and administrative decisions and policy matters, correspondence, research and written opinions for school authorities, written legal opinions, assistance with legal aspects of the budget, bidding and other financial matters, conduct of the annual election and one special meeting, and attendance at District conferences as required. These services shall be the result of requests from the Superintendent's office or the Board President or actions initiated by the attorney's office.

Special or extraordinary general and labor services, not enumerated above, including advice and counsel and representation of the Board, the District and/or the administration in adversarial

circumstances, preparation for and appearances in court or before administrative bodies or other quasi-judicial bodies including, but not limited to, state and federal litigation, staff and student disciplinary proceedings, impartial hearings, Commissioner's appeals, appeals to the State Review Officer and other administrative agency disputes, grievances, arbitrations, or other administrative proceedings, defense or prosecution of improper practice proceedings before the Public Employment Relations Board, arbitrations, disciplinary proceedings, administrative hearings or other litigation, advice and counsel regarding the administration of all collective bargaining agreements, assistance with negotiations for all unit agreements, consultation with the Board and administration in preparation for negotiations, review of any grievances which have been presented during the term of the current agreement, in order to advise the Board of what it might anticipate in the form of union proposals, preparation of the Board's collective bargaining demands, review of the union's proposals and recommendations with respect to these, and representation at negotiations, mediation and fact-finding, responsibility for drafting collective bargaining agreements, attendance at Board meetings to report on the status of negotiations when necessary and consultation with the Board and administration regarding the various collective bargaining agreements during their terms shall be compensated additionally at our hourly rate of \$240 per hour for attorneys and \$130 for legal assistants/paralegals. "Adversarial circumstances" as used herein means circumstances where the interests of the Board and/or District are adverse to those of an identifiable person, group, firm or agency or any combination thereof.

In addition, the firm shall be reimbursed for out-of-pocket disbursements, including, but not limited to, reasonable costs, including postage in excess of \$1.00 per item, fax, long distance

telephone calls, photocopies, WESTLAW computer assisted research, and court fees and expenses paid by it for any and all work on behalf of the District whether or not the same is covered by this agreement.

The firm shall provide a bill for services on a monthly basis, which bill shall include the time during that month devoted to each adversarial matter. The bill shall indicate the amount for disbursements attributable to each matter. In the event a dispute arises between us relating to our fees, you may have the right to arbitration of the dispute pursuant to Part 137 of the Rules of the Chief Administrator of the Courts, a copy of which you will be provided to you upon request.

The parties agree that this contract may be terminated by either party upon 30 days' prior written notice to the other party. Upon receipt of notice of termination, the Firm shall only be entitled to be paid for services actually performed for the District.

Dated:

BOARD OF EDUCATION
EAST ROCKAWAY UNION
FREE SCHOOL DISTRICT

By: _____
_____, PRESIDENT

FRAZER & FELDMAN, LLP

By: *Florence T. Frazer*
FLORENCE T. FRAZER

East Rockaway UFSD / Lynbrook UFSD

MUTUAL EMERGENCY EVACUATION AGREEMENT

AGREEMENT made this 1st day of July 2022 by and between the EAST ROCKAWAY UNION FREE SCHOOL DISTRICT (“East Rockaway”), with its main administrative office at 443 Ocean Avenue, East Rockaway, New York and the LYNBROOK UNION FREE SCHOOL DISTRICT (“Lynbrook”), with its main administrative office at 111 Atlantic Avenue, Lynbrook, New York.

WITNESSETH

WHEREAS, pursuant to Part 155.17 of the Regulations of the New York State Commissioner of Education, each school district is responsible for creating and maintaining a district-wide school safety plan and building-level emergency response plans; and

WHEREAS, the comprehensive emergency preparedness measures specified in Part 155.17 require each school district to develop contingency plans for the rapid mass evacuation of one or more school buildings as a result of a natural disaster, fire, serious violent incident, or other type of emergency situation; and

WHEREAS, the parties are authorized to enter into facility-sharing agreements pursuant to Article 5-G of the General Municipal Law of the State of New York, and

WHEREAS, East Rockaway and Lynbrook are geographically proximate school districts in southwest Nassau County; and

WHEREAS, the respective Boards of Education of East Rockaway and Lynbrook wish to enter into an agreement whereby each party’s facilities are mutually available to the other as a short-term emergency evacuation site during emergency situations;

NOW THEREFORE, in consideration of the promises contained in this agreement, the parties agree as follows:

Agreement for Use of East Rockaway Parking Lots, Grounds, and Facilities

1. In the event it is necessary for Lynbrook to conduct an emergency evacuation of one or more of its school buildings, East Rockaway will authorize the use of certain, parking lots, grounds, and facilities as emergency evacuation, relocation, and/or pick-up sites for students, teachers, and other staff members.
2. Upon commencing an evacuation of a school building, the Lynbrook Superintendent of Schools or designee will communicate the evacuation plan and approximate number of students and staff members subject to emergency evacuation to East Rockaway. The selection of specific East Rockaway facilities

for emergency evacuation use will be promptly made by the East Rockaway Superintendent of Schools or designee, and immediately communicated to Lynbrook.

3. East Rockaway will allow Lynbrook school buses and vehicles onto its parking lots and grounds for the purpose of relocating or picking up Lynbrook students during an emergency situation. East Rockaway will permit access by Lynbrook students and staff members to such parking lots, grounds, and indoor shelter facilities if necessary. East Rockaway will permit Lynbrook to plow snow from parking lots, if and as necessary.
4. East Rockaway will allow parents or guardians of Lynbrook students onto its parking lots and grounds, in their vehicles, for the purpose of picking up their children in the event of an emergency evacuation.
5. East Rockaway agrees to reserve its parking lots, grounds, and facilities for use by Lynbrook, as necessary, for the duration of the emergency situation. An emergency situation contemplated by this Agreement will generally be considered resolved when all evacuated/relocated Lynbrook students have been released to the custody of their parents or guardians.
6. East Rockaway will permit Lynbrook to use available traffic control equipment (i.e., traffic cones and/or barricades) as necessary to produce an orderly flow of traffic into and out of the designated pick up area. Lynbrook will be responsible, subject to input from East Rockaway personnel, for controlling traffic flow into and out of school parking lots and grounds from the public roadway and for directing Lynbrook students and staff as necessary to protect their safety and welfare.
7. Lynbrook will be responsible for supervising and monitoring its students and staff members while on East Rockaway property. Release of students to parents or guardians will be supervised and controlled according to, and exclusively by, Lynbrook authorities, in accordance with established Lynbrook procedures.
8. Lynbrook staff members will direct bus loading or egress and the orderly congregation of Lynbrook students on East Rockaway parking lots and grounds.
9. Lynbrook students and staff members shall abide by the East Rockaway Code of Conduct at all times while present on East Rockaway property.
10. Each party agrees to designate an on-site liaison/emergency coordinator to facilitate communication and maintain an orderly implementation of this plan.
11. Lynbrook shall obtain prior approval from the East Rockaway Superintendent of Schools, or designee, before entering East Rockaway parking lots, grounds, or facilities. Access shall not be denied except for good cause.

12. This Agreement is subject to review annually on the anniversary date of its execution and may be terminated by East Rockaway at any time upon written notice to Lynbrook. Additionally, either party may request a review of the Agreement as part of a post emergency re-evaluation upon 30 days notice, and such request shall be made in writing. Neither party may deny a post emergency re-evaluation except for good cause.
13. Lynbrook agrees to defend, hold harmless, and indemnify East Rockaway, its Board of Education, employees, officers, agents, and servants from and against any and all claims, actions, suits, arbitrations, judgments and/or executions, or any other legal liability, including reasonable attorneys' fees, in respect to any negligent act, omission, or intentional misconduct of Lynbrook, its employees, agents, officers, contractors, or assigns during the use of East Rockaway's parking lots, grounds, or facilities.

Agreement for Use of Lynbrook Parking Lots, Grounds, and Facilities

14. In the event it is necessary for East Rockaway to conduct an emergency evacuation of one or more of its school buildings, Lynbrook will authorize the use of certain, parking lots, grounds, and facilities as emergency evacuation, relocation, and/or pick-up sites for students, teachers, and other staff members.
15. Upon commencing an evacuation of a school building, the East Rockaway Superintendent of Schools or designee will communicate the evacuation plan and approximate number of students and staff members subject to emergency evacuation to Lynbrook. The selection of specific Lynbrook facilities for emergency evacuation use will be promptly made by the Lynbrook Superintendent of Schools or designee, and immediately communicated to East Rockaway.
16. Lynbrook will allow East Rockaway school buses and vehicles onto its parking lots and grounds for the purpose of relocating or picking up East Rockaway students during an emergency situation. Lynbrook will permit access by East Rockaway students and staff members to such parking lots, grounds, and indoor shelter facilities if necessary. Lynbrook will permit East Rockaway to plow snow from parking lots, if and as necessary.
17. Lynbrook will allow parents or guardians of East Rockaway students onto its parking lots and grounds, in their vehicles, for the purpose of picking up their children in the event of an emergency evacuation.
18. Lynbrook agrees to reserve its parking lots, grounds, and facilities for use by East Rockaway, as necessary, for the duration of the emergency situation. An emergency situation contemplated by this Agreement will generally be considered resolved when all evacuated/relocated East Rockaway students have been released to the custody of their parents or guardians.

19. Lynbrook will permit East Rockaway to use available traffic control equipment (i.e., traffic cones and/or barricades) as necessary to produce an orderly flow of traffic into and out of the designated pick up area. East Rockaway will be responsible, subject to input from Lynbrook personnel, for controlling traffic flow into and out of school parking lots and grounds from the public roadway and for directing East Rockaway students and staff as necessary to protect their safety and welfare.
20. East Rockaway will be responsible for supervising and monitoring its students and staff members while on Lynbrook property. Release of students to parents or guardians will be supervised and controlled according to, and exclusively by, East Rockaway authorities, in accordance with established East Rockaway procedures.
21. East Rockaway staff members will direct bus loading or egress and the orderly congregation of East Rockaway students on Lynbrook parking lots and grounds.
22. East Rockaway students and staff members shall abide by the Lynbrook Code of Conduct at all times while present on Lynbrook property.
23. Each party agrees to designate an on-site liaison/emergency coordinator to facilitate communication and maintain an orderly implementation of this plan.
24. East Rockaway shall obtain prior approval from the Lynbrook Superintendent of Schools, or designee, before entering Lynbrook parking lots, grounds, or facilities. Access shall not be denied except for good cause.
25. This Agreement is subject to review annually on the anniversary date of its execution and may be terminated by Lynbrook at any time upon written notice to East Rockaway. Additionally, either party may request a review of the Agreement as part of a post emergency re-evaluation upon 30 days notice, and such request shall be made in writing. Neither party may deny a post emergency re-evaluation except for good cause.
26. East Rockaway agrees to defend, hold harmless, and indemnify Lynbrook, its Board of Education, employees, officers, agents, and servants from and against any and all claims, actions, suits, arbitrations, judgments and/or executions, or any other legal liability, including reasonable attorneys' fees, in respect to any negligent act, omission, or intentional misconduct of East Rockaway, its employees, agents, officers, contractors, or assigns during the use of Lynbrook's parking lots, grounds, or facilities.

General Terms and Conditions

27. Nothing contained in this Agreement shall be construed to create an employment or principal-agent relationship, or a partnership or joint venture, between the parties or any officer, employee or agent of either party, nor shall either party have the right, power, or authority to obligate or bind the other party in any manner whatsoever.

28. This Agreement shall be governed by the laws of the State of New York.
29. This Agreement contains all of the terms and conditions agreed upon by the parties hereto in regard to the subject matter hereof, and no other agreement, oral or otherwise, shall be deemed to exist or bind either of the parties hereto or to vary any of the terms and conditions contained herein.

In witness thereof, the Boards of Education of the East Rockaway Union Free School District and the Lynbrook Union Free School District have caused this agreement to be executed by their respective Presidents.

EAST ROCKAWAY UNION FREE SCHOOL DISTRICT

By _____
TBD, President (7/14/22)

LYNBROOK UNION FREE SCHOOL DISTRICT

By _____
William Belmont, President ()



Telephone: 212-820-9620

June 15, 2022

East Rockaway Union Free School District, New York
Bond Counsel Engagement Letter for 2022-2023

Jacqueline Scrio
Assistant Superintendent for Finance & Operations
East Rockaway Union Free School District
443 Ocean Avenue
East Rockaway, New York 11518-1299

Dear Ms. Scrio:

BOND COUNSEL ENGAGEMENT LETTER FOR 2022-2023

This is a Letter of Engagement to retain our services as bond counsel to the East Rockaway Union Free School District (the "School District"), in the County of Nassau, New York, for the school year commencing **July 1, 2022 and ending June 30, 2023**, in relation to the issuance of (i) serial bonds and bond anticipation notes to finance a new capital project, and (ii) tax anticipation notes. Should any other School District financing requirements arise during the 2022-2023 fiscal year, we will supplement this letter.

The services and fees described herein are identical to what we stated in our Bond Counsel Proposal dated August 23, 2021, heretofore submitted to the School District.

SERVICES: Our primary responsibility as Bond Counsel is to render an opinion in connection with each issue of obligations by the School District, which expresses our belief (i) that the obligations have been properly authorized and issued and are valid, (ii) that the essential sources of security for the obligations have been legally provided for and (iii) that interest on the obligations is exempt from federal income taxation. A significant emphasis in discharging these responsibilities is the preparation of a record sufficient to enable us to render our opinion. However, in the process of reaching the point at which we have prepared such a record, we are called upon to perform a number of related functions, which may include the following:

(1) Participation in telephone discussions and conferences with representatives of the School District, and the State, regarding the School District's financing program and requirements, and obtaining copies of any required approvals from the State;

(2) Preparation and delivery of a bond issue time-table/calendar letter for use by the Administration and Board of Education, if requested;

(3) Preparation of all finance authorization documents, including the resolution calling the bond referendum, the legal notice of referendum, and related documents;

(4) Review of affidavits of newspaper publishers with respect to the publication of the official notices of election;

(5) Review of election documents and procedures including:

(a) Review of Resolution appointing officers to act at the Annual or Special District Meeting,

(b) Review of oaths of Inspectors of Election, and

(c) Review of Certificate of Inspectors of Election, and certificate of canvass of the vote;

(6) Preparation of bond resolution to be adopted by the Board of Education after a successful referendum;

(7) Review of affidavits of newspaper publishers with respect to the publication of the summary form of bond resolution;

(8) Participation in conferences and telephone conversations with representatives of the School District, the School District's financial advisor and State Department of Education Office of State Aid with respect to state aid questions;

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

(10) Participation with the School District and its financial advisors in scheduling and structuring each bond and note financing;

(11) Assistance in drafting and review of agreements, forms and underlying documentation relating to the financing;

(12) Review of maturity schedules and official statements prepared by the School District's financial advisor, including:

(a) Review of each proposed maturity schedule for each bond issue to verify compliance with legal requirements,

- (b) Review of the final maturity for each bond issue to verify compliance with legal requirements (i.e. amount of annual installments and adherence to the appropriate period of probable usefulness pursuant to the Local Finance Law),
- (c) Review and modification of, where appropriate, the description of constitutional and statutory requirements and procedures as described in each official statement,
- (d) Review of the overall content of each official statement, and
- (e) Participation in telephone conversations with representatives of the School District with respect to any pending litigation which may need to be disclosed in the official statement;

(13) Preparation and drafting of the Certificate of Determination to be executed by the President of the Board of Education as the chief fiscal officer of the School District, which document authorizes the sale of each issue of bonds or notes, describes and sets forth the terms, forms and details thereof, and makes provision for the School District's continuing disclosure obligations under applicable federal securities laws and/or regulations;

(14) Preparation and drafting of the legal Notice of Sale to be circulated to the investment community in connection with sale of bonds;

(15) Preparation and drafting of a "Summary" legal Notice of Sale, to be published in the School District's official newspaper and "The Bond Buyer;"

(16) Preparation of the form of the bond for each bond sale, and note for each note sale;

(17) Preparation of the draft opinion for each bond and note sale, and the furnishing of same to the credit rating agencies and bond insurance companies, as requested;

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

(19) Review of the draft preliminary official statement;

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

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

(22) Review of the debt statement prepared by the School District with the assistance of the financial advisor and filed with the State Comptroller prior to the sale of each bond issue;

(23) Administrative coordination of meetings and sale arrangements, including attendance at and supervision of all bond and note sales conducted in our offices;

- (24) Preparation, drafting and review of closing papers including:
 - (a) Certificate of Award of the President of the Board of Education,
 - (b) Closing Certificates,
 - (c) School Attorney's Certificate,
 - (d) Certificate of Delivery and Payment,
 - (e) Tax Certificate, and
 - (f) Certificate with Respect to the Official Statement;
- (25) Attending to all necessary Internal Revenue Service issue reporting requirements, as required pursuant to the Internal Revenue Code of 1986, as amended;
- (26) Review of municipal bond insurance policy and related documents provided by bond insurer, in the event a bond or note issue is insured;
- (27) Delivery of securities to The Depository Trust Company in New Jersey to be held in escrow until the closing;
- (28) Preparation of formal and reliance opinions, as well as requested transcripts of proceedings, for delivery to the bond insurer for every bond and note issue which is insured;
- (29) Administrative coordination of bond and note closings with School District, financial advisor, underwriter and the Depository Trust Company;
- (30) Rendering of our final approving legal opinion with respect to each financing;
- (31) Continuous and unlimited communication with the School District throughout the course of each financial transaction; and
- (32) Availability at all times of our skilled and caring team of professionals to assist with any questions or concerns relating directly or indirectly to the transaction.

The scope of our services as Bond Counsel to the School District would also include the examination of applicable law and review of financial and debt statements.

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

FEES. For our customary and usual services as described above, we would propose the following schedule of fees to pertain to obligations issued by the School District in connection with its contemplated financings.

A. Prospective Capital Project

Authorization: We propose to charge a fee ranging from \$3,500 to not to exceed \$7,500 (the precise amount dependent upon several factors, including our time devoted to attending meetings at the School District or elsewhere) for the preparation of all requisite resolutions and legal notices pertaining to the submission of one or more propositions at an Annual or Special District Meeting and the subsequent authorization of financing. Said fee would include customary and usual advice and consultation concerning all pre-referendum matters and preparation of all legal proceedings prerequisite to actual borrowing, all as more particularly described above. In the unfortunate event any proposition(s) for capital projects is unsuccessful at referendum, we would charge a fair and equitable portion of the foregoing fee for services provided through the date of the defeated proposition(s).

Serial Bonds: In connection with the sale of serial bonds to fund such notes, including the preparation of documentation, including the public sale authorization and the legal notice of sale, and for review of the official statement prepared in connection with the public offering of School District securities, we will charge a “*bond sale fee*” of \$5,250, plus a “*per bond fee*” based on the amount of bonds sold at any one time, calculated at the rate of \$1.25 per \$1,000 principal amount of bonds. Said fee will include advice and consultation and all other usual and customary services expected to be rendered in connection with the sale of serial bonds of the School District.

Bond Anticipation Notes: For any renewal bond anticipation notes which are sold pursuant to customary formal public sale procedures, which may require the preparation and circularization of an Official Statement and a Notice of Sale, and corresponding additional documentation and service provided by Bond Counsel, we will charge a fee of \$3,500 plus an amount based upon the dollar amount of bond anticipation notes sold at one time, calculated at the rate of 75¢ per \$1,000 principal amount of notes. In the alternative, a fee of \$750 will apply to bond anticipation notes in amounts of \$1,000,000 or less, sold through an informal negotiation process and not requiring an official statement.

Related Disbursements: The foregoing fees do not include our out-of-pocket disbursements, such as telephone tolls, duplicating, facsimile transmission, postage, FedEx and other delivery service charges, preparation and filing of IRS 8038 Reporting Forms (\$300 for bonds and \$150 for notes), word-processing, and preparation of book-entry securities, the aggregate amount of which is usually nominal, but not subject to precise statement in advance.

We charge \$325 for the initial book-entry instrument for each bond issue (\$225 for the initial instrument for each note issue), and \$25 for each additional bond or note instrument in book-entry format. Such charge includes our costs of security preparation, as well as our services in delivering such securities to The Depository Trust Company (“DTC”) in escrow pending a closing. We charge \$75 per note instrument for notes issued in other than DTC book-entry format. All

services provided by outside vendors (express delivery and messenger service) are billed at actual cost to the Firm.

B. Tax Anticipation Notes.

Supplementing the general outline of services we provide, the following specific services will be provided for the authorization and sale of tax anticipation notes:

(1) participation in telephone conferences and discussions with representatives of the School District regarding the School District’s cash-flow financing requirements, including “sizing” the issue within the limitations of applicable federal and state law; and

(2) drafting of basic authorizing documents for the Board of Education relating to the financing, including the resolution authorizing the issuance of tax anticipation notes and proceedings with respect to the sale of the tax anticipation notes; as well as all telephone discussions with the School District and its representatives, including its financial advisor, preparation or review of the tax anticipation note resolution and all related closing documents, review of the District’s cash-flow schedules and assistance in the preparation of and review of its Official Statement, advice and consultation concerning the foregoing and related matters, preparation and filing of the necessary Internal Revenue Service reporting form, and our final approving legal opinion for delivery to the purchasers of the tax anticipation notes.

Our fees, which include preparation of a tax anticipation note resolution, examination of cash-flow statements, review of official statement and notice of sale drafts, and advice concerning relevant thresholds under the Internal Revenue Code of 1986, as amended, and all other related matters, are computed as follows:

| ISSUE AMOUNT IN DOLLARS | FEE* |
|-------------------------|----------|
| Issues of \$ 1 million | \$ 3,500 |
| Issues of \$ 2 million | \$ 4,000 |
| Issues of \$ 3 million | \$ 4,500 |
| Issues of \$ 4 million | \$ 5,000 |
| Issues of \$ 5 million | \$ 5,500 |

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

** In the event the tax anticipation notes are not sold through a traditional public sale method, requiring preparation and review of an official statement and notice of sale, an amount of \$750 will be deducted from the scheduled fees.*

The fees for tax anticipation note issues are pro-rated to the exact amount of the issue. For example, the fee for a \$4.5 million issue would be \$5,250, calculated by adding \$5,000 (the fee for a \$4 million issue) and \$250 (being ½ of the \$500 incremental fee that would apply to an issue of \$5 million).

Our fees for tax anticipation notes include all of our out of pocket expenses except for the costs relating to the preparation of book-entry securities. We charge \$225 for the initial book-entry instrument for each tax anticipation note issue, and \$25 for each additional instrument. Such charge includes our costs of security preparation, as well as our services in delivering such

securities to The Depository Trust Company (“DTC”) in escrow pending a closing. We charge \$75 per note instrument for notes issued in other than DTC book-entry format.

* * * *

The fees provided herein for serial bonds and bond anticipation notes shall apply to any such bonds and notes issued over a multi-year period, unless and until such fees are modified by mutual consent.

The fees provided herein for tax anticipation notes shall apply to any obligations issued in or on account of the **2022-2023** fiscal year, as well as each successive fiscal year thereafter unless and until such fees are modified by mutual consent.

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

It is our practice to submit a bill for our services rendered in connection with any issue within ten days following a closing.

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

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

With best wishes, I am

Very truly yours,



William J. Jackson

WJJ:af

**APPROVED AND ACCEPTED BY
EAST ROCKAWAY UNION FREE SCHOOL DISTRICT, NEW YORK**

By: _____
(printed name)

President of the Board of Education

Date: _____



Date 06/07/2022

East Rockaway UFSD
443 Ocean Avenue
East Rockaway, New York 11518

Re: **New York Schools Insurance Reciprocal (NYSIR)
Property & Casualty Insurance Quotation**

Dear East Rockaway UFSD,

As requested, we are very pleased to provide you with a property and casualty insurance proposal from the New York Schools Insurance Reciprocal. In addition to the insurance quotation, we have included supplementary information about NYSIR, its risk management program and some of the valuable support services you will receive as a member of NYSIR. These include capital assets appraisal services conducted by CBIZ Valuation Group, and real time driver management provided by License Monitor.

After your review, please contact myself or your NYSIR representative listed below with any questions you may have. We also invite you to correspond with your colleagues at any of the 347 (and counting) New York Public Schools that currently enjoy the benefits of being a NYSIR member, and hear directly from them about their NYSIR experience.

Thank you for considering the New York Schools Insurance Reciprocal for your insurance and risk management needs. We hope that we will hear affirmatively from you soon as to your decision to allow NYSIR to provide the insurances and services quoted here for the 2022 policy year.

Sincerely,

A handwritten signature in black ink that reads "Frederick S. Black".

Frederick S. Black
NYSIR Underwriting Director
cc:

NEW YORK SCHOOLS INSURANCE RECIPROCAL

333 EARLE OVINGTON BOULEVARD | SUITE 905 | UNIONDALE, NEW YORK 11553
1.800.476.9747 | FAX 516.227.2352 | WWW.NYSIR.ORG



INSURANCE PROPOSAL

PREPARED FOR:

East Rockaway UFSD

POLICY PERIOD

07/01/2022 to 07/01/2023

NOTE: DESCRIPTIONS OF COVERAGE IN THIS DOCUMENT HAVE BEEN SIMPLIFIED AND ARE SUBJECT TO THE COVERAGE OFFERED AND THE COMPLETE INSURANCE POLICY TERMS AND CONDITIONS. IN THE EVENT OF A DISCREPANCY BETWEEN THIS PROPOSAL AND THE ACTUAL POLICY OF INSURANCE ISSUED INCLUDING SUBSEQUENT POLICY ENDORSEMENTS, THE COMPLETE INSURANCE POLICY SHALL BE THE GOVERNING DOCUMENT.

THIS QUOTATION IS VALID FOR 60 DAYS BUT NOT PAST THE INCEPTION OF THE PROPOSED POLICY TERM.

A WRITTEN REQUEST FOR ANY OF THE QUOTATIONS PROVIDED HERE MUST BE SENT TO, AND ACKNOWLEDGED AND ACCEPTED BY NYSIR, PRIOR TO THE POLICY INCEPTION DATE.

NYSIR Proposal 07/01/2022 to 07/01/2023

COVERAGE FEATURES

Since its formation by member owners in 1989, NYSIR has distinguished itself by expanding the scope of coverage offered to New York State Public Schools. The following are a few of the key improvements.

NYSIR Special School Policy

General Liability Coverage Section

- **Cyber Liability.** NYSIR provides two separate endorsements, each with their own coverage limits. They are designed to provide protection for claims resulting from a data breach and/or computer attack. The endorsements will respond for your covered expenses related for damage to your computer system, notification expenses to affected individuals in the event of a data breach, data restoration and recreation costs and more. In addition, coverage for defense and settlement costs arising from 3rd party claims related to a data breach and or computer attack is included. These coverages are included automatically without a premium charge with a separate \$250,000 aggregate limit for each coverage section.
- **Sexual Misconduct Declaratory Endorsement.** Some insurance company policies may remain silent on coverage for sexual misconduct claims. The courts have ruled that the standard General Liability policy does not offer protection for deliberate acts of sexual misconduct for either the perpetrator or the entity as employer. The court stated that deliberate acts do not meet the definition of an occurrence under the policy, and thus are not covered. Unless an affirmative policy endorsement provides this important protection, a carrier can disclaim coverage. NYSIR declares the coverage intent by providing an affirmative endorsement on the General Liability policy at no extra cost.
- **Worldwide Protection.** The territory description for the NYSIR General Liability and Excess Liability Policies protection is Worldwide, as long as permissible with the laws of the United States of America. NYSIR's worldwide protection does not contain any policy restriction that the suit must be brought in the United States.
- **Expanded Definition of Insured.** The NYSIR policy definition of "Insureds" includes all employees, student teachers, the school board and its members and authorized volunteers.
- **Policy Aggregate Limits.** NYSIR does not cap the General Aggregate limit or Personal and Advertising Aggregate limit for either the General Liability or Excess Catastrophe Liability Policies.
- **Liability Coverage for District Health Care Service Providers.** Coverage is afforded for bodily injury or personal injury arising out of employees providing or failing to provide professional health care services. This includes nurses, psychologists, physical therapists and others.
- **Broadcasting and Publishing Liability Coverage Enhancement.** Personal and Advertising Injury coverage includes advertising, publishing, broadcasting and telecasting operations or activities sponsored by the Named Insured. There is no exclusion for district operated internet activities.

NYSIR Proposal 07/01/2022 to 07/01/2023

- **Medical Payments.** Medical payments coverage is extended to include "Volunteers" and school board members, when injured while performing duties on behalf of the school district.
- **Watercraft Endorsement.** Automatic general liability coverage for non-motorized watercraft used in district activities such as crew, kayak and sailing clubs.
- **Building Heating, Cooling and Dehumidifying Equipment Exception and a Hostile Fire Exception.** Amends the CGL pollution exclusion to include coverage for "bodily injury" and/or "property damage" under certain circumstances related to building heating cooling and dehumidifying equipment and/or a hostile fire.
- **Limited Pollution Liability.** (Optional coverage at additional cost.) The Limited Pollution Liability Endorsement is intended to protect the district against suits for bodily injury or property damage arising out of exposure to pollutants that have been released from your premises. This coverage does not offer protection for first party clean-up costs associated with pollutants. The form provides a separate \$1,000,000 annual policy Aggregate Limit.

Property Coverage Section

- **Agreed Value Blanket Limit.** The NYSIR property policy provides a blanket limit and agreed value provision. As long as property valuations are kept current, this eliminates any co-insurance penalty being applied on a loss settlement.
- **Replacement Cost.** Both building and business personal property (contents) are valued at the time of loss on a replacement cost basis. There is no depreciation rate applied to the loss, as there would be under a policy based on an actual cash value loss settlement.
- **Covered Property.** Covered property includes all real and business personal property at a schedule location. This includes foundations and other underground property, all out door property including artificial fields, antennae, retaining walls, bridges, fences, walkways and other paved surfaces. There are no sub-limits for property types, no limitations for building glass, no limitations for water damage (other than for the peril of flood) and no exclusion or sublimit for back-up of sewers and drains.
- **Ordinance or Law.** This endorsement is designed to meet ordinance and law requirements imposed after a covered cause of loss. It includes additional coverages for increased costs of construction, demolition and debris removal. Includes costs associated with asbestos clean- up and abatement. There is a combined total limit of insurance for Coverage B and Coverage C of \$5,000,000. This allows the limit of insurance to be applied to either coverage most favorably based on the circumstances of the loss.
- **No Windstorm Deductible.** Only the deductible stated on the policy is applied on a windstorm loss, not a percentage of the building value.
- **Pollution Clean-up.** Provides on premises clean-up of pollutants when there is a specified covered cause of loss to district property. The additional limit of insurance under this coverage extension is \$100,000 per policy year. This applies to loss from all covered perils.

NYSIR Proposal 07/01/2022 to 07/01/2023

- **Non-Stacking Deductibles.** Only one deductible will apply per covered loss when a claim involves multiple property coverages. For example, a fire could result in a claim under both the property and the inland marine coverage lines. A formula is utilized which provides the maximum payment to the policyholder.
- **Green Building Loss Settlement Enhancement.** NYSIR will pay up to an additional ten percent (10%) of the direct physical damage loss payment amount up to a maximum of \$75,000 per loss to replace or restore damaged covered property with equipment and/or materials compliant with the most current LEED (Leadership in Energy and Environmental Design), Energy Star or Green Seal standard in effect on the date of the loss. This additional limit of insurance can also be applied towards the cost of services from accredited green building professionals.
- **Violent Events Coverage.** Provides a limit of \$1,000,000 for extra expense reimbursement after a "violent event". Does not require direct damage to insured property to be triggered.
- **Earthquake & Excess Flood.** (Optional coverage at additional cost.) The standard NYSIR property policy provides a \$25,000 limit with only a \$250 deductible for the peril of flood. The optional excess earthquake and flood endorsement provides a coverage limit of \$1,000,000 for each of the perils of flood and earthquake. This coverage is excess of any coverage available from the National Flood Insurance Program for **any** "A" and/or "V" flood zone.

NYSIR Automobile Policy

- **Replacement Cost for Buses.** When a total loss involving a bus that is 10 years old or newer and comprehensive and collision coverage is carried, NYSIR will pay to replace the damaged vehicle with a comparable bus.
- **Single Deductible Endorsement.** In the event of an incident, (vandalism, collision, etc.) involving two or more vehicles listed on the Schedule of Autos, a single deductible will be applied to the loss settlement, not a per vehicle deductible. The only deductible that will apply to the loss will be the largest deductible carried by any one vehicle that is damaged. Comprehensive and collision coverage must be carried at the time of loss.
- **Automobile Deductible Reimbursement.** This coverage extension provides for a deductible reimbursement of up to a \$1,000 maximum limit per occurrence for physical damage to a private passenger vehicle owned by or leased or rented to a Director, Trustee, Administrator, Employee, School Board Member or authorized volunteer of the Named Insured, when the vehicle is being used in the course of their work on behalf of the school district.

NYSIR Proposal 07/01/2022 to 07/01/2023

NYSIR School Board Legal Liability Policy

- **Employment Practices Liability (EPL).** EPL coverage is also included under the NYSIR School Board Legal Liability policy. This coverage addresses allegations of harassment, hostile workplace claims, failure to promote, wrongful dismissal, and breach of employment contract, among others.
- **One Deductible.** The policy deductible is applied only to an indemnity payment. All covered legal expenses are paid from the first dollar. Some School Board insurers apply deductibles for both defense costs and indemnity payments. With approximately 80% of all school board and employment practice liability claims involving only defense costs, this policy benefit will result in significant savings.
- **Expanded Definition of Insured.** The NYSIR policy definition of "Insureds" includes the School Entity, the Board of Education of the School Entity, all present and former members of the Board of Education, and officers, trustees, employees, student teachers and volunteers.

NYSIR Excess Catastrophe Liability Policy

- **Building Heating, Cooling and Dehumidifying Equipment Exception.** Amends the Excess Catastrophe pollution exclusion to provide coverage for "bodily injury" and/or "property damage" under certain circumstances related to building heating cooling and dehumidifying equipment.
- **Limits of insurance are available up to \$25,000,000 per occurrence.** Provides liability coverage limits above the \$1,000,000 per occurrence limit provided by the NYSIR general liability, automobile liability, and school board legal liability policies.

NYSIR Proposal 07/01/2022 to 07/01/2023

CLAIM PHILOSOPHY

WHY NYSIR DISTRICTS LOOK FORWARD TO THEIR DAY IN COURT

Preparation

Long before a liability suit against a school district reaches the courthouse, a large portion of the real work has already been done. NYSIR has a well-established reputation of fighting frivolous lawsuits. Standing behind the defense of each claim is NYSIR's highly effective risk management program and claims team. This includes utilizing legal counsel specializing in school litigation, and supportive preparation and coordination with school personnel. NYSIR assigns law firms to individual districts with an emphasis on the development of attorney-school relationships that help create efficiencies. This relationship is geared to foster an in-depth understanding of school policies and practices, improved communication, and a real commitment to the school staff, students and community.

Setting the Benchmarks

Before the notice of claim is received, preparation begins. Through active participation in NYSIR's Risk Management Program, certificates of insurance are received, reviewed, modified and approved by the NYSIR team. Schools should not bear the burden of insurance responsibilities that should properly be assumed by others. Identification of potential loss and appropriate risk transfer by NYSIR risk management, underwriting and claims personnel has saved loss dollars for subscriber districts over the past twenty years.

NYSIR has demonstrated its ability to stand up for school district rights. A commitment to active litigation of claims has enabled our attorneys to pursue and win landmark cases, establishing precedents not only for New York Schools, but for other entities that serve the public as well. Not all cases need to proceed through lengthy and costly trials. Our highly successful motions to dismiss actions against districts are cited by lawyers throughout the state when faced with similar claims. We are proud to set a beneficial precedent on behalf of New York public schools.

Some ridiculed the concept of spending funds to take a case to court when a settlement might be initially less costly. NYSIR founding members knew that they wanted to do what was right. If a district has met its obligations to ensure health and safety, then signaling a willingness to settle would only increase the frequency of future litigation.

NYSIR Proposal 07/01/2022 to 07/01/2023

RISK MANAGEMENT PROGRAM

The NYSIR Risk Management Program is school specific – designed to address the loss exposures unique to school districts and BOCES. NYSIR subscribers receive the following services at no charge:

- **Annual Inspections.** A risk assessment of the district's facilities, operations and activities is conducted annually for each subscriber. A report listing practical suggestions for improving subscriber safety and loss control measures is then generated.
- **Special Inspections**
Additional visits to evaluate specific areas (e.g. school security, threat assessments, playground equipment, gymnasiums, fire or life safety situations, athletic exposures, etc.) are scheduled as requested by subscribers.
- **Certificate of Insurance/Contract/Bid Specifications Review**
NYSIR Risk Management helps subscribers reduce the costs of claims by assisting subscribers transfer risk through the use of insurance certificates and indemnification language. These transfers typically involve users of facilities, contractors and transportation companies.
- **Enhanced Risk Transfer Program**
Subscribers benefit from our Enhanced Risk Transfer Program. NYSIR risk management staff will handle the transactions for use of facility and transportation documents until the certificate process is completed - either in compliance with your specifications or NYSIR's standard recommendations.
- **In-District Training**
NYSIR Risk Management staff conducts customized training at subscribers' locations. Popular sessions include playground and cafeteria monitor training, custodial training, risk management for administrators and fire and life safety.
- **Attendance at Subscriber Safety and Security Committees**
NYSIR Risk Management staff attends school safety committees throughout New York State, providing technical assistance, training and resource materials.
- **Risk Management Advisory Services**
Subscribers have unlimited access to NYSIR Risk Management Staff to answer questions or conduct research concerning physical hazards, district activities, procedures, school security, employment practices, transportation, etc.

NYSIR Proposal 07/01/2022 to 07/01/2023

- **NYSIR Regional Seminars**

NYSIR sponsors regional seminars throughout New York State to address current trends and legal issues that create potential loss exposures for public school districts and BOCES.

Topics include:

- Playground Safety
- Athletic Risk Management
- School Security
- Employment Practices Liability
- Social Media Liability
- IT Exposures and Liability
- Sports Management
- Science and Lab Safety
- Risk Transfer
- Boiler and Electrical Safety
- Bullying Prevention

- **NYSIR Web Site**

Subscribers have access to enhanced risk management, safety materials, presentations, sample forms (waivers and releases, permission slips and insurance requirements) and other programs from the "Subscribers Only" portion of the NYSIR website: www.nysir.org

- **Informative Publications**

Subscribers receive "Subscriber only" copies of NYSIR subscriber publications, alerts and bulletins.



TERRORISM INSURANCE DISCLOSURE NOTICE

COMPANY: THE NEW YORK SCHOOLS INSURANCE RECIPROCAL COVERAGE FOR ACTS OF TERRORISM IS INCLUDED IN YOUR ENCLOSED INSURANCE PROPOSAL. YOU SHOULD KNOW THAT, UNDER YOUR PROPOSAL ENCLOSED HEREIN, ANY LOSSES CAUSED BY CERTIFIED ACTS OF TERRORISM WOULD BE PARTIALLY REIMBURSED BY THE UNITED STATES UNDER A FORMULA ESTABLISHED BY THE TERRORISM RISK INSURANCE PROGRAM REAUTHORIZATION ACT OF 2019. UNDER THIS FORMULA, THE UNITED STATES WOULD PAY 80% OF COVERED TERRORISM LOSSES EXCEEDING THE STATUTORILY ESTABLISHED DEDUCTIBLE PAID BY THE INSURANCE COMPANY PROVIDING THE COVERAGE. THE TERRORISM RISK INSURANCE ACT AS AMENDED CONTAINS A \$100 BILLION CAP THAT LIMITS U.S. GOVERNMENT REIMBURSEMENT AS WELL AS INSURERS LIABILITY FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM WHEN THE AMOUNT OF SUCH LOSSES EXCEEDS \$100 BILLION IN ANY ONE CALENDAR YEAR. IF THE AGGREGATE INSURED LOSSES FOR ALL INSURERS EXCEEDS \$100 BILLION, YOUR COVERAGE MAY BE REDUCED.

THE PORTION OF YOUR PROPOSED ANNUAL PREMIUM ATTRIBUTABLE TO COVERAGE FOR ACTS OF TERRORISM IS \$0.

NYSIR Proposal 07/01/2022 to 07/01/2023

Other Quotation Notes and Disclaimer

This quotation may vary from the coverage requested. You must review this proposal and all the related documents included with it carefully.

At the time of this proposal, NYSIR was rated by A.M. Best as "A", Financial Class size VIII. An "A" rating is assigned to insurance companies that have, in the opinion of A.M. Best, an excellent ability to meet their ongoing insurance obligations.

Employee Benefits coverage provided under the General Liability section of the Special School Policy and the School Board Legal Liability policy are written on a claims made basis. There is no coverage for claims arising out of incidents, occurrences or alleged wrongful act(s) which took place prior to the retroactive date stated in each policy. Each policy covers only claims actually made against the Insured and reported to the Company while the policy remains in effect. All coverage under each ceases upon the termination of the policy, except for the automatic basic extended reporting period coverage, unless the Insured purchases supplemental extended reporting period coverage. The length of the automatic basic extended reporting period is ninety (90) days.

Descriptions of coverage in this and other proposal documents have been simplified and are subject to the coverage offered and the complete policy terms and conditions. In the event of a discrepancy between this proposal and the actual policies of insurance issued including subsequent policy endorsements, the complete policy(ies) shall be the governing document. Policy forms are available upon request.

This quotation is valid for 60 days but not past the inception date of the proposed policy term.

A written request for binding any coverage quoted here must be sent to, and acknowledged and accepted by NYSIR, prior to the policy inception date.

The complete policy terms, conditions and exclusionary provisions, as well as the facts of any allegation that could lay raise to a claim under any policy would need to be evaluated in their entirety as respects any coverage determination in an actual claim situation. None of this material amends, or otherwise affects, any provisions or coverage of any insurance policy issued by the New York Schools Insurance Reciprocal. Availability of coverage referenced in this document can depend on underwriting qualifications and state regulations.



A.M Best ratings of the companies quoted

Comprehensive General Liability

New York Schools Insurance Reciprocal, 333 Earle Ovington Blvd., Uniondale, N.Y. 11553
A (Excellent) VIII

Fire and Related Perils

New York Schools Insurance Reciprocal, 333 Earle Ovington Blvd., Uniondale, N.Y. 11553
A (Excellent) VIII

Inland Marine

New York Schools Insurance Reciprocal, 333 Earle Ovington Blvd., Uniondale, N.Y. 11553
A (Excellent) VIII

Boiler and Machinery

New York Schools Insurance Reciprocal, 333 Earle Ovington Blvd., Uniondale, N.Y. 11553
A (Excellent) VIII

Comprehensive Automobile Liability and Physical Damage

New York Schools Insurance Reciprocal, 333 Earle Ovington Blvd., Uniondale, N.Y. 11553
A (Excellent) VIII

School Board Legal Liability

New York Schools Insurance Reciprocal, 333 Earle Ovington Blvd., Uniondale, N.Y. 11553
A (Excellent) VIII

Excess Catastrophe Liability

New York Schools Insurance Reciprocal, 333 Earle Ovington Blvd., Uniondale, N.Y. 11553
A (Excellent) VIII

Optional Coverage

Commercial Crime

Travelers Insurance Company, 1 Park Place, Suite 301, Albany, NY 12205
A++ (Excellent) XV

NYSIR Summary of Insurance Limits

| Policies and Coverage | Limit Per Occurrence | Aggregate Limit | Deductible |
|--|----------------------|-----------------|-------------|
| Commercial Property | | | |
| Building & Contents (Total Insured Value) | \$74,789,713 | | \$5,000 |
| Extra Expense (Including Loss of Income) | See Note #1 | | See Note #2 |
| Ordinance or Law (Coverage A) | See Note #3 | | |
| Ordinance or Law (Combined Coverage Limit B&C) | \$5,000,000 | | |
| Pollution Cleanup and Removal | \$100,000 | \$100,000 | |
| Property in Transit | \$100,000 | | |
| Exterior Signs | \$50,000 | | \$250 |
| Valuable Papers | \$50,000 | | |
| Accounts Receivable | \$50,000 | | |
| Primary Flood Coverage | \$25,000 | \$25,000 | \$250 |
| Backup of Sewers & Drains | Included | | |
| Earthquake | \$1,000,000 | \$1,000,000 | \$25,000 |
| Excess Flood | \$1,000,000 | \$1,000,000 | See Note #4 |
| Schools Inland Marine | | | |
| Other (Standard) | \$10,460 | | \$250 |
| Mobile Equipment | \$6,500 | | \$250 |
| EDP Equipment (Incl. Software) | \$48,275.90 | | \$250 |
| EDP Equipment (Incl. Software) | \$57,765 | | \$250 |
| Misc. Property | \$898,800 | | \$250 |
| Building and Grounds Equipment | \$1,200 | | \$250 |
| Building and Grounds Equipment | \$1,500 | | \$250 |
| EDP Equipment (Incl. Software) | \$100,762 | | \$250 |
| EDP Equipment (Incl. Software) | \$682,250 | | \$250 |
| Boiler & Machinery | | | |
| Equipment Breakdown (See Note #5) | \$100,000,000 | | \$1,000 |
| Combined Loss of Income & Extra Expense | \$5,000,000 | | |
| Computer Equipment | Included | | |
| Data Restoration | \$1,000,000 | | |
| Spoilage | \$1,000,000 | | |
| Service Interruption | \$1,000,000 | | 24 Hours |
| Commercial General Liability | | | |
| Bodily Injury / Property Damage | \$1,000,000 | Unlimited | \$0 |
| Products Completed Operations | \$1,000,000 | \$1,000,000 | |
| Personal Injury & Advertising Injury | \$1,000,000 | Unlimited | |
| Fire Damage Legal Liability | \$1,000,000 | Unlimited | |
| Medical Expense - Per Person | \$10,000 | | |
| Employee Benefits Liability | \$1,000,000 | \$3,000,000 | \$1,000 |
| New York CyberOne Coverage | \$1,000,000 | \$1,000,000 | \$10,000 |
| New York Data Compromise Coverage | \$1,000,000 | \$1,000,000 | \$10,000 |
| Limited Pollution Liability Extension | \$1,000,000 | \$1,000,000 | |
| PTA/PTO Liability | | | |
| Student Professional Liability | | | |

NYSIR Summary of Insurance Limits

| Policies and Coverage | Limit Per Occurrence | Aggregate Limit | Deductible |
|--|-----------------------------|------------------------|-------------------|
| School Business Automobile Policy | | | |
| Combined Bodily Injury / Property Damage Liability | \$1,000,000 | | |
| Personal Injury Protection | \$50,000 | | |
| OBEL | 0 | | |
| Medical Payments | \$5,000 | | |
| Supplementary Uninsured Motorists | \$50,000 | | |
| Garage Liability | \$1,000,000 | | |
| Garagekeepers Liability | \$80,000 | | |
| Non-Ownership Liability | \$1,000,000 | | |
| Hired Auto Liability | \$1,000,000 | | |
| Comprehensive Coverage | Per Schedule | | Per Schedule |
| Collision Coverage | Per Schedule | | Per Schedule |
| Full Glass Coverage (Private Passenger Vehicles) | | | |
| Rental Reimbursement | Per Schedule | | Per Schedule |
| Towing (Per Disablement) | Per Schedule | | Per Schedule |
| Hired Autos Physical Damage | \$40,000 | | \$250 |
| School Board Legal Liability Policy (See Note #6) | \$1,000,000 | \$3,000,000 | \$10,000 |
| Education Excess Catastrophe Liability Policy | \$25,000,000 | See Note # 7 | |

Quote Notes and Additional Information

Note #1: Limit Per Occurrence is the actual loss sustained within policy limit or applicable sublimits.

Note #2: No waiting period deductible.

Note #3 Ordinance or Law Coverage A limit is 110% of the applicable building limit.

Note #4: Any available National Flood Insurance Program (NFIP) limits will be applied as the deductible for any location in a flood zone designated as any "A" and/or any "V" in accordance with the Federal Emergency Management Agency (FEMA) Flood Insurance Rating Map (FIRM) applicable at the time of loss.

Note #5 \$5,000 deductible applies for Electrical Generating Equipment.

Note #6 Includes Employment Practices Liability. Deductible does not apply to claim expenses.

Note #7: Aggregate Limit for Excess Catastrophe Liability policy is Unlimited except for School Board Legal Liability. The School Board Legal Liability Aggregate is equal to the Occurrence Limit. This policy provides additional limits of insurance above NYSIR scheduled underlying liability policy limits.

Employee Benefits, New York CyberOne and New York Data Compromise coverage provided under the General Liability section of the Special School Policy and the School Board Legal Liability policy are written on a claims made basis. There is no coverage for claims arising out of incidents, occurrences or alleged wrongful act(s) which took place prior to the retroactive date stated in each policy. Each policy covers only claims actually made against the Insured and reported to the Company while the policy remains in effect. All coverage under each ceases upon the termination of the policy, except for the automatic basic extended reporting period coverage, unless the Insured purchases supplemental extended reporting period coverage. The length of the automatic basic extended reporting period is ninety (90) days.

NOTE: DESCRIPTIONS OF COVERAGE IN THIS PROPOSAL HAVE BEEN SIMPLIFIED AND ARE SUBJECT TO THE COVERAGE OFFERED AND THE COMPLETE INSURANCE POLICY TERMS AND CONDITIONS. IN THE EVENT OF A DISCREPANCY BETWEEN THIS PROPOSAL AND THE ACTUAL POLICIES OF INSURANCE ISSUED, THE INSURANCE POLICIES SHALL BE THE GOVERNING DOCUMENTS.

NYSIR Premium Summary

| Policies and Coverage | Effective Date | Expiration Date | Premium |
|--------------------------------------|----------------|-----------------|-----------|
| Special School Package Policy | 07/01/2022 | 07/01/2023 | |
| Commercial Property | | | |
| Fire & Allied Lines | | | \$88,000 |
| Earthquake & Excess Flood | | | \$7,479 |
| Inland Marine | | | \$3,702 |
| Boiler & Machinery | | | \$4,155 |
| General Liability | | | \$58,271 |
| Commercial Automobile | 07/01/2022 | 07/01/2023 | \$16,431 |
| School Board Legal Liability | 07/01/2022 | 07/01/2023 | \$16,715 |
| Excess Catastrophe Liability | 07/01/2022 | 07/01/2023 | \$37,569 |
| TOTAL NYSIR PREMIUM | | | \$232,322 |
| TOTAL SUBSCRIBER PREMIUM | | | \$232,322 |
| MVR FEES | | | \$140 |

THIS IS NOT AN INVOICE



**Re: New York Schools Insurance Reciprocal
A Cooperative Effort**

As you look ahead to the 2022 school year, we want to tell you of our commitment to our Subscribers in providing cost effective insurance and risk management services. Perhaps some of this information would be valuable to your Board of Education as you work with them on your fiscal plan.

A brief background

The New York Schools Insurance Reciprocal (NYSIR) was formed in 1989 to provide Property and Casualty insurance for eligible New York State Public Schools. It began as a response to insurance market conditions that saw insurance carriers dramatically increase rates and/or reduce coverage and limits of insurance. In some cases, they exited this class of business in New York entirely. Various carriers continued to enter and exit the market over the years, depending on company and shareholder revenue goals. NYSIR has been solely focused on New York public schools continuously since its inception.

What is NYSIR?

NYSIR is a not-for-profit insurance company owned by its members-New York Public School Districts. Its Board of Directors is made up of school business leaders like yourselves. NYSIR is a New York State licensed and filed insurance company. That means the NYSIR rates and policy forms must be approved by New York State each time any changes are made. The New York State Department of Financial Services staff is very rigorous in their review and approval process. They consider everything from actuarial methods, losses and loss trends, industry data vs. company data, impact of rate changes on specific risk classes, etc., to ensure that the rates charged are fair and equitably balanced with exposure and loss history. The New York State Department of Financial Services also conducts triennial audits of NYSIR, as it does for every insurance carrier filed to do business in New York State. The results of those audits have always been positive.

Is NYSIR adequately capitalized?

NYSIR has added to its surplus over the past several years. This speaks to its sound underwriting (risk evaluation and pricing), claims reserving and investment practices. NYSIR utilizes the services of highly respected firms such as Willis Towers Watson for independent actuarial and related work. NYSIR also has only "A" rated reinsurance companies (insurance companies that share some of the risk of loss for other insurance companies) supporting it. They have over 25 domestic and international reinsurance companies on the reinsurance program to reduce exposure to any one company, domicile or event.

NEW YORK SCHOOLS INSURANCE RECIPROCAL

333 EARLE OVINGTON BOULEVARD | SUITE 905 | UNIONDALE, NEW YORK 11553
1.800.476.9747 | FAX 516.227.2352 | WWW.NYSIR.ORG

In order to earn an industry rating, NYSIR is subject to an annual review by A.M. Best, a leading independent financial rating organization. In a difficult period for the industry, where the financial ratings of insurance companies may be downgraded, NYSIR continues to maintain its "A" "Excellent" rating from A.M. Best. This means, in their opinion, that NYSIR has "an excellent ability to meet their ongoing insurance obligations".

What about NYSIR's claims service and payment?

The true test of any insurance company for customer satisfaction is its claim handling and expense and indemnity payments made on behalf of their policyholders. NYSIR has handled over 15,000 claims for its members in the past five years alone. Since 1989, to our knowledge, no NYSIR member has left NYSIR because of dissatisfaction with how a claim was resolved. Speaking to NYSIR's claims paying ability, we have paid individual Subscriber claims in excess of 19 million dollars (fire damage) and single event claims (storm damage) involving multiple Subscribers, of nearly 40 million dollars. Cumulatively, NYSIR has paid and/or reserved over 900 million dollars in indemnity, defense and claims investigation expenses since 1989.

Incidentally, the Subscriber who sustained the 19-million-dollar fire loss had all their NYSIR policies renewed the next policy year, without any limitations. Many other insurance companies may not have offered renewal policies for any price or coverage terms.

Is NYSIR the right choice for your district?

As you evaluate your insurance options for the coming fiscal year, please take a few minutes to review the enclosures about NYSIR and the related benefits it provides that supplement its policy terms, claims service and secure financial standing. In addition to NYSIR paying for a CBIZ Asset Valuation appraisal and the License Monitor Services available to your Transportation Director, there is a section about policy coverages developed specifically for schools. You should know that many of these policy enhancements came about as a direct result of discussions with Subscribers about how better to serve them. This is another advantage of participating as a member and owner of NYSIR. We continue to welcome any and all of your suggestions.

Moving Forward

The Reciprocal has grown from 54 owner Subscribers in 1989 to its current membership of 347. It includes public schools in nearly 50 counties across the state. Our mission and focus remains the same as it has always been; to provide a stable, continuous and financially secure insurance market for qualifying New York State public schools. Thank you for considering the New York Schools Insurance Reciprocal for your insurance and risk management needs.

NEW YORK SCHOOLS INSURANCE RECIPROCAL

333 EARLE OVINGTON BOULEVARD | SUITE 905 | UNIONDALE, NEW YORK 11553
1.800.476.9747 | FAX 516.227.2352 | WWW.NYSIR.ORG

East Rockaway UFSD
 443 Ocean Avenue
 East Rockaway, NY 11518



Policy Number: SSP ERK 001

Effective Date: 07/01/2022

Expiration Date: 07/01/2023

NYSIR SCHEDULE OF VEHICLES

| Seq.# | Vehicle Key | Class | Year | Make | Model | VIN | Full Glass | Rent Reimb | Tow Labo | Cost New | Comp Ded. | Coll Ded. | Annual Premium |
|--|-------------|-------|------|--------------|-------------------|-------------------|------------|------------|----------|-----------|-----------|-----------|----------------|
| Garage Location: 1 1: 443 Ocean Avenue, East Rockaway, NY | | | | | | | | | | | | | |
| 1 | 1 | 06184 | 2003 | Freightliner | BUS | 4UZAAXAKX3CK93611 | No | No | No | \$69,552 | 100 | 100 | \$818 |
| 2 | 2 | 06182 | 2001 | GMC | BUS | 1GBJG31F311205260 | No | No | No | \$42,376 | 100 | 100 | \$590 |
| 3 | 3 | 06182 | 2002 | CHEVY | BUS | 1GBHG31F021237558 | No | No | No | \$40,134 | 100 | 100 | \$590 |
| 4 | 4 | 06181 | 2004 | CHEVY | TAHOE | 1GNFK13Z24J289549 | No | No | No | \$31,392 | 100 | 100 | \$490 |
| 5 | 5 | 01499 | 2006 | FORD | VAN | 1FTRE14W46DA52844 | No | No | No | \$12,725 | 100 | 100 | \$1,548 |
| 6 | 6 | 01499 | 2012 | FORD | F350 Super Pickup | 1FTRF3B67CEA36543 | No | No | No | \$30,000 | 100 | 100 | \$1,704 |
| 7 | 7 | 01499 | 2012 | FORD | F350 4X4 | 1FTRF3B60CEB36502 | No | No | No | \$30,000 | 100 | 100 | \$1,704 |
| 8 | 8 | 07201 | 2013 | CHEVY | IMPALA | 2G1WA5E36D1164505 | No | Yes | Yes | \$20,294 | 100 | 100 | \$2,014 |
| 9 | 9 | 01499 | 2012 | FORD | F350 4X4 | 1FTRF3B69CEB56537 | No | No | No | \$30,000 | 100 | 100 | \$1,704 |
| 10 | 10 | 01499 | 2013 | CHEVROLET | SILVERADO | 1GB3KZCG4DF179445 | No | No | No | \$30,000 | 100 | 100 | \$1,704 |
| 11 | 11 | 07906 | 2012 | JOHN DEERE | TRACTOR | 1LV5085MECJ444058 | No | No | No | \$65,000 | 100 | 100 | \$804 |
| 12 | 12 | 07906 | 2007 | JOHN DEERE | TRACTOR | LV2305H325639 | No | No | No | \$19,098 | 100 | 100 | \$527 |
| 13 | 13 | 06183 | 2018 | CHEVROLET | BUS | 1HA6GUBG8JN006779 | No | No | No | \$56,772 | 100 | 100 | \$671 |
| 14 | 14 | 06183 | 2023 | BLUE BIRD | BUS | 1BAKFCJA2PF387877 | No | No | No | \$101,831 | 100 | 100 | \$958 |

New York Schools Insurance Reciprocal SCHEDULE OF INLAND MARINE

Please sign and date the form.

Signature of District Administrator: _____ Date: _____

| Category | Item | Coverage Limit | Deductible |
|--------------------------------|---|------------------------------|----------------|
| Misc. Property | | \$898,800 | \$250 |
| EDP Equipment (Incl. Software) | | \$682,250 | \$250 |
| EDP Equipment (Incl. Software) | 155 Dell OptiPlex 3050 SFF Computer Sta | \$100,762 | \$250 |
| Mobile Equipment | | \$6,500 | \$250 |
| Other (Standard) | 5 AED's | \$10,460 | \$250 |
| EDP Equipment (Incl. Software) | Project #7-671731/70 Dell Workstations | \$57,765 | \$250 |
| EDP Equipment (Incl. Software) | Project #8-719361 | \$48,276 | \$250 |
| Building and Grounds Equipment | Mini Excavator | \$1,500 | \$250 |
| Building and Grounds Equipment | Skid Steer Loader | \$1,200 | \$250 |
| | | Total Annual Premium: | \$3,702 |

New York Schools Insurance Reciprocal STATEMENT OF VALUES

TIV @ 90% \$74,789,713

New York Schools Insurance Reciprocal STATEMENT OF VALUES

TIV @ 90% \$74,789,713



School Insurance Checklist

IMPORTANT COVERAGE AND RISK MANAGEMENT CONSIDERATIONS

Which affects your bottom line more? The price of insurance... or the cost of an uncovered claim, a damaged reputation and operational losses?

NYSIR Special School Policy (Commercial General Liability Section)

Other Policy

- No General Aggregate Limit of Insurance
- Sexual Misconduct Coverage with no Aggregate Limit
- No Communicable Disease or Pandemic Exclusion.
- Expanded Definition of Insured. Includes all employees, student teachers, the school board and its members and authorized "volunteers".
- Cyber Liability-Provides Computer Attack and Network Security Liability due to a cyber-attack.
- Cyber Liability-Provides Response Expenses and Defense and Liability after a cyber breach.
- Liability coverage for Unmanned Aviation Systems (Drones).
- Medical Payments coverage for Volunteers and School Board Members.

NYSIR Special School Policy (Property Section)

- Agreed Value at the Blanket Limit of Insurance
- Replacement Cost for both Buildings and Business Personal Property.
Covered property includes foundations and other underground property, all outdoor property including artificial fields, antennae, retaining walls, bridges, fences, walkways and other paved surfaces. No sub-limits apply to this property
- Full Blanket Limits apply for covered Water Damage claims - NO endorsement containing a sublimit applies
- Full Blanket Limits apply for covered Backup of Sewers and Drains (not flood related) claims - NO restrictive endorsement containing a sublimit applies
- Ordinance or Law \$5,000,000 combined Coverage A and Coverage B limit, includes costs associated with asbestos clean-up and abatement.
- No policy exclusion or additional premium charged for property damage caused by Certified Acts of Terrorism.
- Pollution Clean-up - provides on premises clean-up of pollutants when there is a covered cause of loss to district property
- Violent Events Coverage - provides a limit of \$1,000,000 for extra expense reimbursement after a "violent event". It does not require direct damage to insured property to be activated.
- Green Building Loss Settlement Enhancement - NYSIR will pay up to an additional ten percent (10%) of the direct physical damage loss payment amount up to a maximum of \$75,000 per loss to replace or restore damaged covered property with equipment and/or materials compliant with the most current LEED, Energy Star or Green Seal standard.
- Flood Coverage \$25,000 limit, \$250 Deductible Included, no Flood Zone restriction

OPTIONAL: An available earthquake and excess flood endorsement provides a coverage limit of \$1,000,000 for each of the perils of flood and earthquake. The flood coverage is excess of any coverage available from the National Flood Insurance Program for any "A" and/or "V" flood zone. The excess flood endorsement also provides additional coverage for loss avoidance and mitigation efforts and for debris removal even if there is no direct damage to your premises

This is a general summary of some insurance policy features. Please refer to the actual policy forms for specific policy wording. The complete policy terms, conditions and exclusionary provisions, as well as the facts of any allegation that could lay raise to a claim under any insurance policy would need to be evaluated in their entirety as respects any coverage determination in an actual claim situation.



School Insurance Checklist, *continued*

NYSIR Special School Policy (Inland Marine Section)

- Replacement Cost Valuation - covered property is valued at the time of loss on a replacement cost basis
- Flood is a covered cause of loss for each and all of the inland marine property categories scheduled/listed
- Automatic 60-day coverage for short term rental/lease of equipment up to a \$100,000 limit

NYSIR Special School Policy (Equipment Breakdown Section)

- Covered property follows the same definition of the property policy, including underground power equipment and cables
- Includes coverage for electronic circuitry impairment when direct damage to the covered equipment is not visible
- Jurisdictional inspections of pressure vessels included

NYSIR School Board Legal Liability Policy

- One Deductible - the policy deductible is applied only to an indemnity payment; all covered legal expenses are paid from the first dollar
- Employment Practices Liability (EPL) - this coverage addresses allegations of harassment, hostile workplace claims, failure to promote, wrongful dismissal, and breach of employment contract
- Unpaid salary, benefits and wages are included in the definition of "Damages" with no sublimit.
- Affirmatively provides coverage for Special Education claims when suit is filed in a Federal Court and allegations include discrimination and/or civil rights violations
- Expanded Definition of Insured - the NYSIR policy definition of "Insureds" includes the School Entity, the Board of Education of the School Entity, all present and former members of the Board of Education, and all officers, trustees, employees, student teachers and volunteers

NYSIR Commercial Auto Policy

- Replacement Cost for Buses - when a total loss involving a bus that is 10 years old or newer and comprehensive and collision coverage is carried, NYSIR will pay to replace the damaged vehicle with a comparable bus
- Single Deductible Endorsement - in the event of a covered incident (vandalism, fire, collision, etc.) involving two or more vehicles listed on the Schedule of Autos, a single deductible will be applied to the loss settlement, not a per vehicle deductible. Comprehensive and collision coverage must be carried at the time of loss.
- Non-owned and Hired coverage included
- Automobile Deductible Reimbursement - this coverage extension provides for a deductible reimbursement of up to a \$1,000 maximum limit per occurrence for physical damage to a private passenger vehicle owned by or leased or rented to a Director, Trustee, Administrator, Employee, School Board Member or authorized volunteer of the Named Insured, when the vehicle is being used in the course of their work on behalf of the school district.

This is a general summary of some insurance policy features. Please refer to the actual policy forms for specific policy wording. The complete policy terms, conditions and exclusionary provisions, as well as the facts of any allegation that could lay raise to a claim under any insurance policy would need to be evaluated in their entirety as respects any coverage determination in an actual claim situation.



School Insurance Checklist, *continued*

Garage / Garagekeeper's Policy

- Automatic inclusion of Garage Liability and Garagekeeper's comprehensive and collision coverage for vehicles of others in the care, custody and control of the NYSIR Insured District/BOCES

NYSIR Excess Catastrophe Liability Policy

- Limits of insurance are available up to \$25,000,000 per occurrence/per claim. Increased liability coverage limits above the \$1,000,000 per occurrence limit provided under the NYSIR Commercial General Liability, Automobile Liability, and School Board Legal Liability policies.
- No General Aggregate limit or Personal and Advertising Aggregate limit
- Covered Sexual Misconduct claims are included for full policy limits.

Commercial Crime Program Underwritten by Travelers Casualty and Surety Company of America Current A.M. Best Rating is A++ XV

- Coverage for Faithful Performance of Duty
- Automatic coverage for Claims Auditor, Internal Auditor, and Internal Claims Auditor.
- Interim School Officers and Officials included as Employees for Employee Theft
- No policy aggregate limit
- Includes Social Engineering Fraud, \$100,000 limit, with no policy "call back" provision
- Includes Telecommunications Fraud, \$100,000 per Loss Limit
- Limits of insurance for Employee Dishonesty, Computer Fraud and Funds Transfer Fraud are available up to \$5,000,000

Risk Management and Other Services

Other Company

(The following should be considered when evaluating your insurance program)

- In addition to coverage enhancements and stable premiums, the NYSIR Risk Management Services have a variety of on-site and web based programs to help our members. NYSIR also makes available to all Subscribers, and pays for, crisis management services, fixed asset valuations through CBIZ, Inc., real-time driver monitoring by License Monitor, Inc. and help with managing pre- and post-concussion protocols through a partnership with ImPact.
- Risk Transfer Program - This free service benefit, available to all NYSIR members, provides you with a review of Insurance Requirements, Certificates of Insurance and Additional Insured status guidelines

This is a general summary of some insurance policy features. Please refer to the actual policy forms for specific policy wording. The complete policy terms, conditions and exclusionary provisions, as well as the facts of any allegation that could lay raise to a claim under any insurance policy would need to be evaluated in their entirety as respects any coverage determination in an actual claim situation.



School Insurance Checklist, *continued*

NYSIR Checkmarks

Other Company

- It is not the price of insurance, but the cost of an uncovered claim, damaged reputation and/or lost operational capability that can really hurt your bottom line.

NYSIR Financial Strength

Other Company

- A.M. Best #: 010807 NAIC #: 34843 FEIN #: 112971880
 Current Rating: A (Excellent)
 Financial Size Category: VIII (\$100 Million to \$250 Million)
 Outlook: Negative
 Action: Affirmed
 Effective Date: May 12, 2021 | Initial Rating Date: June 03, 1996

Total Checkmarks: NYSIR

Total Checkmarks: Other

49



This is a general summary of some insurance policy features. Please refer to the actual policy forms for specific policy wording. The complete policy terms, conditions and exclusionary provisions, as well as the facts of any allegation that could lay raise to a claim under any insurance policy would need to be evaluated in their entirety as respects any coverage determination in an actual claim situation.



Setting a course for excellence

EAST ROCKAWAY SCHOOL DISTRICT

Superintendent of Schools
Lisa J. Ruiz

James Daly
Director of Facilities & Operations
443 Ocean Avenue • East Rockaway, NY 11518-1299
(516) 887-8300 1x546 • Fax (516) 887-8347

June 24, 2022

Village of East Rockaway
Department of Public Works
PO Box 189
East Rockaway, NY 11518

Dear Mr. Conklin,

This letter is to confirm that the Village of East Rockaway, will automatically maintain, as stated in the original contract, the existing trash removal purchasing agreement with the East Rockaway School District for the period of July 1, 2022 through June 30, 2023.

Yours truly,

James Daly
Director of Facilities and Operations
East Rockaway School District

(Village of East Rockaway Representative)

7/7/2022
(Date)

(ERS BoE Representative)

(Date)



Setting a course for excellence

EAST ROCKAWAY SCHOOL DISTRICT

Superintendent of Schools
Lisa J. Ruiz

James Daly
Director of Facilities & Operations
443 Ocean Avenue • East Rockaway, NY 11518-1299
(516) 887-8300 1x546 • Fax (516) 887-8347

June 24, 2022

Village of Lynbrook
Department of Public Works
548 Merrick Road
Lynbrook, NY 11563

Dear Mr. Healey,

This letter is to confirm that the Village of Lynbrook will automatically maintain, as stated in the original contract, the existing fuel purchasing agreement with the East Rockaway School District for the period of July 1, 2022 through June 30, 2023.

Yours truly,

James Daly
Director of Facilities and Operations
East Rockaway School District

(Village of Lynbrook Representative)

6/24/2022 (Date)

(ERS BoE Representative)

(Date)

STANDARD EDUCATION AGREEMENT

Agreement made this 21st day of June 2022 by and between The Devereux Foundation dba Devereux Advanced Behavioral Health ("Devereux"), a Pennsylvania nonprofit corporation with its principal place of business at 2012 Renaissance Blvd, King of Prussia, PA 19406 for its

Children's IDD Services, and

East Rockaway Union Free School District (Agency), which has its

principal place of business at 443 Ocean Avenue, East Rockaway, NY 11518.

Whereas, Agency has determined that Devereux is able to meet the special educational needs of individuals for which Agency is obligated to provide services/funding, and

Whereas, Agency desires to place Student (Individual) at Devereux, and

Whereas, Agency represents that the parent(s) or guardian of the Individual has agreed that Devereux is able to meet the needs of the Individual,

Now, therefore, in consideration of the terms hereinafter set forth, and with intent to be legally bound, the parties agree as follows:

1. Devereux Services - Devereux will provide to the Individual education, basic psychiatric intervention, psychological services, and related services as called for in the Individual's individual educational plan.
2. Term and Renewal - This agreement shall be for the period from 7/1/2022 to 6/30/2023 unless terminated earlier due to discharge of the student or the transfer of payment responsibility to an alternative agency.
3. Payment of Fees - In consideration for Devereux's provision of services as set forth above, Agency shall pay to Devereux as described in Attachment A, Services and Fees, which is attached hereto and incorporated herein, beginning on the date of admission. The parties expressly agree that Education Day includes all days of excused/authorized absences as well as unauthorized absences as detailed in section 15, below. If the Individual is admitted or discharged during a payment period, the fee shall be prorated. Payment is due not later than 30 calendar days from the date of invoice. Late payments are subject to a finance charge equal to one percent per month on the unpaid balance, or the highest rate allowed by law, whichever is lower. Unless otherwise set forth herein, the fee does not cover, and Devereux shall not be responsible for the Individual's medical, dental or pharmacy expenses, medical insurance premiums, clothing expenses, transportation to and from Devereux and other expenses generally considered as personal to an individual.
4. Reports to Agency - Upon request Devereux shall provide evidence of approval of its programs, together with a description of the programs and the types of Individuals served, including instructions and special services to be provided to the Individual. Devereux shall

provide such additional information reports, as the Agency may reasonably require to be kept informed of the Individual's progress, including quarterly reports on forms provided by Agency and appropriate updated psychological, social and educational evaluations on or before June 1 of each year. Devereux shall immediately notify Agency in the event that Devereux's license or certificate to operate is revoked or suspended.

5. Visitation - Agency or its agents or employees and the parent or guardian shall have the right to visit and observe Devereux's program and facilities at any reasonable time and to meet with the staff of Devereux who are working with the Individual.
6. Termination - Either party may terminate this agreement upon thirty (30) days written notice to the other party. In the event of termination, the Agency shall pay for, and Devereux shall provide, services to the date of termination. Agency shall be responsible to remove the Individual as of any termination date. In the event Devereux loses its approval to operate the Individual's program, this agreement shall terminate immediately, provided that Agency shall pay the reasonable cost of the Individual's maintenance at Devereux until the Individual's departure.
7. Indemnification - Each party hereby agrees to indemnify, defend and save the other party harmless from and against any and all claims, suits, actions, damages, judgments, liabilities, fines, penalties and expenses, including reasonable attorney's fees and litigation costs, arising out of the indemnifying party's intentional or negligent acts or omissions. This provision shall survive any expiration, termination or non-renewal of this Agreement.
8. Modification - No modification of this agreement shall be effective unless in writing and signed by the parties hereto. No forbearance to enforce any provisions of this agreement, or waiver of any breach hereof, shall be deemed a waiver of any other provision of right hereunder or any subsequent breach of default.
9. Severability - If any provision of this agreement shall be deemed to be void or invalid in law or otherwise, then only that provision shall be stricken from this agreement, and in all other respects this agreement shall be valid and continue in full force and effect.
10. Entire Understanding - This agreement constitutes the entire understanding between the parties as to the matters contained herein and there are no terms, covenants, conditions, representations, warranties or agreements expressed or implied, oral or written of any nature whatsoever other than as herein contained.
11. Headings; Plurals; Gender - Headings are inserted solely for the convenience of reference and shall not constitute part of this agreement nor shall they affect its meaning, construction or effect. The use of the singular shall, if there is more than one person similarly affected, include the plural; and the use of the masculine gender shall include the feminine where applicable.
12. Notices - All notices hereunder shall be sufficient only if given in writing by certified mail, return receipt requested, to the address above set forth, or by personal delivery.
13. Devereux Financial Records - Agency understands that Devereux is a unique provider that operates multiple programs in various states. Agency recognizes that Devereux will keep its books and records in its customary format, in accordance with generally accepted

accounting principles, and that such books and records shall reasonably reflect revenues, expenses, assets, liabilities, fund balance, cash disbursements, cash receipts, population, and enrollment, as applicable. Agency shall utilize standard Devereux reports and records so long as these reasonably reflect the information necessary to verify the nature and extent of services rendered under this agreement. Devereux will retain books and records for a period of 4 years following the expiration of this agreement.

14. Compliance with Laws and Regulations - Devereux shall comply with all applicable federal, state laws and regulations of the state where the Devereux facility providing services under this Agreement is located. Devereux will use its best efforts to comply with those applicable laws and regulations of the Agency's state of which Devereux has been notified in writing.
15. Unauthorized Absences - Agency shall pay Devereux for the first 5 days of an unauthorized absence of a Individual from the Devereux facility.
16. Non-Discrimination - Devereux will not discriminate in its employment practices or in its admission decisions based on race, color, nationality, ethnic origin, creed, sex or disability.
17. Insurance - In accordance with its usual practices, Devereux agrees to maintain worker's compensation, professional liability, comprehensive general liability and automobile liability insurance or coverage. Devereux will provide proof of coverage to Agency upon request.
18. Independent Contractor Status - The relationship of the parties shall at all times be that of independent contractors and not as employer-employee.
19. Confidentiality - The parties shall protect the confidentiality of all Individual information in accordance with applicable federal and state laws.
20. Assignment - Devereux will not assign, transfer or delegate any of its duties or rights hereunder without the prior written approval of the Agency.
21. Approvals - The undersigned individuals certify and represent that all necessary approvals or authorizations have been obtained from their respective organizations and that they are authorized to sign this agreement on behalf of their organization.
22. Dispute Resolution - Any dispute or claim arising out of or relating to this agreement or breach thereof or the relationship between Devereux and Agency shall be settled as follows:
 - A. First, for a period of thirty (30) days, the parties shall engage in good faith negotiations to privately resolve the dispute or claim;
 - B. Second, should good faith negotiations as detailed in 22.A fail, the parties shall engage in non-binding mediation to resolve the dispute or claim. The parties shall jointly agree on the mediator and shall share equally in the costs of said mediation;
 - C. Third, should mediation as detailed in 22.B fail, the parties agree that the dispute or claim shall be by binding arbitration pursuant to 42 Pa.C.S. Sections 7301 through 7320, and with Section 7302 (d) being applicable to such proceedings. The venue of the proceedings shall be in Montgomery County, Pennsylvania. Each party to the arbitration shall select an arbitrator who shall be a member of the Bar of the

Commonwealth of Pennsylvania, and a third arbitrator shall be selected by the arbitrators of the parties, but if no mutually agreeable third arbitrator is so selected, a third arbitrator shall be selected upon Petition to the Orphan's Court of Montgomery County, Pennsylvania. Any award entered by the arbitrators will be final and binding, subject to the judicial review set forth herein. Upon completion of the proceedings, judgment may be entered by either party in accordance with applicable law in any court of competent jurisdiction. The arbitrators will not have the power to direct equitable relief.

23. Attachment – The following attachments are made part of this agreement:

Attachment A: Services and Fees

Attachment B: Not Applicable

24. Special Provisions (If none so state.)

None

IN WITNESS WHEREOF, the Parties have executed this Agreement the date set forth above.

FOR AGENCY:

By: _____

Date: _____

FOR DEVEREUX:

By: Cindy Beegle
Cindy Beegle
Contracts Director

By: Catherine Dry
Catherine Dry
Deputy General Counsel

Date: 6/21/22

VB

**ATTACHMENT A
SERVICES AND FEES**

Rates as established by New York State Education Department and Office of Children and Family Services for the period July 1 2022 – June 30, 2023.

**HEWLETT-WOODMERE UNION FREE SCHOOL DISTRICT
BUSINESS OFFICE
1 Johnson Place, Rm. 308
Woodmere, New York 11598
P: (516) 792-4820
F: (516) 374-8185**

**SPECIAL EDUCATION SERVICES CONTRACT
Non-Resident Parentally Placed Students: 2021-2022**

This Agreement is entered into this 1st day of September, 2021 by and between the Board of Education of the East Rockaway Union Free School District (hereinafter the "DISTRICT OF RESIDENCE"), having its principal place of business for the purpose of this Agreement at 443 Ocean Avenue, East Rockaway, New York 11518, and the Board of Education of the Hewlett-Woodmere Union Free School District School District (hereinafter the "DISTRICT OF LOCATION"), having its principal place of business for the purpose of this Agreement at 1 Johnson Place - Rm. 308, Woodmere, New York 11598.

WITNESSETH

WHEREAS the DISTRICT OF LOCATION is required by Education Law Section 3602-c to provide special education services to parentally-placed students with disabilities, when such students attend private schools in the DISTRICT OF LOCATION, but reside in the DISTRICT OF RESIDENCE; and

WHEREAS, the DISTRICT OF LOCATION is a public school district within the State of New York authorized to provide special education and related services to students with disabilities;

NOW, THEREFORE, the parties mutually agree as follows:

A. TERM: The term of this Agreement shall be from September 1, 2021 through June 30, 2022 inclusive, unless terminated earlier as provided for in this Agreement.

B. SERVICES AND RESPONSIBILITIES:

1. The DISTRICT OF LOCATION shall develop an individualized education service program (IESP) for those student(s) listed on the attached "Confidential Schedule A," incorporated by reference herein and made a part of this Agreement, and shall provide the services set forth in such IESP. If an IEP for any of the students covered by this Agreement was developed by the DISTRICT OF RESIDENCE, and the DISTRICT OF RESIDENCE obtains written parental consent, the DISTRICT OF RESIDENCE shall forward the IEP to the Committee on Special Education of the DISTRICT OF LOCATION. The DISTRICT OF LOCATION shall provide the services recommended in such IEP, unless and

until the IEP is amended by the DISTRICT OF LOCATION's own Committee on Special Education.

- a. A student(s) may be added or deleted from the attached Schedule "A" at any time. In such event, the payment amount owed by the DISTRICT OF RESIDENCE shall be adjusted accordingly.
2. The services provided by the DISTRICT OF LOCATION to students under this Agreement shall be in accordance with each student's IESP, as it may be modified from time to time.
3. The DISTRICT OF LOCATION shall perform all services under this Agreement in accordance with all applicable Federal, State and local laws, rules, and regulations, as well as established policy guidance from the New York State Education Department.
4. The DISTRICT OF LOCATION shall obtain whatever releases, prescriptions, or other legal documents that are necessary for the DISTRICT OF LOCATION to provide services pursuant to this Agreement and to render full reports concerning the education and progress of the student(s).
5. The DISTRICT OF RESIDENCE shall request and do its best to obtain written consent from parents or guardians of each student covered by this Agreement to the release of personally identifiable information concerning the child from the DISTRICT OF RESIDENCE to the DISTRICT OF LOCATION.
6. In the event that the parent or person in parental relation to a student(s) receiving services pursuant to this Agreement files a request for an impartial hearing or administrative complaint or initiates litigation in connection with such services, the DISTRICT OF LOCATION shall promptly give written notice of same to the DISTRICT OF RESIDENCE.
7. The DISTRICT OF LOCATION agrees that all disciplinary measures for disabled students will be conducted in accordance with applicable Federal, State and local laws, rules and regulations.
8. The DISTRICT OF RESIDENCE shall be responsible for providing all students listed in Schedule A of the Agreement with transportation to and from school.

C. COMPENSATION:

1. The DISTRICT OF LOCATION shall be entitled to recover from the DISTRICT OF RESIDENCE 100% of the actual cost of services that may be charged for each student receiving services pursuant to this Agreement in accordance with the

Education Law and the Regulations of the Commissioner of Education, hereinafter referred to as the "Actual Cost of Services."

"Actual Cost of Services" shall mean costs of services, costs of evaluation, and costs of committee on special education administration. However, the Actual Cost of Services shall not exceed the actual cost to the DISTRICT OF LOCATION of providing such services, after deducting any costs paid with federal or state funds.

The DISTRICT OF LOCATION may only recover the Actual Cost of Services directly from the DISTRICT OF RESIDENCE if DISTRICT OF RESIDENCE has obtained parental written consent to the release of personally identifiable information concerning the child to the DISTRICT OF LOCATION. If parental consent to release of such information is not obtained, THE DISTRICT OF LOCATION shall submit a claim for the costs of said services to the Commissioner of Education.

This Agreement recognizes that the authority for the DISTRICT OF RESIDENCE and the DISTRICT OF LOCATION to contract for the provision of special education services herein is derived from Education Law Section 3602-c, and related provisions of the Education Law and Regulations of the Commissioner of Education; and that it is these statutes and regulations that may define the maximum costs that may be charged hereunder.

The DISTRICT OF LOCATION shall utilize its best efforts to accurately calculate the Actual Cost of Services, and such calculations will be consistent with the maximum costs that may be authorized by the Education Law and the Regulations of the Commissioner of Education to be charged.

2. Requests for payment by the DISTRICT OF LOCATION shall be made by submission of a detailed written invoice to the DISTRICT OF RESIDENCE which references the time period for which payment is being requested and a breakdown of the total amount due for the period specified.
3. The DISTRICT OF RESIDENCE shall pay the DISTRICT OF LOCATION within thirty (30) days of receipt of each invoice by the DISTRICT OF RESIDENCE, except as set forth in paragraph C(1) of this Agreement.

D. INDEMNIFICATION:

1. The DISTRICT OF LOCATION agrees to defend, indemnify and hold harmless the DISTRICT OF RESIDENCE, 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 DISTRICT OF LOCATION, 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.

2. The DISTRICT OF RESIDENCE agrees to defend, indemnify and hold harmless the DISTRICT OF LOCATION, 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 DISTRICT OF RESIDENCE, 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.

E. REPRESENTATIONS:

1. The DISTRICT OF LOCATION, its employees, and/or agents agree that all information obtained in connection with the services provided for in this Agreement is deemed confidential information. The DISTRICT OF LOCATION, its employees, and/or agents shall not use, publish, discuss, disclose or communicate the contents of such information, directly or indirectly with third parties, except as provided for in this Agreement. The DISTRICT OF LOCATION further agrees that any information received by the DISTRICT OF LOCATION, its employees, and/or agents during the course of the services provided pursuant to this Agreement which concerns the personal, financial, or other affairs of the DISTRICT OF RESIDENCE, its employees, agents, clients, and/or students will be treated by the DISTRICT OF LOCATION, its employees, and/or agents in full confidence and will not be revealed to any other persons, firms, or organizations. The parties further agree that the terms and conditions set forth herein shall survive the expiration and/or termination of this Agreement.
2. Both parties to this Agreement understand that they may receive and/or come into contact with *protected health information* as defined by the Health Insurance Portability and Accountability Act of 1996 (HIPAA). The Parties hereby acknowledge their respective responsibilities pursuant to HIPAA and, if necessary, shall execute a Business Associate Agreement in connection with such responsibilities.

F. MISCELLANEOUS

1. All notices which are required or permitted under this Agreement shall be in writing, and shall be deemed to have been given if delivered personally or sent by registered or certified mail, addressed as follows:

To DISTRICT OF RESIDENCE:

Ms. Jaqueline A. Scio, Assistant Superintendent for Finance & Operations
East Rockaway Public Schools
443 Ocean Avenue
East Rockaway, New York 11518

To DISTRICT OF LOCATION:

Mrs. Marie Donnelly, Assistant Superintendent for Business
Hewlett-Woodmere Public Schools
1 Johnson Place, Rm. 308
Woodmere, New York 11598

2. It is expressly understood that this Agreement shall not be assigned or transferred without prior written consent of the other party.
3. The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce every provision of this Agreement.
4. Should any provision of this Agreement, for any reason, be declared invalid and/or unenforceable, such decision shall not effect the validity of the remaining provisions of this Agreement. Such remaining provisions shall remain in full force and effect as if this Agreement had been executed with the invalid provision(s) eliminated.
5. This Agreement and the rights and obligations of the parties hereunder shall be construed in accordance with, and governed by, the laws and regulations of the State of New York and applicable Federal laws and regulations.
6. This Agreement, along with the attached "Schedule A," is the complete and exclusive statement of the Agreement between the parties, and supercedes all prior or contemporaneous, oral or written: agreements, proposals, understandings, representations, conditions or covenants between the parties relating to the subject matter of the Agreement.
7. This Agreement may not be changed orally, but only by an agreement, in writing, signed by authorized representatives of both parties.

DISTRICT OF RESIDENCE

DISTRICT OF LOCATION

By:

President, Board of Education
East Rockaway UFSD

Date _____

By:

President, Board of Education
Hewlett-Woodmere UFSD

Date _____





Setting a course for excellence

EAST ROCKAWAY SCHOOL DISTRICT

Superintendent of Schools
Lisa J. Ruiz

Jacqueline Scio
Assistant Superintendent for Finance & Operations
443 Ocean Avenue • East Rockaway, NY 11518-1299
(516) 887-8300 1x553 • Fax (516) 887-8308

July 7, 2022

Dr. Richard L. Addes
2965 Long Beach Road
Oceanside, NY 11572

Re: ***Agreement with East Rockaway Union Free School District
2023-2023 School Year***

Dear Dr. Addes:

The following represents your agreement to provide services, as more fully set forth below, to the East Rockaway Union Free School District for the 2022-2023 school year.

1. To make careful health examinations annually of all pupils of the district who do not present a physician's certificate, and to reexamine such pupils when necessary.
2. To make, as provided in the Education Law of the State of New York, such examinations as are required for the issuance of employment certificates and vacation work permits, (i.e., working papers.)
3. To examine teachers, other employees, and food handlers as occasions may require.
4. To review on request, excuses from any of the physical activities connected with the school program, to review on request the health literature used in the school as to its scientific accuracy and recommend indicated action to the school administration.
5. To recommend adjustments of the educational program in accordance with the individual pupil's needs and to consult with parents, teachers, and pupils from time to time concerning the same.
6. To recommend the exclusion and readmission of pupils in connection with any infectious or contagious disease or otherwise.
7. When practicable, to provide first aid for pupils and/or school employees.
8. To perform such other duties as School Physician as may be described in department bulletins covering this service and such additional duties as the Board of Education may from time to time require.
9. To conduct all sports physicals.

Dr. Richard L. Addes
July 7, 2022
Page Two

As the East Rockaway School District Physician, you will be paid and compensated in the amount of \$16,658.27 for your services for the term of this agreement. This shall constitute the entire compensation package. There shall be no other payments or benefits. You specifically waive any right or entitlement to any additional payments or benefits not specified in this agreement.

If you agree with the foregoing, kindly sign the original and enclosed copy of this letter and return to me. I will forward you a fully signed copy.

Please feel free to contact me should you have any questions.

Thank you for your cooperation and courtesy.

Very truly yours,

Jacqueline A. Scrio
Assistant Superintendent for Finance and Operations

:vf

AGREED TO AND ACCEPTED BY:

RICHARD L. ADDES, M.D.

EAST ROCKAWAY UFSD

By _____
Jacqueline A. Scrio
Assistant Superintendent for Finance and Operations

HEALTH AND WELFARE SERVICES AGREEMENT

This Agreement is entered into this 27th April, 2021 by and between the Board of Education of the East Rockaway School District (hereinafter "EAST ROCKAWAY "), having its principal place of business for the purpose of this Agreement at 443 Ocean Avenue, East Rockaway, New York, and the Board of Education of the Hempstead UFSD (hereinafter "Hempstead UFSD"), having its principal place of business for the purpose of this Agreement at 185 Peninsula Blvd, Hempstead, New York.

WITNESSETH

WHEREAS, EAST ROCKAWAY is authorized pursuant to Section 912 of the Education Law, to enter into a contract with Hempstead UFSD for the purpose of having Hempstead UFSD provide health and welfare services to children residing in EAST ROCKAWAY and attending a non- public school located in Hempstead UFSD,

WHEREAS, certain students who are residents of the EAST ROCKAWAY are attending non-public schools located in Hempstead UFSD,

WHEREAS, Hempstead UFSD has received a request(s) from said non-public schools for the provision of health and welfare services to the aforementioned students,

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

1. The term of this Agreement shall be from July 1, 2021, through June 30, 2022, inclusive.
2. Hempstead UFSD warrants that the health and welfare services will be provided by licensed health care providers. Hempstead UFSD further represents that such services shall be performed by health care providers that are licensed under the laws of the State of New York, including New York State Department of Health and the State Education Department licensing requirements, if applicable. Hempstead UFSD further represents that such services will be in accordance with all applicable provisions of Federal, State, and local laws, rules, and regulations, including Section 912 of the Education Law, and the student's IBP, if applicable. Hempstead UFSD shall certify that all service providers possess documentation evidencing such license qualifications as required by Federal, State, and local laws, rules, regulations and orders.
3. Hempstead UFSD understands and agrees that it will comply and is responsible for complying with all applicable Federal, State, and local laws, rules and regulations with respect to the services provided pursuant to this Agreement.
4. The services provided by Hempstead UFSD shall be consistent with the services available to students attending public schools within the Hempstead UFSD; and may include, but are not limited to:

- a. all services performed by a physician, physician assistant, dentist, dental hygienist, registered professional nurse, nurse practitioner, school psychologist, school social worker, or school speech therapist,
- b. dental prophylaxis,
- c. vision and hearing screening examinations,
- d. the taking of medical histories and the administration of health screening tests,
- e. the maintenance of cumulative health records, and
- f. the administration of emergency care programs for ill or injured students.

It is expressly understood and agreed between the parties that the services to be provided pursuant to this Agreement shall not include any teaching services.

5. In exchange for the provision of health and welfare services pursuant to this Agreement, EAST ROCKAWAY agrees to pay Hempstead UFSD the sum of \$950.10 per eligible pupil for the 2021-2022 school years.

6. EAST ROCKAWAY shall pay Hempstead UFSD within thirty (30) days of EAST ROCKAWAY 's receipt of a detailed written invoice from Hempstead UFSD. Said invoice shall specify the services provided, dates that the invoice covers, and the total amount due for the period specified.

7. If, during the term of this Agreement, a student becomes eligible to receive services pursuant to this Agreement, Hempstead UFSD shall undertake to provide services pursuant to this Agreement, and the amount of compensation owed by EAST ROCKAWAY shall be prorated accordingly to accurately reflect the period of time services were provided to the student.

8. If, during the term of this Agreement, a student ceases to be eligible to receive services pursuant to this Agreement, Hempstead UFSD shall no longer be responsible for providing services to that student pursuant to this Agreement, and the amount of compensation owed by EAST ROCKAWAY shall be prorated accordingly to accurately reflect the period of time services were provided to the student.

9. Hempstead UFSD shall furnish any supplies or equipment necessary to provide the services pursuant to this Agreement to the extent such items are not provided by the non- public school.

10. Both parties agree to provide the State access to all relevant records which the State requires to determine either EAST ROCKAWAY or Hempstead UFSD'S compliance with applicable Federal, State, or local laws, rules, or regulations with respect to provision of services pursuant to this Agreement. Both parties agree to retain all materials and records relevant to the execution or performance of their obligations pursuant to this Agreement in accordance with the record retention requirements for such materials and records.

11. Both parties to this Agreement understand that they may receive and or come into contact with protected health information as defined by the Health Insurance Portability and accountability Act of 1996 (HIPAA) and information protected by the Family Educational Rights and Privacy Act (FERPA). The parties hereby acknowledge their respective responsibilities pursuant to HIPAA and FERPA and shall comply with said Regulations, if applicable.

12. Both parties, their employees, and/or agents agree that all information obtained in connection with the services performed pursuant to this Agreement is deemed confidential information: Both parties, their employees, and/or agents shall not use, publish, discuss, disclose or communicate the contents of such information, directly or indirectly with third parties, except as provided for in this . Agreement. Both parties further agree that any information received by either party's employees and/or agents in connection with this Agreement 'which concerns the personal, financial, or other affairs of the parties, their employees, agents, and/or students will be treated as confidential and will not be revealed to any other persons, firms, organizations, or third parties. In addition, both parties agree that information concerning any student covered by the terms of this Agreement shall not be released except as provided for by applicable law, rule, or regulation, including but not limited to the Family Educational Rights and Privacy Act (FERPA).

13. Services provided pursuant to this Agreement shall be provided without regard to race creed, color, sex, sexual orientation, national origin, religion, age, disability, military status, predisposing genetic characteristics, marital status or sponsorship.

14. All notices which are required or permitted under this Agreement shall be in writing, and shall be deemed to have been given if delivered personally or sent by registered or certified mail, addressed as follows:

Superintendent of Schools
East Rockaway School District
443 Ocean Avenue,
East Rockaway, NY 11518

Superintendent of Schools
Hempstead UFSD
185 Main Street
Hempstead, NY 11550

15. It is expressly understood that this Agreement shall not be assigned or transferred without prior written consent of the other party.

16. The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce every provision of this Agreement.

17. Should any provision of this Agreement, for any reason, be declared invalid and/or unenforceable, such decision shall not affect the validity of the remaining provisions of this Agreement. Such remaining provisions shall remain in full force and effect as if this Agreement had been executed with the invalid provision(s) eliminated.

18. This Agreement and the rights and obligations of the parties hereunder shall be construed in accordance with, and governed by, the laws and regulations of the State of New York and applicable Federal laws and regulations.

19. Agreement is the complete and exclusive statement of the Agreement between the parties, and supersedes all prior or contemporaneous, oral or written: proposals, understandings, representations, conditions or covenants between the parties relating to the subject matter of the Agreement.

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

21. It is mutually agreed that this contract shall not become valid and binding upon either party until the contract is approved by the Superintendent of Schools of the EAST ROCKAWAY (district of residence).

IN WITNESS WHEREOF, the parties have set their hands and seals the day and year written above.

East Rockaway School District

Superintendent of Schools

East Rockaway School District

President, Board of Education



Hempstead Union Free School District

Ryana Armstrong

Superintendent of Schools

Hempstead Union Free School District

[Signature]

President, Board of Education

EAST ROCKAWAY PUBLIC SCHOOLS
CONSULTANT SERVICES CONTRACT

This agreement is entered into this 6th day of July 2022, by and between the Board of Education of the East Rockaway Union Free School District ("East Rockaway") and CMG ED GROUP, LLC maintaining an address at 94 GARDINERS AVENUE, SUITE 383, Tax ID # 82-4406605 herein called the Independent Contractor ("Consultant").

Whereas, East Rockaway has need of the professional services of an individual with the particular training, ability, knowledge, experience and/or expertise possessed by the Consultant, on a per diem, as needed basis, for which East Rockaway hereby agrees to pay as per Attachment A to the Consultant for the performance of said services for 2022-2023 school year. Generally, these payable consulting services will include, but will not be limited to the following:

Service(s): Consultant Services to work with ENL teachers and Co-Teachers to develop strategies and practices to adapt instruction and support immigrant learners in the educational process.

In performing the above services, it is understood that:

1. The Consultant will be engaged as an Independent Contractor and, therefore, solely responsible for the payment of federal and state income taxes applicable to this agreement.
2. The Consultant will not be considered as having employee status nor shall Consultant be eligible for any benefits relative to this contract for social security, New York State Workers Compensation, Unemployment Insurance, New York State Employees' Retirement System, etc.
3. Consultant shall devote sufficient time, attention and energies to ensure the timely and satisfactory rendering of services under this Agreement and shall not be engaged in any other work or employment that conflicts with the full and proper conduct of his duties herein. Services shall be provided on a per diem, as needed basis and East Rockaway shall designate those days when it determines Consultant's services are required.
4. The Consultant will submit claim forms to the project coordinator to be countersigned that will not exceed the total contract price for the services rendered. East Rockaway shall pay Consultant within thirty (30) days of East Rockaway's receipt of claim forms from the Consultant. The Consultant will not be reimbursed for any expenses incurred in the performance of its services without prior approval

from East Rockaway. If approved, Consultant shall submit actual expense receipts (not copies) with its claim forms.

5. If payment to the Consultant is to be charged against federal or state funds, the Consultant will certify that he/she is not currently employed by the federal government and the amount charged does not exceed the normal charge for the type of service rendered.
6. East Rockaway, in accordance with federal and state requirements, will submit a Form 1099 and IT2102.1, respectively, at year-end to the federal government for all individuals having gross income exceeding Six Hundred Dollars (\$600.00), which, thereupon, will be reported for income tax purposes.
7. Consultant will maintain professional liability insurance of \$1,000,000/\$3,000,000. Consultant will provide East Rockaway with documentation of such insurance coverage. If for any reason Consultant's insurance is changed or cancelled, Consultant shall provide East Rockaway with written notice, at least ten (10) days prior to change or cancellation. An applicable Insurance Endorsement, naming East Rockaway as an additional insured, shall be submitted by Consultant to East Rockaway upon execution of this Agreement.
8. Consultant agrees to indemnify and hold harmless East Rockaway, its board of education members, officers, agents and employees against any and all causes of actions, claims, liabilities, losses or damages arising in any manner from the performance of services under this Agreement by Consultant.
9. Consultant acknowledges that it may have access to confidential information including but not limited to student information, employee information and information concerning finances and assets of East Rockaway, as well as access to East Rockaway's eSchoolData and Finance Manager programs. Consultant agrees that it will not, except in the proper performance of its duties under this Agreement, at any time during or after completion of service hereunder, without the prior written authorization of East Rockaway, directly or indirectly use, divulge, furnish or make accessible to any person, any confidential information, or utilize any of East Rockaway's software or programs.
10. Consultant shall comply with all applicable Federal, State and local statutes, rules and regulations including the Family Educational Rights and Privacy Act ("FERPA") and the New York State Safe Schools Against Violence in Education

CAG

("SAVE") legislation, including fingerprinting and clearance requirements. Consultant shall adhere to all applicable policies, procedures, rules and regulations of East Rockaway and the State Education Department.

- 11. This agreement may only be changed if agreed to in writing by both parties.
- 12. The Consultant's services shall be at the will of East Rockaway. East Rockaway may terminate the engagement at any time prior to the end of the term with or without cause.
- 13. It is expressly understood that this Agreement shall not be assigned or transferred without prior written consent of the other party.
- 14. This contract and any amendments to this contract will not be in effect until approved by the Board of Education of the East Rockaway UFSD.

CONSULTANT:

By: Carrie McDermott Goldman as member CMG EdGroup LLC
Printed Name

[Signature] as member Date 2/6/22
Signature CMG EdGroup LLC

Address: 94 Gardiner's Ave, Ste 383
Levittown, NY 11756

EIN / Tax ID No. [Redacted]

East Rockaway - Approval:

Project Coordinator:
[Signature]
Signature

Date: 7/11/22

East Rockaway Board of Education

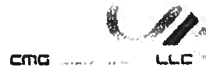
By: _____, President

Date: _____

Board Meeting Date: _____

CMG

Attachment A



Carrie McDermott, Ed.D.
94 Gardiners Avenue, Ste 383 A, Levittown, NY 11756
631-804-3154 carrie@cmgedgroup.com
EIN: 82-4406605

Integrated Instruction in Co-Taught Classes: Meeting the Needs of Diverse Learners Professional Development and Coaching Proposal for 2022-2023

Purpose: The purpose of this professional development is to help teachers collaborate to best meet the needs of multilingual learners in integrated co-taught classes by (1) engaging in critical discussions and reflective practices; (2) reviewing, scaffolding, and differentiating curriculum; and (3) co-constructing classroom practice, strategies, and assessments through the lens of student-centered instructional opportunities in the co-taught classroom.

Fee structure:

- \$375.00 per hour (for partial days, minimum 4 hours)
- \$1750.00 per day (for full-day sessions, 6 hours)

CMG

EAST ROCKAWAY PUBLIC SCHOOLS

PROFESSIONAL DEVELOPMENT CONSULTANT AGREEMENT

THIS AGREEMENT made this 1st day of July, 2022 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 Ideal Consulting (“CONSULTANT”), having its principal place of business for purposes of this Agreement at P.O. Box 3211, Westport MA 02790.

1. **TERM:** The term of the within Agreement shall be from July 1, 2022 through June 30, 2023.
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 Lead Consultant shall provide six (6) half day webinars for reading teachers from each elementary school to help them prepare for the Fall, Winter & Spring Grade-Level Data Meetings on the following dates:
 - i. TBD
4. **TIME REQUIREMENTS:** The Consultant shall devote the necessary time to the performance of services as set forth in 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 \$300.00 per hour for up to 18 hours of service as set forth above, plus technology system applications for a fee of \$1,040 and fee of \$900 to develop grade-level data meeting (GLDM) presentations for each elementary school at the conclusion of the fall, winter and spring universal screening periods, for a total compensation not to exceed \$7,340.00, 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: 7/8/22

By:

Name: Christopher Parker

Title: President



Date 06/07/2022

East Rockaway UFSD
443 Ocean Avenue
East Rockaway, New York 11518

Re: **New York Schools Insurance Reciprocal (NYSIR)
Property & Casualty Insurance Quotation**

Dear East Rockaway UFSD,

As requested, we are very pleased to provide you with a property and casualty insurance proposal from the New York Schools Insurance Reciprocal. In addition to the insurance quotation, we have included supplementary information about NYSIR, its risk management program and some of the valuable support services you will receive as a member of NYSIR. These include capital assets appraisal services conducted by CBIZ Valuation Group, and real time driver management provided by License Monitor.

After your review, please contact myself or your NYSIR representative listed below with any questions you may have. We also invite you to correspond with your colleagues at any of the 347 (and counting) New York Public Schools that currently enjoy the benefits of being a NYSIR member, and hear directly from them about their NYSIR experience.

Thank you for considering the New York Schools Insurance Reciprocal for your insurance and risk management needs. We hope that we will hear affirmatively from you soon as to your decision to allow NYSIR to provide the insurances and services quoted here for the 2022 policy year.

Sincerely,

A handwritten signature in black ink that reads "Frederick S. Black".

Frederick S. Black
NYSIR Underwriting Director
cc:

NEW YORK SCHOOLS INSURANCE RECIPROCAL

333 EARLE OVINGTON BOULEVARD | SUITE 905 | UNIONDALE, NEW YORK 11553
1.800.476.9747 | FAX 516.227.2352 | WWW.NYSIR.ORG



INSURANCE PROPOSAL

PREPARED FOR:

East Rockaway UFSD

POLICY PERIOD

07/01/2022 to 07/01/2023

NOTE: DESCRIPTIONS OF COVERAGE IN THIS DOCUMENT HAVE BEEN SIMPLIFIED AND ARE SUBJECT TO THE COVERAGE OFFERED AND THE COMPLETE INSURANCE POLICY TERMS AND CONDITIONS. IN THE EVENT OF A DISCREPANCY BETWEEN THIS PROPOSAL AND THE ACTUAL POLICY OF INSURANCE ISSUED INCLUDING SUBSEQUENT POLICY ENDORSEMENTS, THE COMPLETE INSURANCE POLICY SHALL BE THE GOVERNING DOCUMENT.

THIS QUOTATION IS VALID FOR 60 DAYS BUT NOT PAST THE INCEPTION OF THE PROPOSED POLICY TERM.

A WRITTEN REQUEST FOR ANY OF THE QUOTATIONS PROVIDED HERE MUST BE SENT TO, AND ACKNOWLEDGED AND ACCEPTED BY NYSIR, PRIOR TO THE POLICY INCEPTION DATE.

NYSIR Proposal 07/01/2022 to 07/01/2023

COVERAGE FEATURES

Since its formation by member owners in 1989, NYSIR has distinguished itself by expanding the scope of coverage offered to New York State Public Schools. The following are a few of the key improvements.

NYSIR Special School Policy

General Liability Coverage Section

- **Cyber Liability.** NYSIR provides two separate endorsements, each with their own coverage limits. They are designed to provide protection for claims resulting from a data breach and/or computer attack. The endorsements will respond for your covered expenses related for damage to your computer system, notification expenses to affected individuals in the event of a data breach, data restoration and recreation costs and more. In addition, coverage for defense and settlement costs arising from 3rd party claims related to a data breach and or computer attack is included. These coverages are included automatically without a premium charge with a separate \$250,000 aggregate limit for each coverage section.
- **Sexual Misconduct Declaratory Endorsement.** Some insurance company policies may remain silent on coverage for sexual misconduct claims. The courts have ruled that the standard General Liability policy does not offer protection for deliberate acts of sexual misconduct for either the perpetrator or the entity as employer. The court stated that deliberate acts do not meet the definition of an occurrence under the policy, and thus are not covered. Unless an affirmative policy endorsement provides this important protection, a carrier can disclaim coverage. NYSIR declares the coverage intent by providing an affirmative endorsement on the General Liability policy at no extra cost.
- **Worldwide Protection.** The territory description for the NYSIR General Liability and Excess Liability Policies protection is Worldwide, as long as permissible with the laws of the United States of America. NYSIR's worldwide protection does not contain any policy restriction that the suit must be brought in the United States.
- **Expanded Definition of Insured.** The NYSIR policy definition of "Insureds" includes all employees, student teachers, the school board and its members and authorized volunteers.
- **Policy Aggregate Limits.** NYSIR does not cap the General Aggregate limit or Personal and Advertising Aggregate limit for either the General Liability or Excess Catastrophe Liability Policies.
- **Liability Coverage for District Health Care Service Providers.** Coverage is afforded for bodily injury or personal injury arising out of employees providing or failing to provide professional health care services. This includes nurses, psychologists, physical therapists and others.
- **Broadcasting and Publishing Liability Coverage Enhancement.** Personal and Advertising Injury coverage includes advertising, publishing, broadcasting and telecasting operations or activities sponsored by the Named Insured. There is no exclusion for district operated internet activities.

NYSIR Proposal 07/01/2022 to 07/01/2023

- **Medical Payments.** Medical payments coverage is extended to include "Volunteers" and school board members, when injured while performing duties on behalf of the school district.
- **Watercraft Endorsement.** Automatic general liability coverage for non-motorized watercraft used in district activities such as crew, kayak and sailing clubs.
- **Building Heating, Cooling and Dehumidifying Equipment Exception and a Hostile Fire Exception.** Amends the CGL pollution exclusion to include coverage for "bodily injury" and/or "property damage" under certain circumstances related to building heating cooling and dehumidifying equipment and/or a hostile fire.
- **Limited Pollution Liability.** (Optional coverage at additional cost.) The Limited Pollution Liability Endorsement is intended to protect the district against suits for bodily injury or property damage arising out of exposure to pollutants that have been released from your premises. This coverage does not offer protection for first party clean-up costs associated with pollutants. The form provides a separate \$1,000,000 annual policy Aggregate Limit.

Property Coverage Section

- **Agreed Value Blanket Limit.** The NYSIR property policy provides a blanket limit and agreed value provision. As long as property valuations are kept current, this eliminates any co-insurance penalty being applied on a loss settlement.
- **Replacement Cost.** Both building and business personal property (contents) are valued at the time of loss on a replacement cost basis. There is no depreciation rate applied to the loss, as there would be under a policy based on an actual cash value loss settlement.
- **Covered Property.** Covered property includes all real and business personal property at a schedule location. This includes foundations and other underground property, all out door property including artificial fields, antennae, retaining walls, bridges, fences, walkways and other paved surfaces. There are no sub-limits for property types, no limitations for building glass, no limitations for water damage (other than for the peril of flood) and no exclusion or sublimit for back-up of sewers and drains.
- **Ordinance or Law.** This endorsement is designed to meet ordinance and law requirements imposed after a covered cause of loss. It includes additional coverages for increased costs of construction, demolition and debris removal. Includes costs associated with asbestos clean-up and abatement. There is a combined total limit of insurance for Coverage B and Coverage C of \$5,000,000. This allows the limit of insurance to be applied to either coverage most favorably based on the circumstances of the loss.
- **No Windstorm Deductible.** Only the deductible stated on the policy is applied on a windstorm loss, not a percentage of the building value.
- **Pollution Clean-up.** Provides on premises clean-up of pollutants when there is a specified covered cause of loss to district property. The additional limit of insurance under this coverage extension is \$100,000 per policy year. This applies to loss from all covered perils.

NYSIR Proposal 07/01/2022 to 07/01/2023

- **Non-Stacking Deductibles.** Only one deductible will apply per covered loss when a claim involves multiple property coverages. For example, a fire could result in a claim under both the property and the inland marine coverage lines. A formula is utilized which provides the maximum payment to the policyholder.
- **Green Building Loss Settlement Enhancement.** NYSIR will pay up to an additional ten percent (10%) of the direct physical damage loss payment amount up to a maximum of \$75,000 per loss to replace or restore damaged covered property with equipment and/or materials compliant with the most current LEED (Leadership in Energy and Environmental Design), Energy Star or Green Seal standard in effect on the date of the loss. This additional limit of insurance can also be applied towards the cost of services from accredited green building professionals.
- **Violent Events Coverage.** Provides a limit of \$1,000,000 for extra expense reimbursement after a "violent event". Does not require direct damage to insured property to be triggered.
- **Earthquake & Excess Flood.** (Optional coverage at additional cost.) The standard NYSIR property policy provides a \$25,000 limit with only a \$250 deductible for the peril of flood. The optional excess earthquake and flood endorsement provides a coverage limit of \$1,000,000 for each of the perils of flood and earthquake. This coverage is excess of any coverage available from the National Flood Insurance Program for **any** "A" and/or "V" flood zone.

NYSIR Automobile Policy

- **Replacement Cost for Buses.** When a total loss involving a bus that is 10 years old or newer and comprehensive and collision coverage is carried, NYSIR will pay to replace the damaged vehicle with a comparable bus.
- **Single Deductible Endorsement.** In the event of an incident, (vandalism, collision, etc.) involving two or more vehicles listed on the Schedule of Autos, a single deductible will be applied to the loss settlement, not a per vehicle deductible. The only deductible that will apply to the loss will be the largest deductible carried by any one vehicle that is damaged. Comprehensive and collision coverage must be carried at the time of loss.
- **Automobile Deductible Reimbursement.** This coverage extension provides for a deductible reimbursement of up to a \$1,000 maximum limit per occurrence for physical damage to a private passenger vehicle owned by or leased or rented to a Director, Trustee, Administrator, Employee, School Board Member or authorized volunteer of the Named Insured, when the vehicle is being used in the course of their work on behalf of the school district.

NYSIR Proposal 07/01/2022 to 07/01/2023

NYSIR School Board Legal Liability Policy

- **Employment Practices Liability (EPL).** EPL coverage is also included under the NYSIR School Board Legal Liability policy. This coverage addresses allegations of harassment, hostile workplace claims, failure to promote, wrongful dismissal, and breach of employment contract, among others.
- **One Deductible.** The policy deductible is applied only to an indemnity payment. All covered legal expenses are paid from the first dollar. Some School Board insurers apply deductibles for both defense costs and indemnity payments. With approximately 80% of all school board and employment practice liability claims involving only defense costs, this policy benefit will result in significant savings.
- **Expanded Definition of Insured.** The NYSIR policy definition of "Insureds" includes the School Entity, the Board of Education of the School Entity, all present and former members of the Board of Education, and officers, trustees, employees, student teachers and volunteers.

NYSIR Excess Catastrophe Liability Policy

- **Building Heating, Cooling and Dehumidifying Equipment Exception.** Amends the Excess Catastrophe pollution exclusion to provide coverage for "bodily injury" and/or "property damage" under certain circumstances related to building heating cooling and dehumidifying equipment.
- **Limits of insurance are available up to \$25,000,000 per occurrence.** Provides liability coverage limits above the \$1,000,000 per occurrence limit provided by the NYSIR general liability, automobile liability, and school board legal liability policies.

NYSIR Proposal 07/01/2022 to 07/01/2023

CLAIM PHILOSOPHY

WHY NYSIR DISTRICTS LOOK FORWARD TO THEIR DAY IN COURT

Preparation

Long before a liability suit against a school district reaches the courthouse, a large portion of the real work has already been done. NYSIR has a well-established reputation of fighting frivolous lawsuits. Standing behind the defense of each claim is NYSIR's highly effective risk management program and claims team. This includes utilizing legal counsel specializing in school litigation, and supportive preparation and coordination with school personnel. NYSIR assigns law firms to individual districts with an emphasis on the development of attorney-school relationships that help create efficiencies. This relationship is geared to foster an in-depth understanding of school policies and practices, improved communication, and a real commitment to the school staff, students and community.

Setting the Benchmarks

Before the notice of claim is received, preparation begins. Through active participation in NYSIR's Risk Management Program, certificates of insurance are received, reviewed, modified and approved by the NYSIR team. Schools should not bear the burden of insurance responsibilities that should properly be assumed by others. Identification of potential loss and appropriate risk transfer by NYSIR risk management, underwriting and claims personnel has saved loss dollars for subscriber districts over the past twenty years.

NYSIR has demonstrated its ability to stand up for school district rights. A commitment to active litigation of claims has enabled our attorneys to pursue and win landmark cases, establishing precedents not only for New York Schools, but for other entities that serve the public as well. Not all cases need to proceed through lengthy and costly trials. Our highly successful motions to dismiss actions against districts are cited by lawyers throughout the state when faced with similar claims. We are proud to set a beneficial precedent on behalf of New York public schools.

Some ridiculed the concept of spending funds to take a case to court when a settlement might be initially less costly. NYSIR founding members knew that they wanted to do what was right. If a district has met its obligations to ensure health and safety, then signaling a willingness to settle would only increase the frequency of future litigation.

NYSIR Proposal 07/01/2022 to 07/01/2023

RISK MANAGEMENT PROGRAM

The NYSIR Risk Management Program is school specific – designed to address the loss exposures unique to school districts and BOCES. NYSIR subscribers receive the following services at no charge:

- **Annual Inspections.** A risk assessment of the district's facilities, operations and activities is conducted annually for each subscriber. A report listing practical suggestions for improving subscriber safety and loss control measures is then generated.
- **Special Inspections**
Additional visits to evaluate specific areas (e.g. school security, threat assessments, playground equipment, gymnasiums, fire or life safety situations, athletic exposures, etc.) are scheduled as requested by subscribers.
- **Certificate of Insurance/Contract/Bid Specifications Review**
NYSIR Risk Management helps subscribers reduce the costs of claims by assisting subscribers transfer risk through the use of insurance certificates and indemnification language. These transfers typically involve users of facilities, contractors and transportation companies.
- **Enhanced Risk Transfer Program**
Subscribers benefit from our Enhanced Risk Transfer Program. NYSIR risk management staff will handle the transactions for use of facility and transportation documents until the certificate process is completed - either in compliance with your specifications or NYSIR's standard recommendations.
- **In-District Training**
NYSIR Risk Management staff conducts customized training at subscribers' locations. Popular sessions include playground and cafeteria monitor training, custodial training, risk management for administrators and fire and life safety.
- **Attendance at Subscriber Safety and Security Committees**
NYSIR Risk Management staff attends school safety committees throughout New York State, providing technical assistance, training and resource materials.
- **Risk Management Advisory Services**
Subscribers have unlimited access to NYSIR Risk Management Staff to answer questions or conduct research concerning physical hazards, district activities, procedures, school security, employment practices, transportation, etc.

NYSIR Proposal 07/01/2022 to 07/01/2023

- **NYSIR Regional Seminars**

NYSIR sponsors regional seminars throughout New York State to address current trends and legal issues that create potential loss exposures for public school districts and BOCES.

Topics include:

- Playground Safety
- Athletic Risk Management
- School Security
- Employment Practices Liability
- Social Media Liability
- IT Exposures and Liability
- Sports Management
- Science and Lab Safety
- Risk Transfer
- Boiler and Electrical Safety
- Bullying Prevention

- **NYSIR Web Site**

Subscribers have access to enhanced risk management, safety materials, presentations, sample forms (waivers and releases, permission slips and insurance requirements) and other programs from the "Subscribers Only" portion of the NYSIR website: www.nysir.org

- **Informative Publications**

Subscribers receive "Subscriber only" copies of NYSIR subscriber publications, alerts and bulletins.



TERRORISM INSURANCE DISCLOSURE NOTICE

COMPANY: THE NEW YORK SCHOOLS INSURANCE RECIPROCAL COVERAGE FOR ACTS OF TERRORISM IS INCLUDED IN YOUR ENCLOSED INSURANCE PROPOSAL. YOU SHOULD KNOW THAT, UNDER YOUR PROPOSAL ENCLOSED HEREIN, ANY LOSSES CAUSED BY CERTIFIED ACTS OF TERRORISM WOULD BE PARTIALLY REIMBURSED BY THE UNITED STATES UNDER A FORMULA ESTABLISHED BY THE TERRORISM RISK INSURANCE PROGRAM REAUTHORIZATION ACT OF 2019. UNDER THIS FORMULA, THE UNITED STATES WOULD PAY 80% OF COVERED TERRORISM LOSSES EXCEEDING THE STATUTORILY ESTABLISHED DEDUCTIBLE PAID BY THE INSURANCE COMPANY PROVIDING THE COVERAGE. THE TERRORISM RISK INSURANCE ACT AS AMENDED CONTAINS A \$100 BILLION CAP THAT LIMITS U.S. GOVERNMENT REIMBURSEMENT AS WELL AS INSURERS LIABILITY FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM WHEN THE AMOUNT OF SUCH LOSSES EXCEEDS \$100 BILLION IN ANY ONE CALENDAR YEAR. IF THE AGGREGATE INSURED LOSSES FOR ALL INSURERS EXCEEDS \$100 BILLION, YOUR COVERAGE MAY BE REDUCED.

THE PORTION OF YOUR PROPOSED ANNUAL PREMIUM ATTRIBUTABLE TO COVERAGE FOR ACTS OF TERRORISM IS \$0.

NYSIR Proposal 07/01/2022 to 07/01/2023

Other Quotation Notes and Disclaimer

This quotation may vary from the coverage requested. You must review this proposal and all the related documents included with it carefully.

At the time of this proposal, NYSIR was rated by A.M. Best as "A", Financial Class size VIII. An "A" rating is assigned to insurance companies that have, in the opinion of A.M. Best, an excellent ability to meet their ongoing insurance obligations.

Employee Benefits coverage provided under the General Liability section of the Special School Policy and the School Board Legal Liability policy are written on a claims made basis. There is no coverage for claims arising out of incidents, occurrences or alleged wrongful act(s) which took place prior to the retroactive date stated in each policy. Each policy covers only claims actually made against the Insured and reported to the Company while the policy remains in effect. All coverage under each ceases upon the termination of the policy, except for the automatic basic extended reporting period coverage, unless the Insured purchases supplemental extended reporting period coverage. The length of the automatic basic extended reporting period is ninety (90) days.

Descriptions of coverage in this and other proposal documents have been simplified and are subject to the coverage offered and the complete policy terms and conditions. In the event of a discrepancy between this proposal and the actual policies of insurance issued including subsequent policy endorsements, the complete policy(ies) shall be the governing document. Policy forms are available upon request.

This quotation is valid for 60 days but not past the inception date of the proposed policy term.

A written request for binding any coverage quoted here must be sent to, and acknowledged and accepted by NYSIR, prior to the policy inception date.

The complete policy terms, conditions and exclusionary provisions, as well as the facts of any allegation that could lay raise to a claim under any policy would need to be evaluated in their entirety as respects any coverage determination in an actual claim situation. None of this material amends, or otherwise affects, any provisions or coverage of any insurance policy issued by the New York Schools Insurance Reciprocal. Availability of coverage referenced in this document can depend on underwriting qualifications and state regulations.



A.M Best ratings of the companies quoted

Comprehensive General Liability

New York Schools Insurance Reciprocal, 333 Earle Ovington Blvd., Uniondale, N.Y. 11553
A (Excellent) VIII

Fire and Related Perils

New York Schools Insurance Reciprocal, 333 Earle Ovington Blvd., Uniondale, N.Y. 11553
A (Excellent) VIII

Inland Marine

New York Schools Insurance Reciprocal, 333 Earle Ovington Blvd., Uniondale, N.Y. 11553
A (Excellent) VIII

Boiler and Machinery

New York Schools Insurance Reciprocal, 333 Earle Ovington Blvd., Uniondale, N.Y. 11553
A (Excellent) VIII

Comprehensive Automobile Liability and Physical Damage

New York Schools Insurance Reciprocal, 333 Earle Ovington Blvd., Uniondale, N.Y. 11553
A (Excellent) VIII

School Board Legal Liability

New York Schools Insurance Reciprocal, 333 Earle Ovington Blvd., Uniondale, N.Y. 11553
A (Excellent) VIII

Excess Catastrophe Liability

New York Schools Insurance Reciprocal, 333 Earle Ovington Blvd., Uniondale, N.Y. 11553
A (Excellent) VIII

Optional Coverage

Commercial Crime

Travelers Insurance Company, 1 Park Place, Suite 301, Albany, NY 12205
A++ (Excellent) XV

NYSIR Summary of Insurance Limits

| Policies and Coverage | Limit Per Occurrence | Aggregate Limit | Deductible |
|--|----------------------|-----------------|-------------|
| Commercial Property | | | |
| Building & Contents (Total Insured Value) | \$74,789,713 | | \$5,000 |
| Extra Expense (Including Loss of Income) | See Note #1 | | See Note #2 |
| Ordinance or Law (Coverage A) | See Note #3 | | |
| Ordinance or Law (Combined Coverage Limit B&C) | \$5,000,000 | | |
| Pollution Cleanup and Removal | \$100,000 | \$100,000 | |
| Property in Transit | \$100,000 | | |
| Exterior Signs | \$50,000 | | \$250 |
| Valuable Papers | \$50,000 | | |
| Accounts Receivable | \$50,000 | | |
| Primary Flood Coverage | \$25,000 | \$25,000 | \$250 |
| Backup of Sewers & Drains | Included | | |
| Earthquake | \$1,000,000 | \$1,000,000 | \$25,000 |
| Excess Flood | \$1,000,000 | \$1,000,000 | See Note #4 |
| Schools Inland Marine | | | |
| Other (Standard) | \$10,460 | | \$250 |
| Mobile Equipment | \$6,500 | | \$250 |
| EDP Equipment (Incl. Software) | \$48,275.90 | | \$250 |
| EDP Equipment (Incl. Software) | \$57,765 | | \$250 |
| Misc. Property | \$898,800 | | \$250 |
| Building and Grounds Equipment | \$1,200 | | \$250 |
| Building and Grounds Equipment | \$1,500 | | \$250 |
| EDP Equipment (Incl. Software) | \$100,762 | | \$250 |
| EDP Equipment (Incl. Software) | \$682,250 | | \$250 |
| Boiler & Machinery | | | |
| Equipment Breakdown (See Note #5) | \$100,000,000 | | \$1,000 |
| Combined Loss of Income & Extra Expense | \$5,000,000 | | |
| Computer Equipment | Included | | |
| Data Restoration | \$1,000,000 | | |
| Spoilage | \$1,000,000 | | |
| Service Interruption | \$1,000,000 | | 24 Hours |
| Commercial General Liability | | | |
| Bodily Injury / Property Damage | \$1,000,000 | Unlimited | \$0 |
| Products Completed Operations | \$1,000,000 | \$1,000,000 | |
| Personal Injury & Advertising Injury | \$1,000,000 | Unlimited | |
| Fire Damage Legal Liability | \$1,000,000 | Unlimited | |
| Medical Expense - Per Person | \$10,000 | | |
| Employee Benefits Liability | \$1,000,000 | \$3,000,000 | \$1,000 |
| New York CyberOne Coverage | \$1,000,000 | \$1,000,000 | \$10,000 |
| New York Data Compromise Coverage | \$1,000,000 | \$1,000,000 | \$10,000 |
| Limited Pollution Liability Extension | \$1,000,000 | \$1,000,000 | |
| PTA/PTO Liability | | | |
| Student Professional Liability | | | |

NYSIR Summary of Insurance Limits

| Policies and Coverage | Limit Per Occurrence | Aggregate Limit | Deductible |
|--|-----------------------------|------------------------|-------------------|
| School Business Automobile Policy | | | |
| Combined Bodily Injury / Property Damage Liability | \$1,000,000 | | |
| Personal Injury Protection | \$50,000 | | |
| OBEL | 0 | | |
| Medical Payments | \$5,000 | | |
| Supplementary Uninsured Motorists | \$50,000 | | |
| Garage Liability | \$1,000,000 | | |
| Garagekeepers Liability | \$80,000 | | |
| Non-Ownership Liability | \$1,000,000 | | |
| Hired Auto Liability | \$1,000,000 | | |
| Comprehensive Coverage | Per Schedule | | Per Schedule |
| Collision Coverage | Per Schedule | | Per Schedule |
| Full Glass Coverage (Private Passenger Vehicles) | | | |
| Rental Reimbursement | Per Schedule | | Per Schedule |
| Towing (Per Disablement) | Per Schedule | | Per Schedule |
| Hired Autos Physical Damage | \$40,000 | | \$250 |
| School Board Legal Liability Policy (See Note #6) | \$1,000,000 | \$3,000,000 | \$10,000 |
| Education Excess Catastrophe Liability Policy | \$25,000,000 | See Note # 7 | |

Quote Notes and Additional Information

Note #1: Limit Per Occurrence is the actual loss sustained within policy limit or applicable sublimits.

Note #2: No waiting period deductible.

Note #3 Ordinance or Law Coverage A limit is 110% of the applicable building limit.

Note #4: Any available National Flood Insurance Program (NFIP) limits will be applied as the deductible for any location in a flood zone designated as any "A" and/or any "V" in accordance with the Federal Emergency Management Agency (FEMA) Flood Insurance Rating Map (FIRM) applicable at the time of loss.

Note #5 \$5,000 deductible applies for Electrical Generating Equipment.

Note #6 Includes Employment Practices Liability. Deductible does not apply to claim expenses.

Note #7: Aggregate Limit for Excess Catastrophe Liability policy is Unlimited except for School Board Legal Liability. The School Board Legal Liability Aggregate is equal to the Occurrence Limit. This policy provides additional limits of insurance above NYSIR scheduled underlying liability policy limits.

Employee Benefits, New York CyberOne and New York Data Compromise coverage provided under the General Liability section of the Special School Policy and the School Board Legal Liability policy are written on a claims made basis. There is no coverage for claims arising out of incidents, occurrences or alleged wrongful act(s) which took place prior to the retroactive date stated in each policy. Each policy covers only claims actually made against the Insured and reported to the Company while the policy remains in effect. All coverage under each ceases upon the termination of the policy, except for the automatic basic extended reporting period coverage, unless the Insured purchases supplemental extended reporting period coverage. The length of the automatic basic extended reporting period is ninety (90) days.

NOTE: DESCRIPTIONS OF COVERAGE IN THIS PROPOSAL HAVE BEEN SIMPLIFIED AND ARE SUBJECT TO THE COVERAGE OFFERED AND THE COMPLETE INSURANCE POLICY TERMS AND CONDITIONS. IN THE EVENT OF A DISCREPANCY BETWEEN THIS PROPOSAL AND THE ACTUAL POLICIES OF INSURANCE ISSUED, THE INSURANCE POLICIES SHALL BE THE GOVERNING DOCUMENTS.

NYSIR Premium Summary

| Policies and Coverage | Effective Date | Expiration Date | Premium |
|--------------------------------------|----------------|-----------------|-----------|
| Special School Package Policy | 07/01/2022 | 07/01/2023 | |
| Commercial Property | | | |
| Fire & Allied Lines | | | \$88,000 |
| Earthquake & Excess Flood | | | \$7,479 |
| Inland Marine | | | \$3,702 |
| Boiler & Machinery | | | \$4,155 |
| General Liability | | | \$58,271 |
| Commercial Automobile | 07/01/2022 | 07/01/2023 | \$16,431 |
| School Board Legal Liability | 07/01/2022 | 07/01/2023 | \$16,715 |
| Excess Catastrophe Liability | 07/01/2022 | 07/01/2023 | \$37,569 |
| TOTAL NYSIR PREMIUM | | | \$232,322 |
| | | | |
| TOTAL SUBSCRIBER PREMIUM | | | \$232,322 |
| | | | |
| MVR FEES | | | \$140 |

THIS IS NOT AN INVOICE



**Re: New York Schools Insurance Reciprocal
A Cooperative Effort**

As you look ahead to the 2022 school year, we want to tell you of our commitment to our Subscribers in providing cost effective insurance and risk management services. Perhaps some of this information would be valuable to your Board of Education as you work with them on your fiscal plan.

A brief background

The New York Schools Insurance Reciprocal (NYSIR) was formed in 1989 to provide Property and Casualty insurance for eligible New York State Public Schools. It began as a response to insurance market conditions that saw insurance carriers dramatically increase rates and/or reduce coverage and limits of insurance. In some cases, they exited this class of business in New York entirely. Various carriers continued to enter and exit the market over the years, depending on company and shareholder revenue goals. NYSIR has been solely focused on New York public schools continuously since its inception.

What is NYSIR?

NYSIR is a not-for-profit insurance company owned by its members-New York Public School Districts. Its Board of Directors is made up of school business leaders like yourselves. NYSIR is a New York State licensed and filed insurance company. That means the NYSIR rates and policy forms must be approved by New York State each time any changes are made. The New York State Department of Financial Services staff is very rigorous in their review and approval process. They consider everything from actuarial methods, losses and loss trends, industry data vs. company data, impact of rate changes on specific risk classes, etc., to ensure that the rates charged are fair and equitably balanced with exposure and loss history. The New York State Department of Financial Services also conducts triennial audits of NYSIR, as it does for every insurance carrier filed to do business in New York State. The results of those audits have always been positive.

Is NYSIR adequately capitalized?

NYSIR has added to its surplus over the past several years. This speaks to its sound underwriting (risk evaluation and pricing), claims reserving and investment practices. NYSIR utilizes the services of highly respected firms such as Willis Towers Watson for independent actuarial and related work. NYSIR also has only "A" rated reinsurance companies (insurance companies that share some of the risk of loss for other insurance companies) supporting it. They have over 25 domestic and international reinsurance companies on the reinsurance program to reduce exposure to any one company, domicile or event.

NEW YORK SCHOOLS INSURANCE RECIPROCAL

333 EARLE OVINGTON BOULEVARD | SUITE 905 | UNIONDALE, NEW YORK 11553
1.800.476.9747 | FAX 516.227.2352 | WWW.NYSIR.ORG

In order to earn an industry rating, NYSIR is subject to an annual review by A.M. Best, a leading independent financial rating organization. In a difficult period for the industry, where the financial ratings of insurance companies may be downgraded, NYSIR continues to maintain its "A" "Excellent" rating from A.M. Best. This means, in their opinion, that NYSIR has "an excellent ability to meet their ongoing insurance obligations".

What about NYSIR's claims service and payment?

The true test of any insurance company for customer satisfaction is its claim handling and expense and indemnity payments made on behalf of their policyholders. NYSIR has handled over 15,000 claims for its members in the past five years alone. Since 1989, to our knowledge, no NYSIR member has left NYSIR because of dissatisfaction with how a claim was resolved. Speaking to NYSIR's claims paying ability, we have paid individual Subscriber claims in excess of 19 million dollars (fire damage) and single event claims (storm damage) involving multiple Subscribers, of nearly 40 million dollars. Cumulatively, NYSIR has paid and/or reserved over 900 million dollars in indemnity, defense and claims investigation expenses since 1989.

Incidentally, the Subscriber who sustained the 19-million-dollar fire loss had all their NYSIR policies renewed the next policy year, without any limitations. Many other insurance companies may not have offered renewal policies for any price or coverage terms.

Is NYSIR the right choice for your district?

As you evaluate your insurance options for the coming fiscal year, please take a few minutes to review the enclosures about NYSIR and the related benefits it provides that supplement its policy terms, claims service and secure financial standing. In addition to NYSIR paying for a CBIZ Asset Valuation appraisal and the License Monitor Services available to your Transportation Director, there is a section about policy coverages developed specifically for schools. You should know that many of these policy enhancements came about as a direct result of discussions with Subscribers about how better to serve them. This is another advantage of participating as a member and owner of NYSIR. We continue to welcome any and all of your suggestions.

Moving Forward

The Reciprocal has grown from 54 owner Subscribers in 1989 to its current membership of 347. It includes public schools in nearly 50 counties across the state. Our mission and focus remains the same as it has always been; to provide a stable, continuous and financially secure insurance market for qualifying New York State public schools. Thank you for considering the New York Schools Insurance Reciprocal for your insurance and risk management needs.

NEW YORK SCHOOLS INSURANCE RECIPROCAL

333 EARLE OVINGTON BOULEVARD | SUITE 905 | UNIONDALE, NEW YORK 11553
1.800.476.9747 | FAX 516.227.2352 | WWW.NYSIR.ORG

East Rockaway UFSD
 443 Ocean Avenue
 East Rockaway, NY 11518



Policy Number: SSP ERK 001

Effective Date: 07/01/2022

Expiration Date: 07/01/2023

NYSIR SCHEDULE OF VEHICLES

| Seq.# | Vehicle Key | Class | Year | Make | Model | VIN | Full Glass | Rent Reimb | Tow Labo | Cost New | Comp Ded. | Coll Ded. | Annual Premium |
|--|-------------|-------|------|--------------|-------------------|-------------------|------------|------------|----------|-----------|-----------|-----------|----------------|
| Garage Location: 1 1: 443 Ocean Avenue, East Rockaway, NY | | | | | | | | | | | | | |
| 1 | 1 | 06184 | 2003 | Freightliner | BUS | 4UZAAXAKX3CK93611 | No | No | No | \$69,552 | 100 | 100 | \$818 |
| 2 | 2 | 06182 | 2001 | GMC | BUS | 1GBJG31F311205260 | No | No | No | \$42,376 | 100 | 100 | \$590 |
| 3 | 3 | 06182 | 2002 | CHEVY | BUS | 1GBHG31F021237558 | No | No | No | \$40,134 | 100 | 100 | \$590 |
| 4 | 4 | 06181 | 2004 | CHEVY | TAHOE | 1GNFK13Z24J289549 | No | No | No | \$31,392 | 100 | 100 | \$490 |
| 5 | 5 | 01499 | 2006 | FORD | VAN | 1FTRE14W46DA52844 | No | No | No | \$12,725 | 100 | 100 | \$1,548 |
| 6 | 6 | 01499 | 2012 | FORD | F350 Super Pickup | 1FTRF3B67CEA36543 | No | No | No | \$30,000 | 100 | 100 | \$1,704 |
| 7 | 7 | 01499 | 2012 | FORD | F350 4X4 | 1FTRF3B60CEB36502 | No | No | No | \$30,000 | 100 | 100 | \$1,704 |
| 8 | 8 | 07201 | 2013 | CHEVY | IMPALA | 2G1WA5E36D1164505 | No | Yes | Yes | \$20,294 | 100 | 100 | \$2,014 |
| 9 | 9 | 01499 | 2012 | FORD | F350 4X4 | 1FTRF3B69CEB56537 | No | No | No | \$30,000 | 100 | 100 | \$1,704 |
| 10 | 10 | 01499 | 2013 | CHEVROLET | SILVERADO | 1GB3KZCG4DF179445 | No | No | No | \$30,000 | 100 | 100 | \$1,704 |
| 11 | 11 | 07906 | 2012 | JOHN DEERE | TRACTOR | 1LV5085MECJ444058 | No | No | No | \$65,000 | 100 | 100 | \$804 |
| 12 | 12 | 07906 | 2007 | JOHN DEERE | TRACTOR | LV2305H325639 | No | No | No | \$19,098 | 100 | 100 | \$527 |
| 13 | 13 | 06183 | 2018 | CHEVROLET | BUS | 1HA6GUBG8JN006779 | No | No | No | \$56,772 | 100 | 100 | \$671 |
| 14 | 14 | 06183 | 2023 | BLUE BIRD | BUS | 1BAKFCJA2PF387877 | No | No | No | \$101,831 | 100 | 100 | \$958 |

New York Schools Insurance Reciprocal SCHEDULE OF INLAND MARINE

Please sign and date the form.

Signature of District Administrator: _____ Date: _____

| Category | Item | Coverage Limit | Deductible |
|--------------------------------|---|------------------------------|----------------|
| Misc. Property | | \$898,800 | \$250 |
| EDP Equipment (Incl. Software) | | \$682,250 | \$250 |
| EDP Equipment (Incl. Software) | 155 Dell OptiPlex 3050 SFF Computer Sta | \$100,762 | \$250 |
| Mobile Equipment | | \$6,500 | \$250 |
| Other (Standard) | 5 AED's | \$10,460 | \$250 |
| EDP Equipment (Incl. Software) | Project #7-671731/70 Dell Workstations | \$57,765 | \$250 |
| EDP Equipment (Incl. Software) | Project #8-719361 | \$48,276 | \$250 |
| Building and Grounds Equipment | Mini Excavator | \$1,500 | \$250 |
| Building and Grounds Equipment | Skid Steer Loader | \$1,200 | \$250 |
| | | Total Annual Premium: | \$3,702 |

New York Schools Insurance Reciprocal STATEMENT OF VALUES

TIV @ 90% \$74,789,713

New York Schools Insurance Reciprocal STATEMENT OF VALUES

TIV @ 90% \$74,789,713



Impartial Hearing Reporting System (IHRS)

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You should contact Hearing Officers in the order they appear on the screen.

| Iho Id | Last Name | First Name | Middle Name | Suffix |
|---------------------|--------------|------------|-------------|--------|
| 669 | DANIEL | AUDREY | | |
| 515 | DELEON | EDGAR | | |
| 77 | DEWAN | DEBRA | SIEDMAN | |
| 670 | DISPENZA | MARIA | R | |
| 517 | EBENSTEIN | BARBARA | J | |
| 84 | FARAGO | JOHN | | |
| 518 | FEINBERG | RONA | | |
| 520 | FINKELSTEIN | SHARYN | | |
| 86 | FLAME | LANA | S | |
| 735 | GLASSER | RANDY | | |
| 736 | GRONBACH | DAVID | | |
| 674 | GRONBACH | VANESSA | | |
| 675 | GUERRA | JEFFREY | | |
| 613 | HAKEN | STEPHEN | | |
| 524 | HEIDELBERGER | JONATHAN | | |
| 525 | HUGHES | SHERRI | L | ESQ |
| 527 | ITZLA | AMY | LYNNE | |
| 101 | JOYNER | THERESA | R | |
| 103 | KANDILAKIS | GEORGE | | |
| 817 | KASS | RICHARD | | |
| 614 | KEEFE | JEANNE | | |
| 106 | KEHOE | MARTIN | J. | III |
| 616 | KESTENBAUM | ELISE | | |
| 113 | LASSINGER | DORA | | |
| 116 | LAZAN | MICHAEL | | |
| 117 | LEDERMAN | NANCY | | |
| 681 | LEE | LAURIE | B | |
| 684 | LOWENKRON | RUTH | | |
| 617 | LUCASEY | JEAN | M. | |
| 122 | LUSHING | SUSAN | | |
| 685 | MARSICO | RICHARD | | |
| 788 | MAZZEI | JENNIFER | | |
| 537 | MCKEEVER | JAMES | | |

| | | | | |
|---------------------|------------|-----------|-------|-----|
| 631 | MILLMAN | TINA | | |
| 540 | MOORE | CHRISTINE | | |
| 620 | MURPHY | LEAH | L. | |
| 137 | NAUN | JOHN | | |
| 541 | NISELY | ROBERT | | |
| 138 | NOE | MARY | | |
| 622 | PASSMAN | JULIE | | |
| 543 | PETERS | GARY | D. | |
| 689 | PEYSER | HELENE | | |
| 150 | REICHEL | HEIDI | | |
| 545 | RICHMOND | SUSAN | MILLS | |
| 153 | RITZENBERG | KENNETH | S. | |
| 625 | ROTH | ROSLYN | | |
| 163 | SCHAD | JEROME | | ESQ |
| 627 | SCHIRO | JEFFREY | | |
| 548 | SCHNEIDER | JUDITH | | |
| 168 | SILVER | MARJORIE | A | |

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INTERMUNICIPAL AGREEMENT

This Intermunicipal Agreement ("IMA") made and intended to be effective as of the 1st day of July 2022, by and between the Malverne Union Free School District (hereinafter referred to as "MALVERNE"), as the party of the first part, having its administrative offices located at 301 Wicks Ave., Malverne, NY 11565, and the East Rockaway Union Free School District, as the party of the second part, having its administrative offices located at 443 Ocean Ave., East Rockaway, NY 11518 (hereinafter referred to as the "EAST ROCKAWAY") (collectively referred to as "the Parties").

WITNESSETH:

WHEREAS, the foregoing Parties have previously determined to enter into an IMA pursuant to New York Education Law sections 1709, 1804, 3625, and General Municipal Law Section 119-o for the purpose of providing transportation for certain children who reside in EAST ROCKAWAY during the 2021-2022 school year, and wish to extend such IMA for the 2022-2023 school year; and

WHEREAS, subject to the terms and conditions as more fully set forth herein, EAST ROCKAWAY wishes for MALVERNE to provide transportation for the students listed in Schedule "A" (annexed hereto), subject to additions and deletions during the term hereof, from and to the established pick-up/drop-off points, to and from the non-public school(s) indicated on said schedule.

WHEREAS, MALVERNE and EAST ROCKAWAY have each determined that, subject to the terms and conditions of this agreement, it would be in their district's best interest for MALVERNE to provide transportation to certain EAST ROCKAWAY students as provided for herein;

WHEREAS, in consideration of the payments set forth herein, MALVERNE is willing to provide transportation services to the said EAST ROCKAWAY students pursuant to the terms and conditions more fully set forth herein; and

NOW, THEREFORE, in consideration of the mutual covenants set forth herein, the parties agree as follows:

1. MALVERNE and EAST ROCKAWAY each represent that it is authorized, pursuant to both Article 9, Section 1 of the State Constitution and Article 5-G of the General Municipal Law to enter into intergovernmental/ intermunicipal agreements.

2. MALVERNE and EAST ROCKAWAY, believing it to be in the best interests of their taxpayers, do hereby authorize intermunicipal cooperation and assistance with and between each other for the transportation of EAST ROCKAWAY students as provided herein.

3. Term. The term of this IMA shall commence at the beginning of the 2022-2023 school year in accordance with MALVERNE's school calendar, and that of the non-public school to which home-to-school transportation will be provided hereunder, subject to paragraph 4(C) herein, and terminate on June 30, 2023. The IMA may be extended for additional one-year periods, subject to the prior approval of the Boards of Education of MALVERNE and EAST ROCKAWAY.

4. Scope of services to be provided by MALVERNE. MALVERNE agrees to provide the following transportation services to the EAST ROCKAWAY students listed in Schedule A, annexed hereto:

A. After considering and balancing the issues of student safety, convenience, routing efficiency and cost as required by the Commissioner of Education, MALVERNE agrees to transport EAST ROCKAWAY students to and from the established pick-up/drop-

off points agreed upon between both parties, to the non-public school(s) indicated in Schedule A.

B. MALVERNE shall be responsible for establishing the bus route for the transportation services described herein.

C. Such transportation services shall be rendered by MALVERNE in accordance with the MALVERNE and non-public school calendars. Transportation services shall not be provided to EAST ROCKAWAY students when MALVERNE public schools are closed, including but not limited to, closure for inclement weather.

D. MALVERNE will utilize the school buses owned/ leased and operated by MALVERNE. MALVERNE hereby represents that it currently provides transportation services to students residing in MALVERNE that attend the school to which it shall transport EAST ROCKAWAY students.

E. MALVERNE shall provide EAST ROCKAWAY with:

- i. A complete description of the bus routes along with pick-up and drop-off times; and
- ii. Copies of required insurance certificates as set forth herein; and
- iii. Reports of incidents that may occur on the buses, and such other requirements or documents as may be reasonably requested and/or required by EAST ROCKAWAY.

F. In the event that schools are closed on account of COVID-19 or similar event, and the non-public school or Malverne Union Free School District is closed, no payment shall be due hereunder as no transportation services will, in such event, be provided.

5. MALVERNE and EAST ROCKAWAY shall comply and be responsible for compliance with all applicable federal, state, and local statutes and rules regarding transportation services for students, including but not limited to, the New York State Education Law, the New York State Vehicle and Traffic Law, New York State Department of Transportation and the Commissioner's rules and regulations.

6. MALVERNE will comply and be responsible for compliance of all applicable federal, state, local statutes and rules, including but not limited to the regulations of the New York State Education Department (NYSED) specific to safety training requirements, including the completion of the School Bus Driver Safety Training Program.

7. EAST ROCKAWAY shall file the proper Transportation Contract (Form TC) and New York State Aid forms with the State Education Department in compliance with all applicable federal, state, and local statutes, rules and regulations.

8. Consideration. In full consideration for the services to be rendered by MALVERNE for the term of this IMA, EAST ROCKAWAY agrees to pay MALVERNE the following sums for transportation to and from the specified non-public schools:

- The sum of Four Hundred Sixty-Five and 00/100 dollars (\$465.00) per student per month.

9. MALVERNE shall invoice EAST ROCKAWAY on a monthly or bi-monthly basis for all transportation services provided hereunder. Invoices shall be due and payable within forty-five (45) days of receipt of the invoice.

10. EAST ROCKAWAY shall have the right to add or remove a student from the services at any time during the school year. Payment for children added or removed shall be prorated for the period of time transportation services were provided to the student.

11. EAST ROCKAWAY and MALVERNE shall file the fully executed IMA with the Department of Education as may be required.

12. Insurance. MALVERNE and EAST ROCKAWAY shall maintain in full force and effect during the Term of this Agreement: (i) Workers' Compensation Insurance Employers Liability & NYS Disability Benefits Insurance for the statutory limits as prescribed by the laws of the State of New York; (ii) comprehensive general liability insurance with limits of liability of \$1 million for each occurrence, \$2 million in the general aggregate and \$2 million for products/ completed operations; and (iii) Automobile Liability: \$1,000,000 combined single limit for owned, hired and borrowed and non-owned motor vehicles. Each party shall provide a copy of the insurance certificates to the other at least ten (10) days prior to the commencement of the Term of this IMA and shall further provide prior written notice of the cancellation, termination or modification of said policies. MALVERNE and EAST ROCKAWAY each agrees to name the other as an additional insured under its general liability and automobile liability policies.

13. In the event that any of the insurance coverage to be provided by either party contains a deductible, the parties shall indemnify and hold each other harmless from the payment of such deductible, which deductible shall in all circumstances remain the sole obligation and expense of each party.

14. The parties shall provide each other with evidence of the above insurance requirements upon execution of the within IMA. The parties further acknowledge that its failure to obtain or keep current the insurance coverage required by this IMA shall constitute a material breach of this IMA.

15. Prior to commencement of the within services, the parties shall obtain and pay for insurance as may be required to comply with the indemnification and hold harmless provisions outlined under this IMA.

16. Notices: Any notices to be given under this IMA by either party to the other may be effected by personal delivery in writing or by mail, registered or certified, postage prepaid with return receipt requested. Each party may change the address by written notice in accordance with this paragraph. Notices delivered personally will be deemed communicated as of actual receipt; mailed notices will be deemed communicated as of two (2) days after mailing.

Notice shall be delivered or mailed to:

Malverne Union Free School District
Attn: Christopher Caputo, Assistant Superintendent for Business
301 Wicks Ave.
Malverne, NY 11565

East Rockaway Union Free School District
Attn: Jacqueline Scio, Assistant Superintendent for Business
443 Ocean Ave.
East Rockaway, NY 11518

17. Termination. This IMA may be terminated by either party upon thirty (30) days written notice to the non-terminating party. In the event that MALVERNE students no longer attend school the non-public schools indicated on Schedule A during the term of this IMA, MALVERNE shall no longer be obligated to provide transportation services to the students of EAST ROCKAWAY, and this IMA shall terminate immediately upon notice from MALVERNE to the EAST ROCKAWAY of such discontinuation of services. MALVERNE

shall, however, make every reasonable effort to provide EAST ROCKAWAY with at least thirty (30) days written notice of termination in such event. Upon termination, the parties shall undertake all necessary steps to wind down activities hereunder. In the event of termination, EAST ROCKAWAY shall be liable for and make payment of all sums due and owing for transportation services rendered up to the effective date of termination.

18. Indemnification and Hold Harmless Provision: MALVERNE and EAST ROCKAWAY each further agree that it will defend, indemnify and hold harmless the other, 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, neglect or breach of duties by either MALVERNE or EAST ROCKAWAY or any of its officers, directors, agents or employees taken or made with respect to this IMA.

19. Discrimination: Services provided pursuant to this IMA shall be provided without regard to race, creed, color, sex, sexual orientation, national origin, religion, age or disability.

20. This IMA shall be governed by the laws of the State of New York.

21. Severability: If any term, provision, covenant or condition of this IMA, 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 IMA and such term, provision, covenant or condition as applied to other persons, places and circumstances shall remain in full force and effect.

22. This IMA constitutes the full and complete IMA between MALVERNE and EAST ROCKAWAY, and supersedes all prior written and oral agreements, commitments or understandings with respect thereto.

23. This IMA has been mutually arrived at and shall not be construed against either party as being the drafter or causing this IMA to be drafted.

24. Any alteration, change, addition, deletion or modification of any of the provisions of this IMA or any right either party has under this IMA shall be made by mutual assent of the parties in writing and signed by both parties, and subject to the approval of the State Education Department, as required.

25. This IMA may not be assigned by either party without the prior written authorization of the non-assigning party.

26. Nothing contained in this IMA shall be construed to create an employment or principal-agent relationship or partnership or joint venture, between MALVERNE and EAST ROCKAWAY and any officer, employee, servant, agent or independent contractor of MALVERNE.

27. The undersigned representatives of MALVERNE and EAST ROCKAWAY hereby represent and warrant that they have the full legal rights, power and authority to enter into this IMA on behalf of the respective school districts and bind the same with respect to the obligations and terms contained herein. This IMA shall not become binding until approved by MALVERNE and EAST ROCKAWAY by resolution at a duly convened public meeting.

28. This Agreement may be executed in counterparts. Further, a copy of a signature on a facsimile or electronic transmission of this Agreement shall have the same force and effect if it were an original signature.

IN WITNESS WHEREOF, the parties hereto have caused this IMA to be executed by their duly authorized representatives effective as of the day and year first above written.

MALVERNE UNION FREE SCHOOL DISTRICT

BY: _____ Date: _____
Malverne UFSD Board of Education

EAST ROCKAWAY UNION FREE SCHOOL DISTRICT

BY: _____ Date: _____
East Rockaway UFSD Board of Education

DISCLOSURE AND CONSENT AGREEMENT

This Agreement is made and intended to be effective as of the last date of execution indicated below by, between and among the law firm of Frazer & Feldman LLP (hereinafter the "Firm") with its principal place of business located at 1415 Kellum Place, Suite 201, Garden City, NY, 11530, the East Rockaway Union Free School District (hereinafter "East Rockaway") with its administrative offices located at 443 Ocean Ave., East Rockaway, NY 11518, and the Malverne Union Free School District, (hereinafter "Malverne") having its administrative offices located at 301 Wicks Lane, Malverne, NY 11565.

WHEREAS, the Firm is currently counsel to and represents the East Rockaway Union School District ("East Rockaway"); and

WHEREAS, the Firm is also currently counsel to and represents the Malverne Union Free School School District ("Malverne"), and

WHEREAS, both East Rockaway and Malverne have requested legal guidance and counsel from the Firm in connection with the transportation of certain students who reside in East Rockaway by Malverne, and

WHEREAS, the Districts have requested that the Firm provide a template intermunicipal cooperation agreement for use by them in connection with the transportation of such students during the **2022-2023** school year, and

WHEREAS, it is the understanding of East Rockaway and Malverne that they are united in interest in the transportation of such students, and

WHEREAS, East Rockaway and Malverne are each aware of the Firm's regular representation of the other and neither district has chosen to seek independent legal counsel regarding this matter at this time,

NOW THEREFORE, the parties hereto acknowledge and agree as follows:

1. The Firm has advised East Rockaway and Malverne that it regularly represents the other. The Firm has advised East Rockaway and Malverne of each district's right to have independent counsel provide the legal assistance and advice that it seeks. The Firm has advised East Rockaway and Malverne that to the extent that either seeks negotiation of the terms of the template agreement, the Firm cannot negotiate the terms of the template inter-municipal cooperation agreement on behalf of either East Rockaway or Malverne.

2. The Firm has also explained to East Rockaway and Malverne that it does not believe there is any conflict of interest in drafting the template inter-municipal cooperation

Capital Markets Advisors, LLC

Independent Financial Advisors

FINANCIAL ADVISORY SERVICES AGREEMENT

This Agreement has been entered into this _____ day of _____, 2022 by and between the East Rockaway Union Free School District (the "District") and Capital Markets Advisors, LLC ("CMA"), a limited liability company created under the laws of the State of New York and having its principal place of business at 11 Grace Avenue, Suite 308, Great Neck, New York 11021.

Section 1 Financial Advisory Services

CMA will provide the following services in connection with bond and note financings (the "Issue"), undertaken by District during the term of this Agreement.

- 1.01 Review legal, financial, economic and other information necessary for CMA to advise the District in planning, structuring and otherwise completing each Issue to be undertaken by the District.
- 1.02 Discuss a plan of financing which will include CMA's analysis and recommendations to the District regarding funding requirements, structuring alternatives, marketing, method of sale, security features, call provisions, credit ratings, credit enhancement, term, federal tax implications and such other matters which the District and CMA agree should be included in the plan of financing.
- 1.03 Prepare or assist in the preparation of financing documents, as required by the District, including but not limited to: Official Statement, Notice of Sale and Bid Sheet, request for a credit rating, request for municipal bond insurance, DTC Letter of Representations and Debt Statement.
- 1.04 Upon the request of the District, CMA will assist the District in the selection of other service providers necessary to conduct each Issue including but not limited to Bond Counsel, rating agencies, bond insurers, underwriters, trustee and financial printer, if appropriate.
- 1.05 Prepare and maintain a financing schedule, cost of issue budget, list of participants, and take such other actions requested by the District to efficiently manage each Issue.
- 1.06 Participate in debt sale, confirm net interest cost calculation and make award recommendation.
- 1.07 Assist the District with the delivery of proceeds of each Issue, payment of issuance costs and other matters related to closing each Issue.
- 1.08 Participate in the closing of the Issue and verify receipt of Issue proceeds.
- 1.09 Provide Continuing Disclosure Services as required by the US Securities & Exchange Commission.

Capital Markets Advisors, LLC

Independent Financial Advisors

Section 2 Compensation

- 2.01 For CMA's performance of advisory services on behalf of the District as described in Section 1 hereof, CMA's fees, some of which are contingent on an issue closing, will be as follows:
- For bond and lease issues: a base fee of \$8,850 plus \$0.57 per \$1,000 of bonds issued;
 - For note issues: a base fee of \$4,600 plus \$0.27 per \$1,000 of notes issues
 - For Continuing Disclosure as required by the SEC: \$2,600 per year including all required Material Event Notices. Material Event Notices must be filed on EMMA within ten business days of their occurrence. The District must provide CMA within seven business days of the occurrence of a Material Event in order for CMA to file timely notice.
- 2.02 The District will pay normal issuance costs such as printing, postage, photocopying, bond counsel, rating agency fees and other associated expenses.
- 2.03 Additional services such as state aid assistance will billed at an hourly rate of \$195.
- 2.04 Payment of CMA's compensation is due within 30 days of receipt of CMA's invoice following the closing of the financing.

Section 3 Term of Agreement

The term of this Agreement shall be from the date hereof to June 30, 2023.

Section 4 Responsibilities of Parties

CMA does not assume the responsibilities of District, nor the responsibilities of the other professionals and vendors representing District, in the provision of services and the preparation of financing documents for financings under this agreement. CMA accepts the relationship of trust and confidence established between it and the District. CMA agrees to furnish its best skill and judgment in the performance of its services in the most expeditious and economical manner consistent with the interests of the District. Information obtained by the CMA, either through its own efforts or provided by the District, included in the financing documents, or otherwise provided to the District, is by reason of experience and professional judgment, believed to be accurate; however, such information is not guaranteed by the CMA.

Section 5 Required Regulatory Disclosure

Conflicts of Interest Disclosure

CMA is an MSRB Registered Municipal Advisor that conducts all municipal advisory activities subject to the fiduciary standards of conduct. MSRB Rule G-42 requires that municipal advisors disclose to their clients any actual or potential material conflict of interest, including certain categories of potential conflicts of interest identified in Rule G-42, if applicable. If no such material conflicts of interest are known to exist, municipal advisors are required to provide a written statement to that effect.

Capital Markets Advisors, LLC

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To the best of CMA's knowledge and belief, neither CMA nor any associated person has any material undisclosed conflict of interest.

- CMA has no financial interest in, nor does CMA receive any undisclosed compensation from, any firm or person that CMA may use in providing any advice, service, or product to or on behalf of any CMA client.
- CMA does not pay contracted MSRB registered solicitors or other MSRB registered municipal advisors directly or indirectly in order to obtain or retain an engagement to perform municipal advisory services for any municipal entity.
- CMA does not receive any payments from a third party to enlist CMA's recommendation of services, municipal securities transactions, or any municipal financial product or service.
- CMA does not have any fee-splitting arrangements with any provider of investments or services to any municipal entity.
- CMA may have conflicts of interest arising from compensation for municipal activities to be performed that are contingent on the size or closing of such transaction for which CMA is providing advice. This potential conflict of interest exists if CMA should fail to get paid for its work on a transaction in the event that transaction does not close.
- CMA services a wide variety of other clients that may from time to time have interests that could have a direct or indirect impact on the interests of other municipal clients. These other clients may, from time to time and depending on specific circumstances, have competing interests, such as accessing the market with the most advantageous timing. In acting in the interests of its various clients, CMA could potentially face a conflict of interest arising from these competing client interests. However, none of these other engagements or relationships would impair CMA's ability to fulfill its regulatory duties to its municipal clients.
- There are no other actual conflicts of interest that could reasonably be anticipated to impair CMA's ability to provide advice to any municipal entity in accordance with the standard of fiduciary conduct.

Information Regarding Legal Events and Disciplinary History Disclosure:

MSRB Rule G-42 requires that municipal advisors provide to their clients certain disclosures of legal or disciplinary events material to the client's evaluation of the municipal advisor or the integrity of the municipal advisor's management or advisory personnel.

- Neither CMA nor any of its Associated Persons are currently subject to or have been subject to any legal or disciplinary event that could be material to a client's evaluation of the Firm or the integrity of its management or Associated Persons.
- CMA's Form MA and Form MA-I's for each of the Firm's Associated Persons are posted in the Edgar Database located on the U.S. Securities and Exchange Commission's website (www.sec.gov).
- CMA has not made any material legal or disciplinary event disclosures on Form MA or any Form MA-I filed with the U.S. Securities and Exchange Commission.

Future Supplemental Disclosures:

As required by MSRB Rule G-42, these disclosures may be supplemented or amended, from time to time as needed, to reflect changed circumstances resulting in new conflicts of interest or changes in the conflicts of interest described, or to provide information with regard to any legal or disciplinary events. CMA will provide its municipal clients with any supplement or amendment as it becomes available throughout the terms of each agreement or contract.

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Section 6 Binding Effect

All agreements and covenants contained herein are severable and in the event any of them shall be held to be invalid by any competent court, this agreement shall be interpreted as if such invalid agreements or covenants were not contained herein, and the remaining provisions of this agreement shall remain in full force and effect. Each party hereto represents and warrants that this agreement has been duly authorized and executed by it and constitutes its valid and binding agreement.

Section 7 Modification and Termination

This Agreement contains the entire agreement of the parties. It may be amended in whole or in part from time to time in writing by mutual consent of the parties.

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the day and year first set forth on the first page hereof.

Capital Markets Advisors, LLC

East Rockaway Union Free School District

Richard Tortora

Richard R. Tortora
President

By _____

Name: _____

Title: _____

Date: _____