

**AGENDA**  
**ROCKY POINT PUBLIC SCHOOLS**  
**BOARD OF EDUCATION MEETING**  
**January 9, 2023**

**Reminder Regarding Public Comment:**

- Speakers must present their license to Mrs. Crossan as they approach the podium to allow for their address to be recorded. Speakers will announce their name once at the podium.
- Public comment at meetings of the Board shall be restricted to civil discourse, free from disparaging remarks or inferences toward any person or organization. Speakers who fail to observe this protocol will be ruled out of order.
- A period of time not to exceed fifteen (15) minutes, unless extended at any given meeting by resolution of the Board, shall be provided prior to Board action on the agenda. Each speaker shall be limited to a maximum of three minutes. Speakers may not share, defer, or otherwise reallocate any or all of the three minutes afforded them.
- A period of time not to exceed thirty (30) minutes, unless extended at any given meeting by resolution of the Board, shall be provided subsequent to the completion of Board action on the agenda. Each speaker shall be limited to a maximum of three minutes. Speakers may not share, defer, or otherwise reallocate any or all of the three minutes afforded them.
- Speakers shall be ruled out of order if they attempt to speak about any specific student or employee, by name or title.

**I Meeting called to Order:**

Present: Jessica Ward, President  
Michael Lisa, Vice President  
Edward Casswell, Trustee  
Susan Sullivan, Trustee  
Erin Walsh, Trustee  
Scott O'Brien, Ed.D., Superintendent of Schools  
Susann Crossan, Assistant Superintendent  
Christopher Van Cott, Assistant Superintendent for Business  
Kelly White, District Clerk

Absent:

**II Executive Session**

At \_\_\_\_\_ p.m. motion made and seconded to adjourn to Executive Session to discuss \_\_\_\_\_.

Motion \_\_\_\_\_<sup>2<sup>nd</sup></sup> \_\_\_\_\_ Vote \_\_\_\_\_

**The Board returned to Open Session at \_\_\_\_\_ p.m.**

**Pledge of Allegiance**

**Superintendent's Report**

**CONSENT AGENDA**

The items listed below are presented as part of the Consent Agenda which can be adopted by the Board of Education under a single motion followed by a second and then a formal vote. On the following page the Consent Agenda items are listed in their regular order within a group. Before an actual vote is taken, any Consent Agenda item may be removed by a Board member without a formal motion or second. If this occurs, the indicated resolution will be discussed during its regular order on the agenda and voted on individually.

**III-IV            Consent Agenda Items**

**BE IT RESOLVED**, that the Board of Education accepts the following agenda items as one item.

**III:    Minutes** – Regular Meeting December 12, 2022

**IV:    Committees on Special Education Schedules** 1-9-23-A and 1-9-23-B as recommended by the Superintendent of Schools, to arrange for appropriate services, as indicated.

Motion \_\_\_\_\_ 2<sup>nd</sup> \_\_\_\_\_ Vote \_\_\_\_\_

**V                    Workforce Development Institute, Inc. Funding Award**

**WHEREAS**, the District has been awarded \$17,425.00 from the Workforce Development Institute, Inc. ("WDI"), a statewide non-profit that works to increase opportunities for potential success within construction trades, engineering and architectural industries. Said award will be utilized to upgrade equipment and ancillary items in District Career and Technical Education (CTE) instructional spaces; and

**BE IT RESOLVED**, that upon the recommendation of the Superintendent of Schools, the Board of Education hereby accepts the award in the amount of \$17,425.00 from WDI and authorizes the President of the Board of Education to execute the associated funding agreement; and

**RESOLVED**, the Rocky Point Union Free School District hereby approves upon the recommendation of the Superintendent of Schools, to increase the general fund budget by \$17,425.00 as a result of the funding award from WDI.

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

A2110208033100     \$7,750.00

A2100500033100     \$9,675.00

Motion \_\_\_\_\_ 2<sup>nd</sup> \_\_\_\_\_ Vote \_\_\_\_\_

**VI Surplus Equipment**

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

Motion \_\_\_\_\_ 2<sup>nd</sup> \_\_\_\_\_ Vote \_\_\_\_\_

**VII General Education Tuition Contract - Shoreham- Wading River Central School District**

**BE IT RESOLVED**, that upon the recommendation of the Superintendent of Schools, the Board of Education approves a tuition contract with the Shoreham-Wading River School District whereby the Rocky Point Union Free School District shall provide requested general education instruction services to Shoreham-Wading River resident student(s) for the 2022-23 school year.

**BE IT FURTHER RESOLVED**, the Board of Education authorizes the President of the Board to execute said 2022-23 tuition contract, as attached.

Motion \_\_\_\_\_ 2<sup>nd</sup> \_\_\_\_\_ Vote \_\_\_\_\_

**VIII Family Integrated Consulting & Resources/Project Presence Proposal (Revised)**

**WHEREAS**, the United States federal government enacted the American Rescue Plan (ARP) of 2021, Public Law 117-2 on March 11, 2021;

**WHEREAS**, the ARP provides financial assistance to States and school districts to sustain the safe operation of schools and address the impact of the corona virus pandemic on the nation's students;

**WHEREAS**, the District has developed a multi-year plan reflecting initiatives in accordance with the requirements of ARP which includes the need to provide evidence-based strategies to address students' social, emotional, mental health, and academic needs;

**WHEREAS**, the District has utilized Family Integrated Consulting & Resources, a provider of said services, and it is desirous to maintain and further expand the relationship with this vendor;

**RESOLVED**, based upon the recommendation of the Superintendent of Schools, the Board of Education hereby approves the attached revised 2022-23 proposal from Family Integrated Consulting & Resources as a sole source proprietor of a comprehensive integrated social, emotional, learning program; and

**BE IT FURTHER RESOLVED**, the proposal will be funded by the ARP and can be terminated by either party.

Motion \_\_\_\_\_ 2<sup>nd</sup> \_\_\_\_\_ Vote \_\_\_\_\_

**IX Granting of Town of Brookhaven Exemptions for 2023-24**

**BE IT RESOLVED**, that upon the recommendation of the Superintendent of Schools, the Board of Education grants any/all of the following exemptions:

- RP 467 Partial Exemption for Seniors - (Local options 1, 2 & 3)
- RP 459C Limited Income Disability Exemption - (Local options 1, 2 & 3)
- RP 458A Alternative Veterans Exemption - (Local options 1, 2, 3 & 4)
- RP 458B Cold War Veterans Exemption- (Local options 1, 2 & 3)
- RP 466C Fire/Ambulance Workers Exemption - (Local options 1, 2, 3, 4 & 5)

Motion \_\_\_\_\_ 2<sup>nd</sup> \_\_\_\_\_ Vote \_\_\_\_\_

**X Revision and Re-adoption of Board of Education Policy Numbers 2330, 6121 and 7530 (Second Reading)**

**BE IT RESOLVED**, that the Board of Education re-adopts the following revised policies (second reading):

- 2330 Expense Reimbursement
- 6121 Sexual Harassment in the Workplace
- 7530 Child Abuse and Maltreatment

Motion \_\_\_\_\_ 2<sup>nd</sup> \_\_\_\_\_ Vote \_\_\_\_\_

**XI 2022-2023 Health Service Contract-W. Islip UFSD**

**BE IT RESOLVED**, that upon the recommendation of the Superintendent of Schools, the Board of Education authorizes the President of the Board of Education and the Superintendent of Schools to enter into an agreement for health services for the 2022-2023 school year with the following district: West Islip Union Free School District.

Motion \_\_\_\_\_ 2<sup>nd</sup> \_\_\_\_\_ Vote \_\_\_\_\_

**XII Agreement between the Board of Education and Dorothy Tis**

**BE IT RESOLVED**, that upon the recommendation of the Superintendent of School the Board of Education authorizes the President of the Board of Education to execute an Agreement between the District and Dorothy Tis in accordance with existing provisions in her employment agreement, Paragraph 8(a) and 8(c) effective July 1, 2022.

Motion \_\_\_\_\_ 2<sup>nd</sup> \_\_\_\_\_ Vote \_\_\_\_\_

**XIII Employment Agreement – Kim Trypaluk**

**BE IT RESOLVED**, that the Board of Education of the Rocky Point UFSD approves the employment agreement between the Board of Education and Kim Trypaluk, Principal Office Assistant, and authorizes the President of the Board of Education to execute same on behalf of the Board of Education.

Motion \_\_\_\_\_ 2<sup>nd</sup> \_\_\_\_\_ Vote \_\_\_\_\_

**XIV Personnel**

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

Motion \_\_\_\_\_ 2<sup>nd</sup> \_\_\_\_\_ Vote \_\_\_\_\_

**XV New Business**

**XVI Executive Session (if necessary)**

At \_\_\_\_\_ PM, a motion was made by \_\_\_\_\_ and seconded by \_\_\_\_\_ to go into Executive Session to discuss \_\_\_\_\_.

Motion \_\_\_\_\_ 2<sup>nd</sup> \_\_\_\_\_ Vote \_\_\_\_\_

**XVII Adjournment**

I move that the Board of Education adjourns the meeting at \_\_\_\_\_ PM

Motion \_\_\_\_\_ 2<sup>nd</sup> \_\_\_\_\_ Vote \_\_\_\_\_

**MINUTES**  
**ROCKY POINT PUBLIC SCHOOLS**  
**BOARD OF EDUCATION MEETING**  
**December 12, 2022**

Ms. Ward called the meeting to order at 5:31 p.m. in the auditorium of Rocky Point High School.

Present:            Jessica Ward, President  
                      Michael Lisa, Vice President  
                      Edward Casswell, Trustee  
                      Susan Sullivan, Trustee  
                      Erin Walsh, Trustee  
                      Scott O'Brien, Ed.D., Superintendent of Schools  
                      Susann Crossan, Assistant Superintendent  
                      Kelly White, District Clerk

Absent:            Christopher Van Cott, Assistant Superintendent for Business

**EXECUTIVE SESSION**

At 5:31 p.m. a motion was made by Erin Walsh, and seconded by Susan Sullivan, to adjourn to Executive Session to discuss personnel and legal matters.

All in favor – motion carried 5-0

The Board returned to Open Session at 7 p.m.

**PLEDGE OF ALLEGIANCE**

**SUPERINTENDENT'S REPORT**

Dr. O'Brien shared that an update on the Strategic Planning process will be posted tomorrow in the Rocky Point Strategic Plan portion of the district website. He added that the Steering Committee will meet on December 15. Dr. O'Brien wished the meeting attendees a Happy and Healthy Holiday.

Ms. Ward opened the floor to questions/comments regarding the agenda.

There were no questions/comments.

## **CONSENT AGENDA**

The items listed below are presented as part of the Consent Agenda which can be adopted by the Board of Education under a single motion followed by a second and then a formal vote. On the following page the Consent Agenda items are listed in their regular order within a group. Before an actual vote is taken, any Consent Agenda item may be removed by a Board member without a formal motion or second. If this occurs, the indicated resolution will be discussed during its regular order on the agenda and voted on individually.

### **III-IX CONSENT AGENDA ITEMS**

Upon a resolution made by Michael Lisa, and seconded by Susan Sullivan, the following resolution was offered:

**BE IT RESOLVED**, that the Board of Education accepts the following agenda items as one item.

- III: Minutes** – Regular Meeting November 14, 2022
- IV: Budget Transfer Summary** – November 2022
- V: Treasurer’s Reports** – November 2022
- VI: Extra-Classroom Activity Account Treasurer’s Report** – November 2022
- VII: Financials** - November 2022
- VIII: Internal Claims Audit Report** – November 2022
- IX: Committees on Special Education Schedules** 12-12-22-A and 12-12-22-B as recommended by the Superintendent of Schools, to arrange for appropriate services, as indicated.

All in favor – Motion carried 5-0

### **X PTA DONATION OF ITEMS FOR MINDFULNESS ROOM AND LIBRARY**

Upon a resolution made by Susan Sullivan, and seconded by Erin Walsh, the following resolution was offered:

**BE IT RESOLVED**, that upon the recommendation of the Superintendent of Schools, the Board of Education accepts the ten (10) Rubik's Cubes, ten (10) decks of UNO cards, one (1) Sensory Aquarium Lamp, one (1) Origami Kit, Glue sticks, USB Wall Chargers, and Origami Paper, valued at approximately \$90.84, \$70.39, \$32.99, \$13.77, \$12.56, \$26.98 and \$13.95 respectively, totaling \$261.48, from the Rocky Point PTA, as attached.

All in favor – Motion carried 5-0

Ms. Ward thanked the PTA for their continued support.

**XI REVISION AND RE-ADOPTION OF BOARD OF EDUCATION POLICY NUMBERS 2330, 6121 AND 7530 (REVISED FIRST READING)**

Upon a resolution made by Erin Walsh, and seconded by Ed Casswell, the following resolution was offered:

**BE IT RESOLVED**, that the Board of Education re-adopts the following revised policies (first reading):

- 2330 Expense Reimbursement
- 6121 Sexual Harassment in the Workplace
- 7530 Child Abuse and Maltreatment

All in favor – Motion carried 5-0

**XII E-RATE AWARD- CORE BTS**

Upon a resolution made by Ed Casswell, and seconded by Michael Lisa, the following resolution was offered:

**BE IT RESOLVED**, that upon the recommendation of the Superintendent of Schools, the Board of Education approves the Proposal for Meraki 3-Year WiFi Subscription Licenses (7/1/2023-6/30/2026) to CORE BTS, at a pre-discounted amount of \$63,339.25, as per the attached. The District will utilize funding through the E-rate program to cover 50% of said costs via the Service Provider Invoice Method. Net cost paid to CORE BTS by the District to be \$31,669.63.

All in favor – Motion carried 5-0

**XIII DISTRICT OFFICE MAIL SYSTEM TERM RENTAL AGREEMENT**

Upon a resolution made by Michael Lisa, and seconded by Susan Sullivan, the following resolution was offered:

**BE IT RESOLVED**, that upon the recommendation of the Superintendent of Schools, the Board of Education authorizes the Assistant Superintendent for Business to enter into a 60-month Term Rental Agreement with Quadient Inc. for the Quadient IX5HF Mailing System, located at the Rocky Point Administration Office, beginning February 2023.

All in favor – Motion carried 5-0



**XIV FIRST STUDENT, INC. CONTRACT AMENDMENT – AFTER SCHOOL VAN PRICING**

Upon a resolution made by Susan Sullivan, and seconded by Erin Walsh, the following resolution was offered:

**BE IT RESOLVED**, based upon the recommendation of the Superintendent of Schools, the Board of Education President is authorized to execute an amendment to the District's transportation agreement with First Student, Inc. for afterschool van pricing. The 2022-23 rate for said service is \$189.80 per trip and will renew at annual increases reflecting New York State's Consumer Price Index for transportation contracts in school years 2023-24, 2024-25, 2025-26 and 2026-27.

All in favor – Motion carried 5-0

**XV SPECIAL EDUCATION PARENT CHOICE CONTRACT - SOUTH HUNTINGTON UNION FREE SCHOOL DISTRICT**

Upon a resolution made by Erin Walsh, and seconded by Ed Casswell, the following resolution was offered:

**BE IT RESOLVED**, that upon the recommendation of the Superintendent of Schools, the Board of Education authorizes the President of the Board of Education to enter into a contract with South Huntington Union Free School District for special education students' services at St. Anthony's High School for the 2022-23 school year, as required under applicable Individual Educational Programs, applicable law, and/or District Policy.

All in favor – Motion carried 5-0

**XVI ROCKY POINT 403(B) RETIREMENT PLAN DOCUMENT UPDATE**

Upon a resolution made by Ed Casswell, and seconded by Michael Lisa, the following resolution was offered:

**WHEREAS**, the Rocky Point UFSD ("District") maintains the Rocky Point UFSD 403(b) Retirement Plan ("Plan"); and

**WHEREAS**, the Plan was duly adopted on the 1st day of January, 2009 by the District's Board of Education ("Board"); and

**WHEREAS**, the Board desires to restate and amend the Plan as regarding section 5.5 Hardship Withdrawals;

**NOW, THEREFORE, BE IT RESOLVED** based upon the recommendation of the Superintendent of Schools, the President of the Board is authorized to execute said amendment.

All in favor – Motion carried 5-0

**XVII MEMORANDUM OF AGREEMENT BETWEEN THE BOARD OF EDUCATION AND THE ROCKY POINT SCHOOL RELATED PROFESSIONAL' S ASSOCIATION**

Upon a resolution made by Michael Lisa, and seconded by Susan Sullivan, the following resolution was offered:

**BE IT RESOLVED**, that upon the recommendation of the Superintendent of Schools the Board of Education authorizes the President of the Board of Education to execute a Memorandum of Agreement between the District and the Rocky Point School Related Professional's Association for the purpose of adding one (1) new position to Article I of the Collective Bargaining Agreement between the Rocky Point Union Free School District and the Rocky Point School Related Professional' s Association effective December 12, 2022 as per attached.

All in favor – Motion carried 5-0

**XVIII PERSONNEL**

Upon a resolution made by Susan Sullivan, and seconded by Erin Walsh, the following resolution was offered:

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

All in favor – Motion carried 5-0

**XIX NEW BUSINESS**

Ms. Ward inquired of the trustees if there was any new business they wished to discuss.

There was no new business at this time.

Ms. Ward once again opened the floor to questions/comments.

There were no questions/comments.

**XX                    ADJOURNMENT**

At 7:09 p.m. a motion was made by Michael Lisa, and seconded by Erin Walsh, to adjourn the meeting.

All in favor – Motion carried 5-0

Ms. Ward wished the meeting attendees a wonderful Holiday.

Respectfully submitted,

Kelly White  
District Clerk

DRAFT

# *Interoffice Memorandum*

**TO:** *Dr. Scott O'Brien, Ed.D*

**FROM:** *Kristen White, Executive Director of Pupil Personnel*

**DATE:** *December 19, 2022*

**RE:** *Board Action Sheets*

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*Below please find the schedule to be approved at the January 9, 2023 Board of Education meeting:*

<b>SCHEDULE-A 1/9/23</b>		
<b>Year</b>	<b>Date</b>	<b>Location</b>
2022-2023	November 22, 2022- December 15, 2022	CSE & SCSE meetings conducted for students attending in-district and out of district placements
2022-2023	November 22, 2022- December 15, 2022	CSE District Wide Amendments without meetings

**BOE ACTION Summary DATE? DECISION?**

CMA BOE Date	CR Doc Committee Responsible	CMA Reason	Decision/Status	CMA Date	CR Expected Grade	CR Next Recommended School (> 2010-11 SY)	Program Start	Program End	Program Ratio	Program Frequency	Program Period	Program Duration	Program Location	Related Service	RS Start	RS End	RS Ratio	RS Frequency	RS Period	RS Duration	
01/09/2023	CSE	Program Review	Classified	11/09/2022	03									Counseling-Social Skills	09/09/2022	06/16/2023	Small Group (5:1)	1	Weekly	30	
		Program Review	Classified		03									Counseling	09/09/2022	06/16/2023	Individual	1	Weekly	30	
		Program Review	Classified		03									Parent Counseling and Training	09/09/2022	06/16/2023	Individual	1	Monthly	60	
		Program Review	Classified		03									Skilled Nursing Services	09/01/2022	06/23/2023	Individual	2	Daily	10	
		Program Review	Classified		03									Skilled Nursing Services	09/01/2022	06/23/2023	Individual	2	Weekly	10	
		Program Review	Classified	11/10/2022	05		Special Class	12/05/2022	06/23/2023	8:1:1		1	Daily	330 All Academic Classes	12/05/2022	06/23/2023	Small Group (5:1)	1	Weekly	30	
		Program Review	Classified		05		Special Class	12/05/2022	06/23/2023	8:1:1		1	Daily	330 All Academic Classes	12/05/2022	06/23/2023	Individual	2	Weekly	30	
		Initial Eligibility Determination Meeting	Classified	11/14/2022	10		Integrated Co-teaching Services	11/29/2022	06/23/2023			5	Weekly	42 English / Language Arts Class							
		Initial Eligibility Determination Meeting	Classified		10		Integrated Co-teaching Services	11/29/2022	06/23/2023			5	Weekly	42 Science Class							
		Initial Eligibility Determination Meeting	Classified		10		Integrated Co-teaching Services	11/29/2022	06/23/2023			5	Weekly	42 Social Studies Class							
		Initial Eligibility Determination Meeting	Classified		10		Integrated Co-teaching Services	11/29/2022	06/23/2023			5	Every 2 weeks	42 Science Class							
		Initial Eligibility Determination Meeting	Classified		09		Special Class - Math	11/14/2022	06/23/2023	15:1		5	Weekly	42 Math Class	Counseling	11/14/2022	06/16/2023	Individual	1	Weekly	30
		Initial Eligibility Determination Meeting	Classified		09		Special Class - Social Studies	11/14/2022	06/23/2023	15:1		5	Weekly	42 Social Studies Class	Counseling	11/14/2022	06/16/2023	Individual	1	Weekly	30
		Initial Eligibility Determination Meeting	Classified		09		Special Class - Science	11/14/2022	06/23/2023	15:1		5	Weekly	42 Science Class	Counseling	11/14/2022	06/16/2023	Individual	1	Weekly	30
		Initial Eligibility Determination Meeting	Classified		09		Resource Room Program	11/14/2022	06/23/2023	5:1		5	Every Other Day	42 Resource Room							
		Initial Eligibility Determination Meeting	Classified		09		Integrated Co-teaching Services	11/14/2022	06/23/2023			5	Weekly	42 English / Language Arts Class							
		Initial Eligibility Determination Meeting	Classified		09		Integrated Co-teaching Services	11/14/2022	06/23/2023			5	Weekly	42 Math Class							
		Initial Eligibility Determination Meeting	Classified		09		Integrated Co-teaching Services	11/14/2022	06/23/2023			5	Weekly	42 Science Class							
		Initial Eligibility Determination Meeting	Classified		09		Integrated Co-teaching Services	11/14/2022	06/23/2023			5	Weekly	42 Social Studies Class							
		Initial Eligibility Determination Meeting	Classified		09		Integrated Co-teaching Services	11/14/2022	06/23/2023			5	Every 2 weeks	42 Science Class							
		Program Review	Classified	11/21/2022	02		Special Class	11/21/2022	06/23/2023	15:1+1		6	Daily	40 Classroom Speech/Language Therapy	09/09/2022	06/16/2023	Small Group (5:1)	2	Weekly	30	

Program Review	Classified	02	Special Class	11/21/2022 06/23/2023 15:1+1	6 Daily	40 Classroom Occupational Therapy	09/09/2022 06/16/2023	Small Group (5:1)	2 Weekly	30	
Program Review	Classified	02	Special Class	11/21/2022 06/23/2023 15:1+1	6 Daily	40 Classroom Counseling-Social Skills	09/09/2022 06/16/2023	Small Group (5:1)	1 Weekly	30	
Program Review	Classified	Kdg.	Integrated Co-teaching Services	09/01/2022 06/23/2023	6 Daily	40 Classroom Speech/Language Therapy	09/09/2022 06/16/2023	Individual	1 Weekly	30	
Program Review	Classified	Kdg.	Integrated Co-teaching Services	09/01/2022 06/23/2023	6 Daily	40 Classroom Speech/Language Therapy	09/09/2022 06/16/2023	Small Group (5:1)	1 Weekly	30	
Program Review	Classified	Kdg.	Integrated Co-teaching Services	09/01/2022 06/23/2023	6 Daily	40 Classroom Counseling	11/21/2022 06/16/2023	Small Group (5:1)	1 Weekly	30	
Program Review	Classified	02	Special Class	09/01/2022 06/23/2023 12:1+1	6 Daily	40 Classroom Counseling-Social Skills	11/21/2022 06/16/2023	Small Group (5:1)	1 Weekly	30	
Program Review	Classified	02	Special Class	09/01/2022 06/23/2023 12:1+1	6 Daily	40 Classroom Occupational Therapy	09/09/2022 06/16/2023	Small Group (5:1)	2 Weekly	30	
Program Review	Classified	02	Special Class	09/01/2022 06/23/2023 12:1+1	6 Daily	40 Classroom Physical Therapy	11/21/2022 06/16/2023	Individual	3 Weekly	30	
Program Review	Classified	02	Special Class	09/01/2022 06/23/2023 12:1+1	6 Daily	40 Classroom Speech/Language Therapy	09/09/2022 06/16/2023	Individual	2 Weekly	30	
Program Review	Classified	02	Special Class	09/01/2022 06/23/2023 12:1+1	6 Daily	40 Classroom Speech/Language Therapy	09/09/2022 06/16/2023	Small Group (5:1)	1 Weekly	30	
Parent Request	Classified	11/22/2022 08	Integrated Co-teaching Services	09/01/2022 06/23/2023	5 Weekly	42 English / Language Arts Class					
Parent Request	Classified	08	Integrated Co-teaching Services	09/01/2022 06/23/2023	5 Weekly	42 Math Class					
Parent Request	Classified	08	Integrated Co-teaching Services	09/01/2022 06/23/2023	5 Weekly	42 Science Class					
Parent Request	Classified	08	Integrated Co-teaching Services	09/01/2022 06/23/2023	5 Weekly	42 Social Studies Class					
Reevaluation Review	Classified	03	Special Class	09/06/2022 06/23/2023 15:1+1	6 Daily	40 Classroom Speech/Language Therapy	11/22/2022 06/16/2023	Individual	2 Weekly	30	
Reevaluation Review	Classified	03	Special Class	09/06/2022 06/23/2023 15:1+1	6 Daily	40 Classroom Counseling	11/22/2022 06/16/2023	Individual	1 Weekly	30	
Manifestation Determination	Classified	11/28/2022 07	Resource Room Program	09/01/2022 06/23/2023 5:1	5 Weekly	42 Resource Room Speech/Language Therapy	09/09/2022 06/16/2023	Small Group (5:1)	2 Weekly	30	
Program Review	Classified	11/29/2022 06	Integrated Co-teaching Services	09/01/2022 06/23/2023	5 Weekly	42 English / Language Arts Class	Counseling-Social Skills	09/09/2022 06/16/2023	Small Group (5:1)	1 Weekly	30
Program Review	Classified	06	Integrated Co-teaching Services	09/01/2022 06/23/2023	5 Weekly	42 Math Class	Counseling-Social Skills	09/09/2022 06/16/2023	Small Group (5:1)	1 Weekly	30
Program Review	Classified	06	Integrated Co-teaching Services	09/01/2022 06/23/2023	5 Weekly	42 Science Class	Counseling-Social Skills	09/09/2022 06/16/2023	Small Group (5:1)	1 Weekly	30
Program Review	Classified	06	Integrated Co-teaching Services	09/01/2022 06/23/2023	5 Weekly	42 Social Studies Class	Counseling-Social Skills	09/09/2022 06/16/2023	Small Group (5:1)	1 Weekly	30
Amendment Agreement No Meeting	Classified	12/01/2022 02	Special Class	11/15/2022 06/23/2023 8:1:1	1 Daily	360 Separate Occupational Therapy	12/01/2022 06/23/2023	Individual	1 Weekly	30	
Amendment Agreement No Meeting	Classified	02	Special Class	11/15/2022 06/23/2023 8:1:1	1 Daily	360 Separate Physical Therapy	11/15/2022 06/23/2023	Individual	1 Weekly	30	
Amendment Agreement No Meeting	Classified	02	Special Class	11/15/2022 06/23/2023 8:1:1	1 Daily	360 Separate Speech/Language Therapy	12/01/2022 06/23/2023	Individual	3 Weekly	30	
Amendment Agreement	Classified	02	Special Class	11/15/2022 06/23/2023 8:1:1	1 Daily	360 Separate Speech/Language Therapy	11/15/2022 06/23/2023	Small Group	1 Weekly	30	

No Meeting Amendment - Agreement No Meeting	Classified	02	Special Class	11/15/2022 06/23/2023 8:1:1	1 Daily	360 Separate	Parent Counseling and Training	11/15/2022 06/23/2023	Individual	1 Monthly	60
Amendment - Agreement No Meeting	Classified	07	Integrated Co- teaching Services	09/01/2022 06/23/2023	5 Weekly	42 Math Class	Speech/Language Therapy	10/27/2022 06/16/2023	Individual	1 Weekly	30
Amendment - Agreement No Meeting	Classified	07	Integrated Co- teaching Services	09/01/2022 06/23/2023	5 Weekly	42 Math Class	Speech/Language Therapy	09/09/2022 06/16/2023	Small Group (5:1)	1 Weekly	30
Amendment - Agreement No Meeting	Classified	07	Integrated Co- teaching Services	09/01/2022 06/23/2023	5 Weekly	42 Math Class	Itinerant Hearing Teacher	12/01/2022 06/16/2023	Individual	3 Weekly	30
Amendment - Agreement No Meeting	Classified	07	Integrated Co- teaching Services	09/01/2022 06/23/2023	5 Weekly	42 Science Class	Speech/Language Therapy	10/27/2022 06/16/2023	Individual	1 Weekly	30
Amendment - Agreement No Meeting	Classified	07	Integrated Co- teaching Services	09/01/2022 06/23/2023	5 Weekly	42 Science Class	Speech/Language Therapy	09/09/2022 06/16/2023	Small Group (5:1)	1 Weekly	30
Amendment - Agreement No Meeting	Classified	07	Integrated Co- teaching Services	09/01/2022 06/23/2023	5 Weekly	42 Science Class	Itinerant Hearing Teacher	12/01/2022 06/16/2023	Individual	3 Weekly	30
Amendment - Agreement No Meeting	Classified	07	Integrated Co- teaching Services	09/01/2022 06/23/2023	5 Weekly	42 Social Studies Class	Speech/Language Therapy	10/27/2022 06/16/2023	Individual	1 Weekly	30
Amendment - Agreement No Meeting	Classified	07	Integrated Co- teaching Services	09/01/2022 06/23/2023	5 Weekly	42 Social Studies Class	Speech/Language Therapy	09/09/2022 06/16/2023	Small Group (5:1)	1 Weekly	30
Amendment - Agreement No Meeting	Classified	07	Integrated Co- teaching Services	09/01/2022 06/23/2023	5 Weekly	42 Social Studies Class	Itinerant Hearing Teacher	12/01/2022 06/16/2023	Individual	3 Weekly	30
Amendment - Agreement No Meeting	Classified	07	Integrated Co- teaching Services	09/01/2022 06/23/2023	5 Weekly	42 English / Language Arts Class	Speech/Language Therapy	10/27/2022 06/16/2023	Individual	1 Weekly	30
Amendment - Agreement No Meeting	Classified	07	Integrated Co- teaching Services	09/01/2022 06/23/2023	5 Weekly	42 English / Language Arts Class	Speech/Language Therapy	09/09/2022 06/16/2023	Small Group (5:1)	1 Weekly	30
Amendment - Agreement No Meeting	Classified	07	Integrated Co- teaching Services	09/01/2022 06/23/2023	5 Weekly	42 English / Language Arts Class	Itinerant Hearing Teacher	12/01/2022 06/16/2023	Individual	3 Weekly	30
Amendment - Agreement No Meeting	Classified	07	Resource Room Program	09/01/2022 06/23/2023 5:1	5 Weekly	42 Classroom	Speech/Language Therapy	10/27/2022 06/16/2023	Individual	1 Weekly	30
Amendment - Agreement No Meeting	Classified	07	Resource Room Program	09/01/2022 06/23/2023 5:1	5 Weekly	42 Classroom	Speech/Language Therapy	09/09/2022 06/16/2023	Small Group (5:1)	1 Weekly	30
Amendment - Agreement No Meeting	Classified	07	Resource Room Program	09/01/2022 06/23/2023 5:1	5 Weekly	42 Classroom	Itinerant Hearing Teacher	12/01/2022 06/16/2023	Individual	3 Weekly	30
Program Review	Classified	12/02/2022 10	Special Class	12/02/2022 06/23/2023 8:1+1	5 Weekly	360 Across School Setting	Counseling	09/21/2022 06/16/2023	Individual	2 Weekly	30
Program Review	Classified	10	Special Class	12/02/2022 06/23/2023 8:1+1	5 Weekly	360 Across School Setting	Counseling-Social Skills	09/21/2022 06/16/2023	Small Group (5:1)	1 Weekly	30
Amendment - Agreement No Meeting	Classified	09	Integrated Co- teaching Services	09/01/2022 06/23/2023	5 Weekly	42 English / Language Arts Class					
Amendment - Agreement No Meeting	Classified	09	Integrated Co- teaching Services	09/01/2022 06/23/2023	5 Weekly	42 Math Class					
Amendment - Agreement No Meeting	Classified	09	Integrated Co- teaching Services	09/01/2022 06/23/2023	5 Weekly	42 Science Class					
Amendment - Agreement	Classified	09	Integrated Co-	09/01/2022 06/23/2023	5 Weekly	42 Social Studies					





No Meeting			Math						(5:1)			
Amendment - Agreement No Meeting	Classified	07	Special Class - Math	09/01/2022 06/23/2023 15:1	5 Weekly	42 Math Class	Parent Counseling and Training	09/09/2022 06/16/2023	Small Group	1 Quarterly	60	
Amendment - Agreement No Meeting	Classified	07	Special Class - Social Studies	09/01/2022 06/23/2023 15:1	5 Weekly	42 Social Studies Class	Counseling-Social Skills	09/09/2022 06/16/2023	Small Group (5:1)	1 Weekly	30	
Amendment - Agreement No Meeting	Classified	07	Special Class - Social Studies	09/01/2022 06/23/2023 15:1	5 Weekly	42 Social Studies Class	Counseling	09/09/2022 06/16/2023	Individual	4 Monthly	30	
Amendment - Agreement No Meeting	Classified	07	Special Class - Social Studies	09/01/2022 06/23/2023 15:1	5 Weekly	42 Social Studies Class	Speech/Language Therapy	09/09/2022 06/16/2023	Small Group (5:1)	2 Weekly	30	
Amendment - Agreement No Meeting	Classified	07	Special Class - Social Studies	09/01/2022 06/23/2023 15:1	5 Weekly	42 Social Studies Class	Parent Counseling and Training	09/09/2022 06/16/2023	Small Group	1 Quarterly	60	
Amendment - Agreement No Meeting	Classified	07	Special Class - Science	09/01/2022 06/23/2023 15:1	5 Weekly	42 Science Class	Counseling-Social Skills	09/09/2022 06/16/2023	Small Group (5:1)	1 Weekly	30	
Amendment - Agreement No Meeting	Classified	07	Special Class - Science	09/01/2022 06/23/2023 15:1	5 Weekly	42 Science Class	Counseling	09/09/2022 06/16/2023	Individual	4 Monthly	30	
Amendment - Agreement No Meeting	Classified	07	Special Class - Science	09/01/2022 06/23/2023 15:1	5 Weekly	42 Science Class	Speech/Language Therapy	09/09/2022 06/16/2023	Small Group (5:1)	2 Weekly	30	
Amendment - Agreement No Meeting	Classified	07	Special Class - Science	09/01/2022 06/23/2023 15:1	5 Weekly	42 Science Class	Parent Counseling and Training	09/09/2022 06/16/2023	Small Group	1 Quarterly	60	
Amendment - Agreement No Meeting	Classified	07	Special Class - Reading	09/01/2022 06/23/2023 15:1+1	5 Weekly	42 English / Language Arts Class	Counseling-Social Skills	09/09/2022 06/16/2023	Small Group (5:1)	1 Weekly	30	
Amendment - Agreement No Meeting	Classified	07	Special Class - Reading	09/01/2022 06/23/2023 15:1+1	5 Weekly	42 English / Language Arts Class	Counseling	09/09/2022 06/16/2023	Individual	4 Monthly	30	
Amendment - Agreement No Meeting	Classified	07	Special Class - Reading	09/01/2022 06/23/2023 15:1+1	5 Weekly	42 English / Language Arts Class	Speech/Language Therapy	09/09/2022 06/16/2023	Small Group (5:1)	2 Weekly	30	
Amendment - Agreement No Meeting	Classified	07	Special Class - Reading	09/01/2022 06/23/2023 15:1+1	5 Weekly	42 English / Language Arts Class	Parent Counseling and Training	09/09/2022 06/16/2023	Small Group	1 Quarterly	60	
Program Review	Classified	12/07/2022 02	Integrated Co- teaching Services	09/01/2022 06/23/2023	6 Daily	40 Classroom						
Reevaluation Review	Classified	Kdg.	Special Class	09/01/2022 06/23/2023 12:1+1	6 Daily	40 Classroom	Speech/Language Therapy	09/09/2022 06/16/2023	Individual	2 Weekly	30	
Reevaluation Review	Classified	Kdg.	Special Class	09/01/2022 06/23/2023 12:1+1	6 Daily	40 Classroom	Counseling-Social Skills	09/09/2022 06/16/2023	Small Group (5:1)	1 Weekly	30	
Reevaluation Review	Classified	Kdg.	Special Class	09/01/2022 06/23/2023 12:1+1	6 Daily	40 Classroom	Speech/Language Therapy	12/07/2022 06/16/2023	Small Group (5:1)	1 Weekly	30	
Reevaluation Review	Classified	Kdg.	Special Class	09/01/2022 06/23/2023 12:1+1	6 Daily	40 Classroom	Parent Counseling and Training	09/09/2022 06/16/2023	Small Group	4 Yearly	60	
Amendment - Agreement No Meeting	Classified	12/08/2022 10	Consultant Teacher Services	09/01/2022 06/23/2023	2 Weekly	30 Separate	Itinerant Vision Teacher	09/09/2022 06/16/2023	Individual	8 Yearly	30	
Amendment - Agreement No Meeting	Classified	Kdg.	Special Class	09/06/2022 06/23/2023 8:1+1	5 Weekly	330 Classroom	Speech/Language Therapy	09/06/2022 06/23/2023	Individual	3 Weekly	30	
Amendment - Agreement No Meeting	Classified	Kdg.	Special Class	09/06/2022 06/23/2023 8:1+1	5 Weekly	330 Classroom	Occupational Therapy	09/06/2022 06/23/2023	Individual	2 Weekly	30	
Amendment - Agreement No Meeting	Classified	Kdg.	Special Class	09/06/2022 06/23/2023 8:1+1	5 Weekly	330 Classroom	Parent Counseling and Training	09/06/2022 06/23/2023	Individual	1 Monthly	60	
Amendment - Agreement No Meeting	Classified	12/09/2022 06	Special Class	09/06/2022 06/23/2023 8:1:1	5 Weekly	330 Separate	Speech/Language Therapy	09/06/2022 06/23/2023	Individual	4 Weekly	30	
Amendment - Agreement No Meeting	Classified	06	Special Class	09/06/2022 06/23/2023 8:1:1	5 Weekly	330 Separate	Parent Counseling and Training	12/09/2022 06/23/2023	Small Group	1 Weekly	60	
Amendment - Agreement No Meeting	Classified	06	Special Class	09/06/2022 06/23/2023 8:1:1	5 Weekly	330 Separate	Psychological Counseling Services	09/06/2022 06/23/2023	Small Group	1 Weekly	30	

Amendment - Agreement No Meeting	Classified	06	Special Class	09/06/2022 06/23/2023 8:1:1	5 Weekly	330 Separate	Speech/Language Therapy	09/06/2022 06/23/2023	Small Group	1 Weekly	30
Amendment - Agreement No Meeting	Classified	06	Special Class	09/06/2022 06/23/2023 8:1:1	5 Weekly	330 Separate	Counseling	10/17/2022 06/23/2023	Individual	1 Weekly	30
Amendment - Agreement No Meeting	Classified	12/12/2022 01	Resource Room Program	09/01/2022 06/23/2023 5:1	5 Weekly	40 Resource Room	Speech/Language Therapy	09/09/2022 06/16/2023	Individual	1 Weekly	30
Amendment - Agreement No Meeting	Classified	01	Resource Room Program	09/01/2022 06/23/2023 5:1	5 Weekly	40 Resource Room	Speech/Language Therapy	09/09/2022 06/16/2023	Small Group (5:1)	1 Weekly	30
Reevaluation Review	Classified	12/13/2022 01	Special Class	12/19/2022 06/23/2023 15:1+1	6 Daily	40 Classroom	Speech/Language Therapy	09/09/2022 06/16/2023	Individual	1 Weekly	30
Reevaluation Review	Classified	01	Special Class	12/19/2022 06/23/2023 15:1+1	6 Daily	40 Classroom	Speech/Language Therapy	09/09/2022 06/16/2023	Small Group (5:1)	2 Weekly	30
Reevaluation Review	Classified	01	Special Class	12/19/2022 06/23/2023 15:1+1	6 Daily	40 Classroom	Itinerant Hearing Teacher	11/01/2022 06/16/2023	Individual	5 Weekly	30
Amendment - Agreement No Meeting	Classified	12/16/2022 08	Integrated Co- teaching Services	12/16/2022 06/23/2023	5 Weekly	42 English / Language Arts Class	Counseling	09/09/2022 06/16/2023	Individual	1 Weekly	30
Amendment - Agreement No Meeting	Classified	08	Special Class - Science	09/01/2022 06/23/2023 15:1	5 Weekly	42 Science Class	Counseling	09/09/2022 06/16/2023	Individual	1 Weekly	30
Amendment - Agreement No Meeting	Classified	08	Special Class - Math	09/01/2022 06/23/2023 15:1	5 Weekly	42 Math Class	Counseling	09/09/2022 06/16/2023	Individual	1 Weekly	30
Amendment - Agreement No Meeting	Classified	08	Special Class - Social Studies	09/01/2022 06/23/2023 15:1	5 Weekly	42 Social Studies Class	Counseling	09/09/2022 06/16/2023	Individual	1 Weekly	30
Initial Eligibility Determination Meeting	Ineligible	12/06/2022 02									
Initial Eligibility Determination Meeting	Ineligible	08									

CR Doc Committee Responsible Sub Total: 132

Total Records: 132

Total Students: 31

# *Interoffice Memorandum*

**TO:** *Dr. Scott T. O'Brien, Superintendent*

**FROM:** *Kristen White, Executive Director of Pupil Personnel Services*

**DATE:** *1/9/2023*

**RE:** *Board Action Sheets*

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*Below please find the schedule to be approved at the 1/9/2023 Board of Education meeting:*

<b>SCHEDULE- B 1/9/2023</b>	
<b>Date</b>	<b>Location</b>
<i>11/28/2022</i>	<i>CPSE Amendment</i>
<i>11/30/2022</i>	<i>CPSE Amendment</i>
<i>12/2/2022</i>	<i>CPSE Committee</i>

*Dr. Scott T. O'Brien-Board Action Sheets/kao*

**BOE ACTION Summary DATE? DECISION?**

CMA BOE Date	CR Doc Committee Responsible	CMA Reason	Decision/Status	CMA Date	CR Expected Grade	CR Next Recommended School (>2010-11 SY)	Program	Program Start	Program End	Program Ratio	Program Frequency	Program Period	Program Duration	Program Location	Related Service	RS Start	RS End	RS Ratio	RS Frequency	RS Period	RS Duration
01/09/2023	CPSE	Amendment	Classified Preschool	11/28/2022	Preschool		Special Class	09/06/2022	06/23/2023	12:1+1	5 Weekly		150 Classroom	Speech/Language Therapy	09/06/2022	06/23/2023	Individual	4 Weekly		30	
		Amendment	Classified Preschool		Preschool		Special Class	09/06/2022	06/23/2023	12:1+1	5 Weekly		150 Classroom	Occupational Therapy	09/06/2022	06/23/2023	Individual	2 Weekly		30	
		Amendment	Classified Preschool		Preschool		Special Class	09/06/2022	06/23/2023	12:1+1	5 Weekly		150 Classroom	Parent Counseling and Training	09/06/2022	06/23/2023	Individual	1 Monthly		60	
		Amendment	Classified Preschool		Preschool		Special Class	09/06/2022	06/23/2023	12:1+1	5 Weekly		150 Classroom	Psychological Counseling Services	11/28/2022	06/23/2023	Individual	1 Weekly		30	
		Amendment	Classified Preschool	11/30/2022	Preschool		Special Class	09/06/2022	06/23/2023	6:1+2	5 Weekly		300 Classroom	Speech/Language Therapy	09/06/2022	06/23/2023	Individual	3 Weekly		30	
		Amendment	Classified Preschool		Preschool		Special Class	09/06/2022	06/23/2023	6:1+2	5 Weekly		300 Classroom	Occupational Therapy	09/06/2022	06/23/2023	Individual	2 Weekly		30	
		Amendment	Classified Preschool		Preschool		Special Class	09/06/2022	06/23/2023	6:1+2	5 Weekly		300 Classroom	Physical Therapy	09/06/2022	06/23/2023	Individual	2 Weekly		30	
		Amendment	Classified Preschool		Preschool		Special Class	09/06/2022	06/23/2023	6:1+2	5 Weekly		300 Classroom	Parent Counseling and Training	09/06/2022	06/23/2023	Individual	1 Monthly		60	
		Initial Eligibility Determination Meeting	Classified Preschool	12/02/2022	Preschool		Special Class in an Integrated Setting	01/03/2023	06/23/2023	12:1+2	5 Weekly		300 Classroom	Occupational Therapy	01/03/2023	06/23/2023	Individual	2 Weekly		30	
		Initial Eligibility Determination Meeting	Classified Preschool		Preschool		Special Class in an Integrated Setting	01/03/2023	06/23/2023	12:1+2	5 Weekly		300 Classroom	Speech/Language Therapy	01/03/2023	06/23/2023	Individual	3 Weekly		30	
		Initial Eligibility Determination Meeting	Classified Preschool		Preschool		Special Education Itinerant Services	01/03/2023	06/23/2023	1:1	5 Weekly		120 Home	Speech/Language Therapy	01/03/2023	06/23/2023	Individual	3 Weekly		30	
		Initial Eligibility Determination Meeting	Classified Preschool		Preschool		Special Education Itinerant Services	01/03/2023	06/23/2023	1:1	5 Weekly		120 Home	Occupational Therapy	01/03/2023	06/23/2023	Individual	2 Weekly		30	
		Initial Eligibility Determination Meeting	Classified Preschool		Preschool		Special Education Itinerant Services	01/03/2023	06/23/2023	1:1	5 Weekly		120 Home	Physical Therapy	01/03/2023	06/23/2023	Individual	2 Weekly		30	
		Initial Eligibility Determination Meeting	Classified Preschool		Preschool		Special Education Itinerant Services	01/03/2023	06/23/2023	1:1	5 Weekly		120 Home	Parent Counseling and Training	01/03/2023	06/23/2023	Individual	1 Monthly		60	
		Initial Eligibility Determination Meeting	Classified Preschool		Preschool									Speech/Language Therapy	12/05/2022	06/23/2023	Individual	2 Weekly		30	

CR Doc Committee Responsible Sub Total: 15

Total Records: 15

Total Students: 5

**MEMORANDUM OF AGREEMENT**  
**Workforce Development Institute**  
**Education/Training and Economic Development Initiatives**

**PARTIES**

This **AGREEMENT** is between the Workforce Development Institute, Inc. (WDI) as the **FUNDER** having its principal office at 96 South Swan St, Albany, NY, 12210, and the following as the **CONTRACTOR**:

Rocky Point Union Free School District  
90 Rocky Point-Yaphank Road  
Rocky Point, NY 11778

**PURPOSE OF AGREEMENT**

WDI will provide **funding of up to and including \$17,425.00** to Contractor in support of equipment for Career and Technical Education (CTE) classrooms. These funds will be used to supplement existing lab equipment to allow for more students to be engaged at one time and ensure that students are using equipment they might see in modern workplaces in manufacturing and the building trades. This project is expected to result in skill development current and future CTE students as well as lead to continued career awareness in the manufacturing and skilled labor trades sectors.

**Name of Project:**                    *Equipment – Equipment for CTE Classroom*  
**Contract Number:**                **LI2305**  
**Funding Approved:**                **\$17,425.00**

**CONTRACT TERM**

WDI cannot reimburse for services/purchases that occur outside of the contract term therefore WDI is not responsible for the reimbursement of any part of the project that occurs outside of the timeline below. \_\_\_\_\_ (*Contractor Initials*)

**Contract Start Date:** December 15, 2022                    **Contract End Date:** March 31, 2023

**BUDGET**

This funding pays for the reimbursement of the purchase of CTE classroom equipment from Paxton/Patterson as described on the quote included in the application not to exceed the approved amount of \$17,425.00. The total funding for this contract is not to exceed the approved amount of \$17,425.00. \_\_\_\_\_ (*Contractor Initials*)

**REQUIRED REIMBURSEMENT DOCUMENTATION**

- Copy of original invoice(s) and copy of original payment(s) used for equipment purchased under this contract. Please note that the equipment may not be ordered/purchased prior to the contract start date or after the contract end date. Vendor invoices dated outside of the contract term will not be reimbursed.
- Original itemized invoice from Contractor to WDI not to exceed \$17,425.00  
 \_\_\_\_\_ (*Contractor Initials*)

**Final documentation required for payment is due by April 30, 2023**

**PAYMENT**

Incorrect or incomplete submission of reports and documentation for payment may significantly delay reimbursement or altogether void this agreement. While WDI may send periodic reminders about contract end dates and documentation deadlines, it is the sole responsibility of the Contractor to understand the requirements and submission deadline(s) for payment. WDI receives funding for this grant made to Rocky Point Union Free School District from New York State and WDI must adhere to specific timeframes. **If ALL required materials are not received by April 30, 2023 (4 weeks after the contract end date), this agreement becomes immediately void as of May 1, 2023 and Rocky Point Union Free School District will not be reimbursed.**  
 \_\_\_\_\_ (*Contractor Initials*)

**WDI RESERVES THE RIGHT TO AUDIT CLASS VIA WRITTEN OR PHYSICAL ATTENDANCE**

**WORKFORCE IMPACT ASSESSMENT**

The primary mission of WDI is to strengthen New York’s workforce therefore we look to fund projects that have a positive impact on workers. **Based on the timeline given in the approved application the following outcomes are anticipated for this project:**

**PRIMARY PROJECTED OUTCOME**

		<u># Employees</u>
New Employees Hired	<input type="checkbox"/>	_____
Currently Employees Promoted	<input type="checkbox"/>	_____
Current Employees Given Wage/Salary Increase	<input type="checkbox"/>	_____
Current Employees Retained	<input type="checkbox"/>	_____
Skill Development for Students	<input checked="" type="checkbox"/>	<u>250</u>

A short survey will be sent for completion **9 months after the contract end date (December 2023)** addressing these and any other workforce/business outcomes from this project. Assessing the outcome of this project is important for WDI to understand the extent to which the program was effective and yielded the expected results. The results of this survey **do not** affect the reimbursement for this project however failure to respond to the survey may have a negative impact on any future funding requests. \_\_\_\_\_ (*Contractor Initials*)

**COMMUNICATIONS/PUBLICITY**

- I. Communication by WDI – As a New York State funded organization, WDI has a responsibility to report on all funded projects statewide on our website, social media pages, and in annual publications. WDI reserves the right to include Contractor’s name and/or logo in any and all reports published in print or online.  
\_\_\_\_\_ (*Contractor Initials*)
- II. Communication by Contractor – News releases or any other public announcements in print or online regarding this project may not be released without prior approval from the WDI to ensure that all publicity falls within NYS-DOL guidelines.  
\_\_\_\_\_ (*Contractor Initials*)

**PHOTOGRAPHY RELEASE (OPTIONAL)**

WDI reserves the right to take pictures of any training or equipment funded through this agreement. Initials of the Contractor serve as permission for WDI to make these photographs public via printed, audiovisual, and social media. \_\_\_\_\_ (*Contractor Initials*)

**COMPLIANCE WITH NYS PROCUREMENT GUIDELINES**

By signature below, Rocky Point Union Free School District agrees to comply with NYS procurement guidelines as they apply to this agreement.

**ENTIRE AGREEMENT**

It is expressly agreed that this instrument represents the entire agreement of the Parties and that all previous understandings are merged in this Agreement.

**CONTRACT MODIFICATIONS**

This Agreement is tied to a specific WDI funding source therefore a contract extension cannot be guaranteed. No modification of this Agreement shall be valid unless written in the form of an Addendum or Amendment signed by both parties.

**EXECUTORY CLAUSE**

This agreement shall be deemed valid only to the extent money is available to WDI from WDI’s funding sources.

**AUTHORIZATION**

The Parties hereto stipulate and represent that all procedures necessary to authorize the execution of this Agreement have been performed and that the persons signing for each Party have been authorized to do so.

**Workforce Development Institute:**

*Allison Bashkoff*

\_\_\_\_\_  
Allison Bashkoff  
Chief Financial Officer

12/20/2022

\_\_\_\_\_  
Date

\_\_\_\_\_  
Dan Cullen  
Director of Field Services

\_\_\_\_\_  
Date

**Rocky Point Union Free School District:**

\_\_\_\_\_  
Jessica Ward  
President, Board of Education

\_\_\_\_\_  
Date

**CONTACT:**

John Schumacher  
Dept. Chairperson Technology, CTE, and Family Consumer Science  
631-972-7984  
John.A.Schumacher@gmail.com





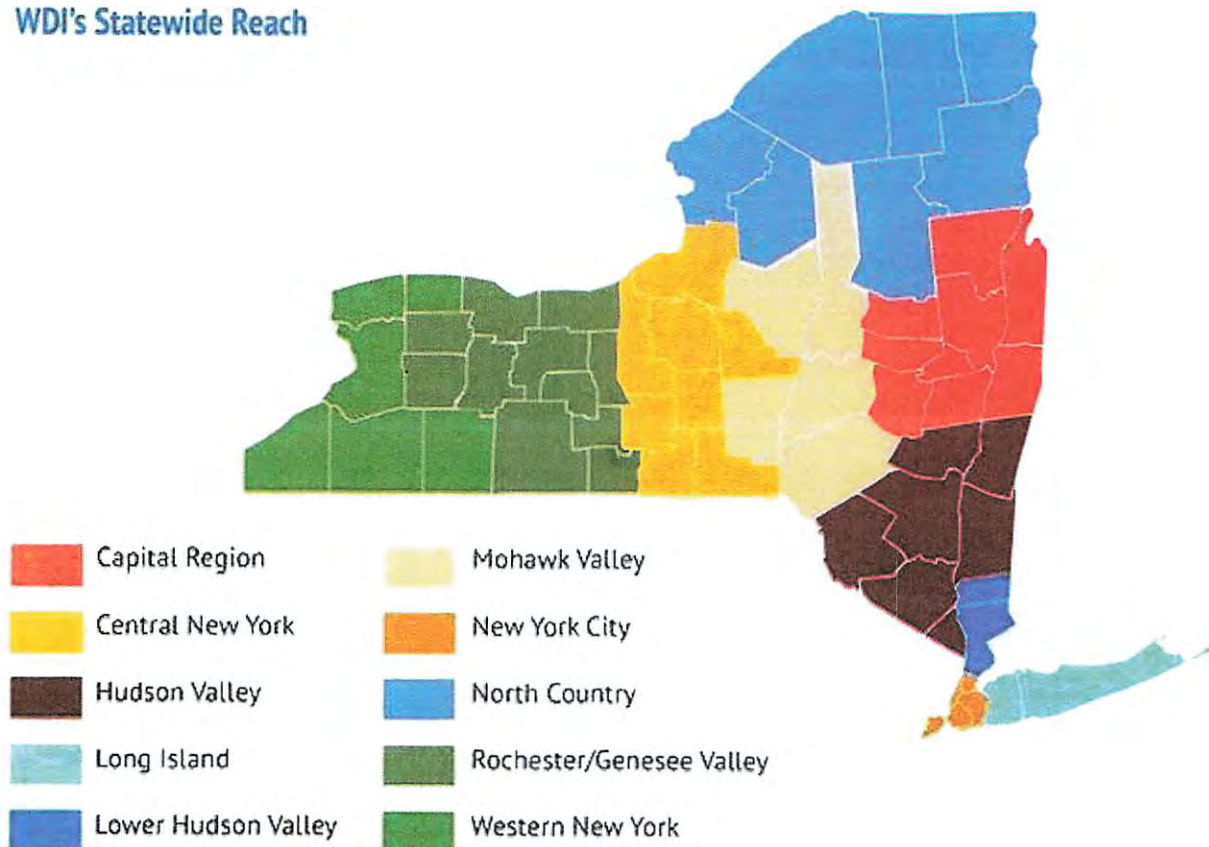
## ABOUT

The Workforce Development Institute (WDI) is a statewide non-profit that works to increase opportunities for all New Yorkers to succeed in the workforce while earning family-sustaining wages. We use a range of tools including "boots on the ground" information, workforce expertise, data analysis, and flexible funding to facilitate projects that help labor unions, employers, educational institutions, and other workforce partners think and act differently regarding hiring, training, educating, and retaining an inclusive and productive workforce.

## HISTORY

WDI began in 2003 as a partner to the NYS AFL-CIO and Area Labor Federations to provide workforce training and education services to regional and local unions. Our role evolved as demand for our services grew. We realized we were often the first to identify potential opportunities or challenges in a region, and we saw opportunities in certain sectors - Manufacturing and Energy for example - that have led to new and different roles. Today we focus broadly on the growth and retention of good jobs in NYS through a variety of mechanisms with a variety of partners.

### WDI's Statewide Reach





# ROCKY POINT UNION FREE SCHOOL DISTRICT

## BUSINESS OFFICE

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

Telephone: (631) 744-1600


Fax: (631) 849-7556

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

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

### MEMORANDUM

**TO:** File  
**FROM:** Christopher A. Van Cott   
**DATE:** 12/21/2022  
**RE:** WDI Grant & Corresponding Paxton Proposal

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The Rocky Point UFSD has been awarded \$17,425.00 from the Workforce Development Institute, Inc. (WDI) to upgrade equipment & other items within the CTE instructional spaces at the HS & MS. The District has received proposal #Q768037 from Paxton/Patterson, a reputable vendor within this field. The attached proposal was based on 2022-23 Ed Data bid #'s 11898 and 11747. The total proposal is actually lower than Ed Data pricing due to additional discounting received from vendor; as such, proposal #Q768037 will be utilized by the District to create a Purchase Order to Paxton/Patterson.

BILL TO:	SHIP TO:
Accounts Payable Rocky Pt Union Free SD 90 Rocky Point-Yaphank Road Rocky Point, NY 11778	John Schumacher Rocky Point High School 82 Rocky Point Yaphank Rd Rocky Point, NY 11778  Phone: (631)744-1600

Dear John ,

Thank you for requesting product information and pricing. The prices are firm for **60 days** from today and include free freight on all orders of \$100.00 or more. Orders under \$100 are shipped prepaid and a \$10 shipping and handling charge will be added to your order. If delivery site requires lift gate delivery or special handling additional charges may apply.

**Visit our new on-line catalog at [sales.paxpat.com](http://sales.paxpat.com)**

<u>QTY</u>	<u>STOCK #</u>	<u>DESCRIPTION</u>	<u>UNIT PRICE</u>	<u>EXTENSION</u>
1	490392	Saw, Miter, Compound, Dual Bevel, Slide	850.00	850.00
	MFG# DWS780	12", 3800RPM	EACH	
	DeWalt			
		<b>Item is currently shipping within two weeks of order.</b>		
1	490790	Saw, Band, Wood, Cutting	3,150.00	3,150.00
	MFG# 714700	18", 1-3/4"HP, 1Ph, 115-230V	EACH	
	Jet			
		<b>Items priced as a two-piece set from JET if quantities change must be repriced</b>		
		<b>Item is currently able to ship March 2023</b>		
1	490284	Sander, Spindle, Oscillating, Bench Top	790.00	790.00
	MFG# 708404	1/2HP, 1Ph, 115V	EACH	
	Jet			
		<b>Items priced as a two-piece set from JET if quantities change must be repriced</b>		
		<b>Item is currently able to ship November 2022</b>		
3	490466	Saw, Scroll, 1.3 Amp	780.00	2,340.00
	MFG# DW788	20" Throat, 400-1750SPM, VS	EACH	
	DeWalt			
		<b>Item is currently shipping within two weeks of order.</b>		

**Terms: Net 30 Days**

<u>QTY</u>	<u>STOCK #</u>	<u>DESCRIPTION</u>	<u>UNIT PRICE</u>	<u>EXTENSION</u>
1	496384	Planer, Portable	860.00	860.00
	MFG# DW735	13", 15 Amp, 1Ph, 120V	EACH	
	DeWalt			
		<b>Item is currently shipping within two weeks of order.</b>		
1	0620035	Tool Locker, Techonology Education, Tools Only	4,600.00	4,600.00
	MFG# various		KIT	
1	480342	Brake Cartridge, f/SawStop	95.00	95.00
	MFG# TSBC-10R3	10" Blades, ICS Models	EACH	
	SawStop			
1	480343	Brake Cartridge, f/SawStop	115.00	115.00
	MFG# TSDC-8R3	8" Dado Blades, ICS Models	EACH	
	SawStop			
1	490864	Saw, Table, Portable	899.00	899.00
	MFG# CTS-120A60	10", 15A, 1Ph, 120V	EACH	
	SawStop			
4	506776	Caster, Swivel	17.74	70.96
	MFG# PSQ4001ZN-3E	4"Dx1-1/4" Wheel Size	EACH	
	Great Lakes Caster			
3	490725	Sander, Belt, Disc, 1"x 42"Belt, 8"Disc	455.00	1,365.00
	MFG# 50-144	5/8HP, 1Ph, 120V, 1725RPM	EACH	
	Rikon			
5	342550	Key Bak, Drill Press	14.32	71.60
	MFG# 0007-023 (7LSC)		EACH	
	CTL			
5	162856	Chuck Key	9.98	49.90
	MFG# JCM13700P20	K3 , 5/16" Pilot	EACH	
	Jacobs			
5	484686	Blade, Bandsaw, Woodcutting, Hook Tooth	21.59	107.95
	MFG# APG72633	133"Lx1/2"Wx3TPIx.025T	EACH	
	Olson Saw			
3	420294	Nailer, Brad, Pneumatic	133.30	399.90
	MFG# DWFP12233	18 Ga, 5/8"-2-1/8"	EACH	
	DeWalt			
5	188730	Drill Bit, Flip Drive Unit	13.85	69.25
	MFG# DW2700	#6 Screw Size	EACH	
	DeWalt			
3	161106	Router, Palm	137.70	413.10
	MFG# PR20EVS	1HP, Variable Speed 16,000-35,	EACH	
	Bosch			
6	160320	Drill, Cordless, 3/8" 12V, Li-Ion, Compact	155.20	931.20
	MFG# DCD710S2	0-400RPM, 0-1500RPM, 2 Speed,	EACH	
	DeWalt			

Terms: Net 30 Days

<u>QTY</u>	<u>STOCK #</u>	<u>DESCRIPTION</u>	<u>UNIT PRICE</u>	<u>EXTENSION</u>
5	202402	Compressor, Accessory Kit	39.15	195.75
MFG# S-220			EACH	
Milton				
4	420283	Nails, Finish, Box of 2500	10.23	40.92
MFG# DCS16125			BOX	
DeWalt				
7	340231	Glasses, Safety, Hornets	1.49	10.43
MFG# 5270			EACH	
SAS Safety				
<b>GRAND TOTAL</b>				<b>17,424.96</b>

To assure fast processing of your order please record Quote #: Q768037 on your order.  
 When I can be of assistance, please call me at 1-800-323-8484.

Best Regards,

Kevin Lohr  
 kevin@paxpat.com  
 National Sales Office

**Terms: Net 30 Days**

**ESTIMATED DELIVERY (After Receipt of Order)**

Supplies 10 - 30 Days      Equipment 10 - 45 Days      Furniture 30 - 90 Days

**ROCKY POINT PUBLIC SCHOOLS**

**SURPLUS EQUIPMENT DISPOSAL**

School: FJC

Department: Special Ed

Name: Sue Artura

Description	Model#/Serial#	Property Tag #	Quantity	Reason for Disposal
iPad	DYTKRKECDFHW	4761	1	Broken beyond repair
iPad	F9FYPHV6LMPD	5695	1	Broken beyond repair

Assistant Superintendent Signature



Date:

12/19/22



## RPUFSD Excess January 2023

DESCRIPTION	MODEL #	SERIAL #	PROPERTY TAG	QUANTITY	REASON FOR DISPOSAL	LOCATION (Optional)
Computer	HP Elitedesk 800g1	2UA62626Y0	None	1	End of life	MS Basement Storage
Fax Machine	Brother MFC-8220	U60995M7J401391	None	1	End of Life	
Printer	Hp LasetJet Pro M203dw	VNB5D10016	3732	2	End of Life	
Printer	HP LaserJet Pro M452dn	None	None	1	End of Life	HS
Printer	HP LaserJet P1606dn	VNB3G53738	None	1	End of Life	HS
Printer	HP LaserJet 1200	CNBJC06456	None	1	End of Life	HS
Monitor	HP	3CM011103J	None	1	Broken	HS
Monitor	Compaq	CNC010RSQP	None	1	Broken	HS
Monitor	Acer	22400765885	None	1	Broken	HS
Projector	NEC	VT6958700293EK	None	1	End of Life	HS
Projector	NEC	M271X3Z00718FB	3637	1	End of Life	HS
Projector	NEC	VT6958700656EK	None	1	End of Life	HS
Phone	NEC DTerm Series I	BH04643191	None	1	Broken	HS
Phone	NEC DTerm Series I	BH04643205	None	1	Broken	HS
Projector	NEC	VT6958700663EK	None	1	End of Life	HS
Laptop	Dell	jbv7h52	4902	1	End of life	HS
Laptop	Dell	bcv7h52	4934	1	End of life	HS
Laptop	Dell	h2w7h52	4919	1	End of life	HS
Laptop	Dell	3cv7h52	4906	1	End of life	HS
Laptop	Dell	81w7h52	4891	1	End of life	HS
Laptop	Dell	hcv7h52	4908	1	End of life	HS
Laptop	Dell	6gv7h52	4893	1	End of life	HS
Laptop	Dell	dcv7h52	4935	1	End of life	HS
Laptop	Dell	67x7h52	4939	1	End of life	HS
Laptop	Dell	82w7h52	4929	1	End of life	HS
Laptop	Dell	83w7h52	4896	1	End of life	HS
Laptop	Dell	bgv7h52	4925	1	End of life	HS
Copier	Lexmark	7421013003579	None	1	End of life	FJC
Copier	Lexmark 4063-23E	4063369907HVP	None	1	End of life	HS
Copier	Lexmark 4063-23E	4063369907HVF	None	1	End of life	HS
Copier	Lexmark 4063-23E	4063369907HW5	None	1	End of life	HS
Printer	HP Laserjet P1006	VNB4L02022	None	1	End of life	JAE
Printer	HP Laserjet P1006	VND3818488	None	1	End of life	JAE
Printer	Laserjet Pro m203dw	VNB3G07434	7186	1	End of life	JAE
Printer	HP Laserjest P2015	CNB1S95367	None	1	End of life	JAE
Printer	HP Color Laserjet CP2025	CNGSC07069	None	1	End of life	JAE



Printer	Laserjet Enterprise M607	CNBCL5F0S3	None	1	End of life	JAE
Logitech Speakers	Logitech z4	n/a	None	2	End of life	JAE
Computer	Hp Elitedesk 800 G3	2UA7252894	5025	1	End of life	JAE
Computer	Hp Elitedesk 800 G3	2UA828248W	None	1	End of life	JAE
Computer	Hp Elitedesk 800 G3	2UA72528B1	5030	1	End of life	JAE
Computer	Hp Elitedesk 800 G3	2UA72528F1	5035	1	End of life	JAE
Computer	HP Prodesk 400G5 SFF	MXL9295SV5	5772	1	End of life	JAE
Smart Projector	UF65	B012FC26E0243	None	1	End of life	FJC
Smart Board	SB680	SB680-M2-E21005	None	1	End of life	FJC
Printer HP	HP Laserjet P1606dn	VND3F45550	None	1	End of life	FJC
HP Printer	HP Laserjet 1200 series	CNBJH02859	None	1	End of life	FJC
HP Printer	MFP M130fn	VNB3K04220	None	1	End of life	FJC
HP Printer	MFP M130fn	VNB3K04222	None	1	End of life	FJC
HP Monitor	L1750	3CQ8271FX0	None	1	End of life	FJC
HP Monitor	L1750	3CQ8292NJK	None	1	End of life	FJC
HP Monitor	L1750	3CQ8292NP4	None	1	End of life	FJC
HP Printer	P2015	CNB1S95363	None	1	End of life	FJC
Mimio	N1887	DMA-02		1	End of life	FJC
Compaq Monitor	S1922	CNC012NZDC	None	1	End of life	FJC
Logitech Speakers	S-00076A	880-000128	None	1	End of life	FJC
HP Printer	P1102w	VNB3J20426	None	1	End of life	FJC
Projector	NP410	0605730FD		1	End of life	FJC



ROCKY POINT UNION FREE SCHOOL DISTRICT  
OFFICE OF THE EXECUTIVE DIRECTOR

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

Telephone: (631) 744-1600

Fax: (631) 849-7557

Dr. Scott O'Brien  
*Superintendent of Schools*

Kristen White  
*Executive Director of Pupil Personnel Services*

August 8, 2022

Shoreham-Wading River Central School District  
Tracy Von Eschen  
Director of Special Education and Pupil Personnel Services  
250B Route 25A  
Shoreham, New York 11786

RECEIVED

AUG - 9 2022

SHOREHAM-WADING RIVER CS  
Special Education Office

Re: 2022-2023 INSTRUCTIONAL SERVICES AGREEMENT

Ms. Von Eschen:

Please find an updated copy of an Instructional Services Agreement for the Shoreham-Wading River resident student who will be attending the Rocky Point Union Free School District for the 2022-2023 school year. Additionally, please find attached the Education Law 2-d rider that will be signed by the Rocky Point UFSD Board of Education President together with the Instructional Services Agreement.

The New York State NRT rate for a secondary student is \$10,810. This is based on the estimated non-resident tuition report for the 2021-2022 school year. Once the new rates have been established, an adjustment will be made retroactively.

Please have two (2) copies of the Agreement signed by your Board of Education president, and return to my attention. We will forward a fully executed contract.

Sincerely,

Kristen White  
Executive Director of Pupil Personnel Services

Enc.

RECEIVED

11 - 9 2022

SHOREHAM-WADING RIVER CSD  
Special Education Office

Rocky Point Union Free School District  
90 Rocky Point-Yaphank Road  
Rocky Point, NY 11778

2022-2023  
**INSTRUCTIONAL SERVICES AGREEMENT**

Agreement entered into this 29<sup>th</sup> day of November 2022, by and between the Board of Education of the Rocky Point Union Free School District (hereinafter "RECEIVING DISTRICT"), having its principal place of business at 90 Rocky Point-Yaphank Road, Rocky Point, NY 11778 and the Board of Education of the SHOREHAM-WADING RIVER CENTRAL SCHOOL DISTRICT (hereinafter "SENDING DISTRICT"), having its principal place of business at 250B Route 25A, Shoreham, NY 11786.

WITNESSETH

WHEREAS, the SENDING DISTRICT is authorized under the New York Education Law to contract on a tuition basis with educational institutions within the State of New York for the instruction of students where the SENDING DISTRICT is unable to provide for the education of students; and

WHEREAS, the RECEIVING DISTRICT is an education corporation chartered by the New York State Board of Regents, operating a school program approved by the New York State Education Department to provide educational services, and

WHEREAS, the SENDING DISTRICT desires to "tuition-contract" with the RECEIVING DISTRICT to provide education instruction to the student identified in the attached Schedule A, incorporated by reference herein and made a part of this Agreement, for whom the SENDING DISTRICT has legal responsibility for providing a free, appropriate, public education.

NOW, THEREFORE, upon mutual consideration given, the parties herein agree as follows:

**A. TERM**

The term of this Agreement shall be from September 1, 2022 through June 30, 2023, inclusive, unless terminated earlier as provided for in this Agreement. It is understood that neither party is under any obligation to renew this Agreement upon its expiration.

**B. CONDITIONS**

In performing services specified in this Agreement, it is understood that:

- 2. The RECEIVING DISTRICT agrees to defend, indemnify and hold harmless the SENDING

DISTRICT, its officers, directors, agents, or employees against all claims, demands, actions, lawsuits, costs, damages and expenses, including attorney's fees, judgments, fines and amounts arising from any willful act, omission, error, recklessness or negligence of the RECEIVING DISTRICT, its officers, directors, agents or employees in connection with the performance of services pursuant to this Agreement. The obligations pursuant to this provision shall survive the termination of this Agreement.

3. The SENDING DISTRICT agrees to defend, indemnify and hold harmless the RECEIVING DISTRICT, its officers, directors, agents, or employees against all claims, demands, actions, lawsuits, costs, damages and expenses, including attorney's fees, judgments, fines and amounts arising from any willful act, omission, error, recklessness or negligence of the SENDING DISTRICT, its officers, directors, agents or employees in connection with the performance of services pursuant to this Agreement. The obligations pursuant to this provision shall survive the termination of this Agreement.

#### **C. SERVICES AND RESPONSIBILITIES**

1. The RECEIVING DISTRICT shall provide the educational services provided to in-district peer students, excluding any and all transportation services, to the student specified in the attached Schedule A.
  - a. The SENDING DISTRICT shall obtain and provide to the RECEIVING DISTRICT such legal documents as necessary for the RECEIVING DISTRICT to provide such services and to fulfill its obligations under this Agreement.
  - b. The SENDING DISTRICT shall provide prompt written notice to the RECEIVING DISTRICT of any modifications to the student's status as they may relate to the RECEIVING District meeting the terms of the Agreement.
2. Services provided pursuant to this Agreement shall be provided without regard to race, creed, color, sex, sexual orientation, gender, gender identity or expression, national origin, religion, age, disability or sponsorship.
3. The SENDING DISTRICT shall give written notice to the RECEIVING DISTRICT as soon as the SENDING DISTRICT becomes aware of the election of the student terminating attendance in the RECEIVING DISTRICT's program. In the event that the student is dis-enrolled during the term of this Agreement, the payment amount owed by the SENDING DISTRICT is to remain forthcoming for the balance of the school year term of this Agreement.
4. The RECEIVING DISTRICT 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.
5. The RECEIVING DISTRICT shall maintain records, logs, and/or reports in accordance with all applicable laws, regulations, and requirements of the New York State Education

Department of Health Department. The SENDING DISTRICT shall have the right to examine any or all records or accounts maintained and/or created by the RECEIVING DISTRICT in connection with this Agreement, and upon request shall be entitled to copies of the same.

6. The parties 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 shall comply with said Regulations, as applicable.
7. The parties, and their respective 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/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 the applicable law, rule, or regulation including but not limited to the Family Educational Rights and Privacy Act (FERPA) and Education Law Section 2-d.
8. The SENDING DISTRICT shall obtain releases or other legal documents necessary for the RECEIVING DISTRICT to render full and complete reports concerning the education and progress of the student(s) covered by the terms of this Agreement. The RECEIVING DISTRICT will render such reports to the SENDING DISTRICT at the same time that such reports are made to the parent(s) of the student(s) covered by the terms of this Agreement.
9. The RECEIVING DISTRICT shall comply with the provisions of the Safe Schools Against Violence in Education (SAVE) Act including background checks and fingerprinting of all staff directly providing services to students.

**D. COMPENSATION**

1. The RECEIVING DISTRICT shall be entitled to recover tuition from the SENDING DISTRICT for the student receiving services pursuant to this Agreement. The tuition rate shall not exceed the actual net cost of educating such student. If the accounting records of the RECEIVING DISTRICT are not maintained in a manner which would indicate the net cost of educating such student, the tuition rate shall be determined in accordance with the formulas set forth in Part 174 of the Regulations of the Commissioner of Education (the "Commissioner's Tuition Rate"). The parties understand that the Commissioner's

Tuition Rate is subject to change by the State Education Department in accordance with Part 174 of the Regulations of the Commissioner of Education. In the event that the Commissioner's Tuition Rate is changed for the term of this Agreement, if applicable, the amount of tuition which the SENDING DISTRICT is required to pay shall be increased or decreased to reflect the adjusted tuition rate for the relevant period of each student's attendance.

a. Tuition Charge for Regular Education Students as per the most current NRT EST State Report:

10-Month 2021-2022 Program	Full Day K-6 Regular Education Pupil	\$15,374
10-Month 2021-2022 Program	Full Day 7-12 Regular Education Pupil	\$10,810

*Rates are per student*

2. Requests for payment by the RECEIVING DISTRICT shall be made by submission of a detailed written invoice to the SENDING DISTRICT which references the time period for which payment is being requested and a breakdown for the total amount due for the period specified.
3. The SENDING DISTRICT shall pay the RECEIVING DISTRICT within thirty (30) days of receipt of each invoice by the SENDING DISTRICT.

**E. INSURANCE**

1. The RECEIVING DISTRICT, at its sole expense, shall procure and maintain such policies of commercial general liability, malpractice, and other insurance as shall be necessary to insure the RECEIVING DISTRICT and the SENDING DISTRICT, including the Board of Education, employees, and volunteers, as additionally insured, against any claim for liability, bodily injury and personal injury, death and property damage occasioned directly or indirectly by the RECEIVING DISTRICT in connection with the performance of the RECEIVING DISTRICT's responsibilities under this Agreement; each such policy shall provide a minimum coverage of One Million Dollars (\$1,000,000) per occurrence subject to an annual aggregate of Three Million Dollars (\$3,000,000).
2. The insurance is to be written by a licensed and/or admitted New York State Insurer with a minimum Bests rating of A-minus.
3. In the event any of the aforementioned insurance policies are cancelled or not renewed, the RECEIVING DISTRICT shall notify the SENDING DISTRICT in writing within thirty (30) days of such cancellation or non-renewal.
4. Upon request, the RECEIVING DISTRICT shall supply the SENDING DISTRICT with a copy of said policy/policies.

**F. TERMINATION**

1. Either the SENDING DISTRICT or the RECEIVING DISTRICT may terminate this Agreement upon thirty (30) days prior written notice to the other party. Such notice shall be given in accordance with the requirements for all notices pursuant to this Agreement set forth below.
2. The parties agree that either party's failure to comply with any terms or conditions of this Agreement will provide a basis for the other party to immediately terminate this Agreement without any further liability to the party that violated the Agreement.
3. In the event the SENDING DISTRICT or the RECEIVING DISTRICT terminates this Agreement with or without cause, such termination of the Agreement shall not discharge the parties' existing obligations to each other as of the effective date of termination.

#### **G. NOTICES**

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 the SENDING DISTRICT: Shoreham-Wading River Central School District  
250B Route 25A  
Shoreham, New York 11786  
Attn: Director of Special Education and Pupil  
Personnel Services

To the RECEIVING DISTRICT: Rocky Point Union Free School District  
90 Rocky Point-Yaphank Road  
Rocky Point, New York 11778  
Attn: Executive Director of PPS


#### **H. MISCELLANEOUS**

1. **Assignment:** It is expressly understood that this Agreement shall not be assigned or transferred without prior written consent of the other party.
2. **No Waiver:** 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 any other provision of this Agreement.
3. **Severability:** 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.

4. **Governing Law:** 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.
5. **Venue:** Any dispute arising under this Agreement shall be litigated in the Courts of Suffolk County, New York.
6. **Entire Agreement:** This Agreement, together with the attached "Schedule A," and Education Law 2-d rider is the complete and exclusive statement of the Agreement between the parties, and supersedes all prior or contemporaneous, oral or written: proposals, understanding, representations, conditions, or covenants between the parties relating to the subject matter of the agreement.
7. **Amendment:** This Agreement may not be changed orally, but only by an agreement, in writing, signed by authorized representatives of both parties.
8. **Execution:** This Agreement, and any amendments to this Agreement, will not be in effect until agreed to in writing and signed by authorized representatives of both parties.

**Shoreham-Wading River CSD**

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

Date: 11/29/22

**ROCKY POINT UFSD**

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

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



Confidential Schedule A

Student to whom services shall be provided pursuant to this AGREEMENT

Name of Student(s)	Date of Birth

**ROCKY POINT UNION FREE SCHOOL DISTRICT  
Consultant Services Contract 2022-23**

This agreement is entered into this 9th day of January 2023, by and between the Rocky Point Union Free School District ("District") and Family Integrated Consulting and Resources, Inc., herein called the Consultant ("Consultant").

Whereas, the District has a need for a specific service provided by the Consultant.

**Service(s) provided:** Comprehensive Integrated Social, Emotional, Learning (IMSEL) Program.

**Dates/Times:** TBD; scheduled through Kristen White's Office (631) 849-7552.

**2022-23 Fee Schedule: see attached proposal reflecting estimated sessions:**

Program	Unit Price
Foundations of IMSEL (New Teacher Training)	\$175 per hour
Resilience and Empowerment Training	\$1,800 per day per trainer
IMSEL Comprehensive Training	\$1,800 per day per trainer
IMSEL Advanced-Ambassador Training	\$1,800 per day per trainer
IMSEL Leadership Training (Administrators)	\$1,800 per day per trainer
Faculty Meeting	\$175 per hour
Parent Community Workshops	\$300 per 90 minute workshop
Group Coaching	\$175 per session per trainer
Individual Coaching	\$125 per session
Lunch/Nutrition Workshop w/Full Day Training	\$300 per day

In performing the above service(s), it is understood that:

1. The Consultant will be solely responsible for the payment of federal and state income taxes applicable to this agreement.
2. The Consultant will not 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., or any other benefits received by employees of the District.
3. The Consultant will submit itemized invoices to the designated official to be countersigned that will not exceed the total contact price for the services rendered.
4. The Consultant agrees to maintain General Liability Insurance of \$1,000,000 per occurrence / \$2,000,000 aggregate, Workers' Compensation and NYS Disability Insurance coverages.
5. The District and/or Consultant may terminate this agreement upon thirty (30) days written notice.
6. Monitoring the Provision of Goods and/or Services - Contracted services provided by Family Integrated Consulting & Resources ("Provider") to the District will be monitored. Feedback will be obtained as needed from district & building administration, faculty, students, and parents/guardians via department meetings and shared-decision making teams. The District will deliver any concerns regarding the feedback received directly to the provider within 30 days. The District & Provider will meet (in person or virtually) to identify solutions with mutually agreed upon implementation timelines.

**ROCKY POINT UFSD**

**CONSULTANT**

Signature \_\_\_\_\_

Signature \_\_\_\_\_

Print or type name  Jessica Ward

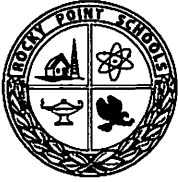
Print or type name \_\_\_\_\_

Title  BOE, President

Title \_\_\_\_\_

Date  1/9/2023

Date \_\_\_\_\_



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

Telephone: (631) 744-1600

Fax: (631) 849-7556

---

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

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

## **Family Integrated Consulting & Resources 2022-23**

### **Monitoring the Provision of Goods and/or Services**

Contracted services provided by Family Integrated Consulting & Resources (“Provider”) to the District will be monitored. Feedback will be obtained as needed from district & building administration, faculty, students, and parents/guardians via department meetings and shared-decision making teams. The District will deliver any concerns regarding the feedback received directly to the provider within 30 days. The District & Provider will meet (in person or virtually) to identify solutions with mutually agreed upon implementation timelines.

**For Rocky Point UFSD:**

**For Family Integrated Consulting & Resources:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print

\_\_\_\_\_  
Print

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

<b>\$1,800 per trainer (2 per session)</b>	<b>\$300 nutritional add-on</b>	<b>\$125 per coaching session</b>	<b>\$125 per coaching session (previously trained staff)</b>	<b>\$1,800 per trainer (2 per session)</b>
20 full day trainings @ 2 trainers	5 meetings w/nutritional	24 staff @ 5 coaching session each	7* staff @ 5 coaching sessions each	Super. Conference Day
<b>\$72,000.00</b>	<b>\$1,500.00</b>	<b>\$15,000.00</b>	<b>\$4,375.00</b>	<b>\$3,600.00</b>
<b>Total Estimated Cost:</b>	<b>\$96,475.00</b>			

**GRANTING OF TOWN OF BROOKHAVEN EXEMPTIONS FOR 2023-24**

Internal Operations

**SUBJECT: EXPENSE REIMBURSEMENT**

The District shall reimburse employees, officials and members of the Board of Education for reasonable, actual and necessary out-of-pocket expenses incurred while traveling for school-related business upon receipt of a completed voucher with itemized receipts along with an approved attendance form. The following rules shall guide the reimbursement of school-related expenses:

**Transportation**

- a) Travel shall be by the most economical method, whether by private automobile, school vehicle or common carrier such as bus, train or plane.
- b) If travel is by private automobile, mileage shall be reimbursed at the level approved by the Internal Revenue Service for business travel. Parking and tolls will also be reimbursed but gasoline will not.
- c) Rental car expenses will be reimbursed only if authorized in advanced. Receipts must be attached. Air travel shall be reimbursed at the lowest feasible fare available and shall not exceed regular coach class fare. Travel arrangements should be made as soon as reasonably practicable so as to avoid payment of a higher fare due to a late booking.
- d) Persons traveling on District-related business are expected to secure the most reasonable rate for necessary hotel accommodations. The District will reimburse for actual lodging fees up to the maximum lodging fee set by the District.

**Meals**

Reimbursable meal charges, including gratuities, for persons traveling for District-related business shall be subject to daily per-meal limits as follows:

Breakfast	\$10
Lunch	\$15
Dinner	\$50

**Personal Expenses**

The District does not reimburse persons traveling on District-related business for personal expenses including, but not limited to, pay television, hotel health club facilities, alcoholic beverages, theater and show tickets, telephone calls and transportation costs unrelated to District business.

Education Law Section 1604(27); 1709(300; 1804; 2118; 3023; 3028)  
General Municipal Law Section 77-b

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Adoption Date 3/23/09  
Revision Date ~~12/12/22~~1/9/2023  
Review Date

Personnel

**SUBJECT: SEXUAL HARASSMENT IN THE WORKPLACE**

**Overview**

The District is committed to creating and maintaining an environment which is free from discrimination and harassment. Sexual harassment is one form of workplace discrimination. This policy addresses sexual harassment in the workplace. It is just one component of the District's overall commitment to a discrimination and harassment-free educational and work environment.

Sexual harassment is a form of employee misconduct, a violation of District policy, and unlawful. Employees of every level who engage in sexual harassment, including supervisory personnel who engage in sexual harassment, who knowingly allow such behavior to continue, or fail to report suspected sexual harassment will be subject to remedial and/or disciplinary action by the District. Sexual harassment may also subject the District to liability for harm to targets of sexual harassment. Harassers may also be individually subject to liability.

The District adopts this policy as part of its effort to provide for the prompt and equitable resolution of complaints of sexual harassment in the workplace. The District will promptly respond to reports of sexual harassment in the workplace, ensure that all investigations are conducted within a reasonably prompt time frame and under a predictable fair grievance process that provides due process protections, and impose disciplinary measures and implement remedies when warranted.

Inquiries about this policy may be directed to the District's Civil Rights Compliance Officer(s) (CRCO(s)) and/or Title IX Coordinator(s).

**Scope and Application**

This policy applies to all instances of sexual harassment perpetrated against a "covered person," regardless of immigration status, by anyone in the workplace, including a co-worker, supervisor, or third-party such as a non-employee, paid or unpaid intern, vendor, building security, visitor, volunteer, parent, or student. For purposes of this policy, a "covered person" includes:

- a) Employees;
- b) Applicants for employment;
- c) Paid or unpaid interns; and
- d) Non-employees, which include anyone who is (or is employed by) a contractor, subcontractor, vendor, consultant, or other person providing services pursuant to a contract in the workplace.

(Continued)

Personnel

**SUBJECT: SEXUAL HARASSMENT IN THE WORKPLACE (Cont'd.)**

Sexual harassment in the workplace can occur between any individuals, regardless of their sex or gender. Unlawful sexual harassment is not limited to the physical workplace itself. Sexual harassment can occur on school property and at school functions which, for purposes of this policy, means a school-sponsored or school-authorized extracurricular event or activity regardless of where the event or activity takes place, including any event or activity that may take place virtually or in another state. It can also occur while employees are traveling for District business. Calls, texts, emails, and social media usage can constitute unlawful workplace harassment, even if they occur away from school property, on personal devices, or during non-work hours. Accordingly, conduct or incidents of sexual harassment that create or foreseeably create a disruption within the District may be subject to this policy in certain circumstances.

Other District policies and documents such as regulations, procedures, collective bargaining agreements, and the District's *Code of Conduct* may address misconduct related to sexual harassment and may provide for additional, different, or more specific grievance procedures depending on a number of factors including, but not limited to, who is involved and where the alleged sexual harassment occurred. These documents must be read in conjunction with this policy. ~~Applicable policies or documents may include: Policy #3420 — Non-Discrimination and Anti-Harassment in the District; and Policy #3421 — Title IX and Sex Discrimination.~~

The dismissal of a complaint under one policy or document does not preclude action under another related District policy or document.

**What Constitutes Sexual Harassment**

Sexual harassment is a form of sex discrimination and is unlawful under federal, state, and (where applicable) local law. Sexual harassment includes harassment on the basis of sex, sexual orientation, self-identified or perceived sex, gender expression, gender identity, and the status of being transgender.

Sexual harassment includes unwelcome conduct which is either of a sexual nature, or which is directed at an individual because of that individual's sex when:

- a) Such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile or offensive work environment, even if the reporting individual is not the intended target of the sexual harassment;
- b) Such conduct is made either explicitly or implicitly a term or condition of employment; or

(Continued)



Personnel

**SUBJECT: SEXUAL HARASSMENT IN THE WORKPLACE (Cont'd.)**

- c) Submission to or rejection of such conduct is used as the basis for employment decisions affecting an individual's employment.

Under New York State Human Rights Law, sexual harassment is unlawful when it subjects an individual to inferior terms, conditions, or privileges of employment. Harassment need not be severe or pervasive to be unlawful, and can be any harassing conduct that consists of more than petty slights or trivial inconveniences.

A sexually harassing hostile work environment includes, but is not limited to, words, signs, jokes, pranks, intimidation or physical violence which are of a sexual nature, or which are directed at an individual because of that individual's sex. Sexual harassment also consists of any unwanted verbal or physical advances, sexually explicit derogatory statements or sexually discriminatory remarks made by someone which are offensive or objectionable to the recipient, which cause the recipient discomfort or humiliation, which interfere with the recipient's job performance.

Sexual harassment also occurs when a person in authority tries to trade job benefits for sexual favors. This can include hiring, promotion, continued employment or any other terms, conditions or privileges of employment. This is also called "quid pro quo" harassment.

Any covered person who feels harassed should report the conduct so that any violation of this policy can be corrected promptly. Any harassing conduct, even a single incident, can be addressed under this policy.

Examples of Sexual Harassment

The following describes some actions that may constitute unlawful sexual harassment and that are strictly prohibited:

- a) Physical acts of a sexual nature, such as:
  - 1. Touching, pinching, patting, kissing, hugging, grabbing, brushing against another person's body or poking another person's body; and
  - 2. Rape, sexual battery, molestation or attempts to commit these assaults.
- b) Unwanted sexual advances or propositions, such as:
  - 1. Requests for sexual favors accompanied by implied or overt threats concerning the target's job performance evaluation, a promotion or other job benefits or detriments; and
  - 2. Subtle or obvious pressure for unwelcome sexual activities.
- c) Sexually oriented gestures, noises, remarks or jokes, or comments about a person's sexuality or sexual experience, which create a hostile work environment.

(Continued)

Personnel

**SUBJECT: SEXUAL HARASSMENT IN THE WORKPLACE (Cont'd.)**

- d) Sex stereotyping, which occurs when conduct or personality traits are considered inappropriate simply because they may not conform to other people's ideas or perceptions about how individuals of a particular sex should act or look.
- e) Sexual or discriminatory displays or publications anywhere in the workplace, such as pictures, posters, calendars, graffiti, objects, promotional material, reading materials, or other materials that are sexually demeaning or pornographic. This includes such sexual displays on workplace computers or cell phones and sharing such displays while in the workplace.
- f) Hostile actions taken against an individual because of that individual's sex, sexual orientation, gender identity, and the status of being transgender, such as:
  - 1. Interfering with, destroying or damaging a person's workstation, tools or equipment, or otherwise interfering with the individual's ability to perform the job;
  - 2. Sabotaging an individual's work; and
  - 3. Bullying, yelling, or name-calling.

**Prohibition of Retaliatory Behavior (Whistle-Blower Protection)**

Unlawful retaliation can be any action that could discourage a covered person from coming forward to make or support a sexual harassment claim. Adverse action need not be job-related or occur in the workplace to constitute unlawful retaliation (e.g., threats of physical violence outside of work hours).

The District prohibits any retaliatory behavior directed against complainants, victims, witnesses, and/or any other individuals who participate in the investigation of a complaint of sexual harassment. Such retaliation is unlawful under federal, state, and (where applicable) local law. The New York State Human Rights Law protects any individual who has engaged in "protected activity." Protected activity occurs when a person has:

- a) Made a complaint of sexual harassment, either internally or with any anti-discrimination agency;
- b) Testified or assisted in a proceeding involving sexual harassment under the Human Rights Law or other anti-discrimination law;
- c) Opposed sexual harassment by making an oral or informal complaint of harassment to a supervisor, building principal, other administrator, or the (CRCO);

(Continued)

Personnel

**SUBJECT: SEXUAL HARASSMENT IN THE WORKPLACE (Cont'd.)**

- d) Reported that another employee has been sexually harassed; or
- e) Encouraged a fellow employee to report harassment.

Even if the alleged harassment does not turn out to rise to the level of a violation of law, the individual is protected from retaliation if the person had a good faith belief that the practices were unlawful. However, the retaliation provision is not intended to protect persons making intentionally false charges of harassment.

**Reporting Allegations of Sexual Harassment**

Preventing sexual harassment is everyone's responsibility. The District cannot prevent or remedy sexual harassment unless it knows about it. Any covered person who has been subjected to behavior that may constitute sexual harassment is encouraged to report such behavior to a supervisor, building principal, other administrator, or the CRCO. Anyone who witnesses or becomes aware of potential instances of sexual harassment should report such behavior.

Reports of sexual harassment may be made orally or in writing. A form for submission of a written complaint is posted on the District website, and all covered persons are encouraged to use this complaint form. Persons who are reporting sexual harassment on behalf of another person should use the complaint form and note that it is being submitted on another person's behalf.

District employees must comply with reporting requirements in any other applicable District policy or document. ~~Applicable policies or documents may include: Policy #3420 Non-Discrimination and Anti-Harassment in the District; and Policy #3421 Title IX and Sex Discrimination.~~

Any person who believes they have been a target of sexual harassment may also seek assistance in other available forums, as explained in this policy.

**Supervisory Responsibilities**

All supervisors, building principals, and other administrators who receive a complaint or information about suspected sexual harassment, observe what may be sexually harassing behavior or for any reason suspect that sexual harassment is occurring, are required to report such suspected sexual harassment to the CRCO. If the CRCO is unavailable, including due to a conflict of interest or other disqualifying reason, the report will be directed to another CRCO, if the District has designated another individual to serve in that capacity. If the District has not designated another CRCO, the Superintendent will ensure that another person with the appropriate training and qualifications is appointed to act as the CRCO.

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Personnel

**SUBJECT: SEXUAL HARASSMENT IN THE WORKPLACE (Cont'd.)**

In addition to being subject to discipline if they engaged in sexually harassing conduct themselves, supervisors, building principals, and other administrators will be subject to discipline for failing to report suspected sexual harassment or otherwise knowingly allowing sexual harassment to continue.

Supervisors, building principals, and other administrators will also be subject to discipline for engaging in any retaliation.

**Investigating Complaints of Sexual Harassment**

All complaints or information about sexual harassment will be investigated, whether that information was reported in oral or written form. Investigations will be conducted in a timely manner, and will be confidential to the extent possible.

An investigation of any complaint, information or knowledge of suspected sexual harassment will be prompt and thorough, commenced immediately and completed as soon as possible. The investigation will be kept confidential to the extent possible. Disclosure may, however, be necessary to complete a thorough investigation of the charges and/or notify law enforcement officials. All persons involved, including complainants, witnesses, and alleged harassers will be accorded due process, as outlined below, and in accordance with any applicable collective bargaining agreements to protect their rights to a fair and impartial investigation.

The District will not tolerate retaliation against anyone who files complaints, supports another's complaint, or participates in an investigation regarding a violation of this policy.

While the process may vary from case to case, investigations should be done in accordance with the following steps:

Upon receipt of a complaint, the CRCO will conduct an immediate review of the allegations, and take any interim actions (e.g., instructing the respondent to refrain from communications with the complainant), as appropriate. If the CRCO is unavailable, including due to a conflict of interest or other disqualifying reason, the report will be directed to another CRCO, if the District has designated another individual to serve in that capacity. If the District has not designated another CRCO, the Superintendent will ensure that another person with the appropriate training and qualifications is appointed to act as the CRCO.

- b) All complaints of sexual harassment will be investigated regardless of the form in which those complaints are made. For oral complaints, the individual will be encouraged to complete the complaint form, which is available on the District website, in writing. If he or she refuses, a complaint form based on the oral report will be prepared. The complainant will be provided a copy of the completed complaint form.

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Personnel

**SUBJECT: SEXUAL HARASSMENT IN THE WORKPLACE (Cont'd.)**

- c) If documents, emails, or phone records are relevant to the investigation, take steps to obtain and preserve them.
- d) Request and review all relevant documents, including all electronic communications.
- e) Interview all parties involved, including any relevant witnesses. If a student is involved, the District will follow all applicable District policies and procedures regarding questioning students.
- f) Create written documentation of the investigation (such as a letter, memo or email), which contains the following:
  - 1. A list of all documents reviewed, along with a detailed summary of relevant documents;
  - 2. A list of names of those interviewed, along with a detailed summary of their statements;
  - 3. A timeline of events;
  - 4. A summary of prior relevant incidents, reported or unreported; and
  - 5. The basis for the decision and final resolution of the complaint, together with any corrective action(s).
- g) Keep the written documentation and associated documents in a secure and confidential location.
- h) Promptly notify the individual who reported and the individual(s) about whom the complaint was made of the final determination and implement any corrective actions identified in the written document.
- i) Inform the individual who reported of the right to file a complaint or charge externally as outlined in this policy.

Additionally, other District policies and documents address sexual harassment. ~~These policies and documents may include: Policy #3420—Non-Discrimination and Anti-Harassment in the District; and Policy #3421—Title IX and Sex Discrimination.~~ All complaints will be handled in accordance with the applicable District policies and/or documents.

The determination as to which District policies and/or documents are applicable is fact specific, and the CRCO may work with other District staff such as the District's Title IX Coordinator(s) to determine which District policies and/or documents are applicable to the specific facts of the complaint.

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Personnel

**SUBJECT: SEXUAL HARASSMENT IN THE WORKPLACE (Cont'd.)**

If an investigation reveals that sexual harassment has occurred, the District will take immediate corrective action as warranted. This action will be taken in accordance with applicable laws and regulations, as well as applicable District policy, regulation, procedure, collective bargaining agreement, third-party contract, or other document such as the District's *Code of Conduct*.

**Annual Training**

The District will provide a sexual harassment prevention training program to all employees on an annual basis. The training will be interactive and will include:

- a) An explanation of sexual harassment consistent with guidance issued by the Department of Labor in consultation with the Division of Human Rights;
- b) Examples of conduct that would constitute unlawful sexual harassment;
- c) Information concerning the federal and state statutory provisions concerning sexual harassment and remedies available to victims of sexual harassment;
- d) Information concerning employees' rights of redress and all available forums for adjudicating complaints; and
- e) Information addressing conduct by supervisors and any additional responsibilities for such supervisors.

**Notification**

The District will provide this policy to all employees in writing. The District will post this policy prominently throughout the District to the extent practicable.

At the time of hiring and at every annual sexual harassment prevention training program, the District will provide each employee a notice containing this policy and the information presented at the District's sexual harassment prevention training program.

This notice will be provided in English and in the language identified by the employee as his or her primary language, provided that the New York State Department of Labor Commissioner has published a template of the model materials in that language.

The notice will be delivered in writing, either in print or digitally. The notice will either link to or include, as an attachment or printed copy, the policy and training materials.

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Personnel

**SUBJECT: SEXUAL HARASSMENT IN THE WORKPLACE (Cont'd.)****Legal Protections and External Remedies**

Sexual harassment is not only prohibited by the District but is also prohibited by state, federal, and, where applicable, local law.

Aside from the District's internal process, individuals may also choose to pursue legal remedies with the following governmental entities. While a private attorney is not required to file a complaint with a governmental agency, an individual may seek the legal advice of an attorney. Individuals may also call the New York State Division of Human Rights' (NYSDHR's) toll free confidential hotline at 1-800-HARASS-3 (1-800-427-2773) Monday through Friday, 9:00 AM to 5:00 PM, for counsel and assistance regarding complaints of workplace sexual harassment. The hotline connects individuals with attorneys who have experience in responding to issues relating to sexual harassment and can provide pro bono assistance.

In addition to those outlined below, individuals may have ~~additional~~other -legal protections.

State Human Rights Law (HRL)

The HRL, codified as N.Y. Executive Law, art. 15, 290 et seq., applies to all employers in New York State with regard to sexual harassment, and protects covered persons, regardless of immigration status. A complaint alleging violation of the HRL may be filed either with the ~~Division of Human Rights (NYSDHR)~~ or in New York State Supreme Court.

Complaints with NYSDHR may be filed any time within one year (three years beginning August 12, 2020) of the harassment. If an individual did not file with NYSDHR, they can sue directly in state court under the HRL, within three years of the alleged sexual harassment. An individual may not file with NYSDHR if they have already filed a HRL complaint in state court.

Complaining internally to the District does not extend the time to file with NYSDHR or in court. The one year or three years is counted from the date of the most recent incident of harassment.

Individuals do not need an attorney to file a complaint with NYSDHR, and there is no cost to file with NYSDHR.

NYSDHR will investigate the complaint and determine whether there is probable cause to believe that sexual harassment has occurred. Probable cause cases are forwarded to a public hearing before an administrative law judge. If sexual harassment is found after a hearing, NYSDHR has the power to award relief, which varies but may include requiring the District to take action to stop the harassment, or redress the damage caused, including paying of monetary damages, attorney's fees and civil fines.

NYSDHR's main office contact information is: NYS Division of Human Rights, One Fordham Plaza, Fourth Floor, Bronx, New York 10458. Individuals may call (718) 741-8400 or visit: [www.dhr.ny.gov](http://www.dhr.ny.gov).

Contact NYSDHR at (888) 392-3644 or visit [dhr.ny.gov/complaint](http://dhr.ny.gov/complaint) for more information about filing a complaint. The website has a complaint form that can be downloaded, filled out, notarized and mailed to NYSDHR. The website also contains contact information for NYSDHR's regional offices across New York State.

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Personnel

**SUBJECT: SEXUAL HARASSMENT IN THE WORKPLACE (Cont'd.)**

Civil Rights Act of 1964

The United States Equal Employment Opportunity Commission (EEOC) enforces federal anti-discrimination laws, including Title VII of the 1964 federal Civil Rights Act (codified as 42 USC 2000e et seq.). An individual can file a complaint with the EEOC anytime within 300 days from the harassment. There is no cost to file a complaint with the EEOC. The EEOC will investigate the complaint, and determine whether there is reasonable cause to believe that discrimination has occurred, at which point the EEOC will issue a Right to Sue letter permitting the individual to file a complaint in federal court.

The EEOC does not hold hearings or award relief, but may take other action including pursuing cases in federal court on behalf of complaining parties. Federal courts may award remedies if discrimination is found to have occurred. In general, private employers must have at least 15 employees to come within the jurisdiction of the EEOC.

An individual alleging discrimination at work can file a "Charge of Discrimination." The EEOC has district, area, and field offices where complaints can be filed. Contact the EEOC by calling 1-800-669-4000 (TTY: 1-800-669-6820), visiting their website at [www.eeoc.gov](http://www.eeoc.gov) or via email at [info@eeoc.gov](mailto:info@eeoc.gov).

If an individual filed an administrative complaint with NYSDHR, then NYSDHR will file the complaint with the EEOC to preserve the right to proceed in federal court.

Title IX

Title IX of the Education Amendments of 1972 prohibits discrimination on the basis of sex in any federally funded education program or activity. The U.S. Department of Education's Office for Civil Rights (OCR) enforces Title IX of the Education Amendments of 1972.

For more information about how to file a complaint, contact OCR at 800-421-3481 (TDD 800-877-8339) or visit: <https://www2.ed.gov/about/offices/list/ocr/docs/howto.html>. The website contains information about filing the complaint online, by mail, or by email.

Local Protections

Many localities enforce laws protecting individuals from sexual harassment and discrimination. An individual should contact the county, city or town in which they live to find out if such a law exists.

Local Police Department

If the harassment involves unwanted physical touching, coerced physical confinement or coerced sex acts, the conduct may constitute a crime. Contact the local police department.

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Personnel

**SUBJECT: SEXUAL HARASSMENT IN THE WORKPLACE (Cont'd.)**

Title VII of the Civil Rights Act of 1964, 42 USC § 2000e et seq.  
Title IX of the Education Amendments Act of 1972, 20 USC § 1681 et seq.  
29 CFR § 1604.11(a)  
34 CFR Subtitle B, Chapter I  
Civil Service Law § 75-b  
New York State Human Rights Law, Executive Law § 290 et seq.  
Labor Law §§ 201-g and 740

NOTE: Refer also to Policies #3420 -- Non-Discrimination and Anti-Harassment in the District  
#3421 -- Title IX and Sex Discrimination  
#6122 -- Complaints and Grievances by Employees  
#7551 -- Sexual Harassment of Students

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Adoption Date 3/23/09  
Revision Date 10/22/18, 3/16/20, 5/18/21, 12/12/22 1/9/23  
Review Date 6/23/14

Students

**SUBJECT: CHILD ABUSE AND MALTREATMENT**

The School District takes seriously the obligations of its officers and employees to report cases of child abuse or maltreatment.

Regulations shall be developed, maintained and disseminated by administration regarding the:

- a) Mandatory reporting of suspected child abuse or maltreatment;
- b) Reporting procedures and obligations of persons required to report;
- c) Provisions for taking a child into protective custody;
- d) Mandatory reporting of deaths;
- e) Immunity from liability and penalties for failure to report;
- f) Obligations for provision of services and procedures necessary to safeguard the life of a child; and
- g) Provision of information in recognizing signs of unlawful methamphetamine laboratories for all current and new school officials (i.e., "mandated reporters") who, as part of their usual responsibilities, visit children's homes.

Additionally, an ongoing training program for all current and new school officials shall be established and implemented to enable the staff to carry out their reporting responsibilities.

Reporting Information

The District will post the child abuse hotline telephone number and directions for accessing the Office of Children and Family Services (OCFS) website in English and Spanish on its website and in clearly and highly visible areas of school buildings. The District will also make this information available from its administrative offices; provide it to parents and persons in parental relation at least once per school year by electronic communication, sending the information home with students, or otherwise; and provide it to each teacher and administrator. The District may post and provide this information in other, common languages used by the school community.

Persons Required to Report

Persons required to report cases of child abuse or maltreatment to the State Central Register (SCR) pursuant to Social Services Law Section 413(1) includes, but are not limited to, school teachers, school guidance counselors, school psychologists, school social workers, school nurses, school administrators or other school personnel required to hold a teaching or administrative license or certificate and full- or part-time compensated school employees required to hold a temporary coaching license or professional coaching certificate.

(Continued)

Students

**SUBJECT: CHILD ABUSE AND MALTREATMENT (Cont'd.)**

All mandated reporters shall make the report themselves and then immediately notify the Building Principal or his/her designee. The Building Principal or his/her designee shall be responsible for all subsequent administration necessitated by the report.

Any report shall include the name, title and contact information for every staff member who is believed to have direct knowledge of the allegations in the report.

Prohibition of Retaliatory Personnel Action

The District will not take any retaliatory ~~personnel~~ action against an employee because such employee believes that ~~he/she has~~ they have reasonable cause to suspect that a child is an abused or maltreated child and that employee makes a report to SCR. Further, no school or school official shall impose any conditions, including prior approval or prior notification, upon any staff member specifically designated a mandated reporter.

~~"Retaliatory personnel action" means the discharge, suspension or demotion of an employee, or other adverse employment action taken against an employee in the terms and conditions of employment.~~

Report Form

The "Report of Suspected Child Abuse or Maltreatment" Form LDSS-2221A may be accessed at the website of the New York State Office of Children and Family Services.

**Child Abuse in an Educational Setting**

The School District is committed to the protection of students in educational settings from abuse and maltreatment by employees or volunteers.

"Child abuse" means any of the following acts committed in an educational setting by an employee or volunteer against a child (defined as a person under the age of 21 years enrolled in a school):

- a) Intentionally or recklessly inflicting physical injury, serious physical injury or death; or
- b) Intentionally or recklessly engaging in conduct which creates a substantial risk of such physical injury, serious physical injury or death; or
- c) Any child sexual abuse, defined as conduct prohibited by Penal Law Articles 130 or 263; or
- d) The commission or attempted commission against a child of the crime of disseminating indecent materials to minors pursuant to Penal Law Article 235.

Administrator or school administrator means a principal, or the equivalent title, in a school, or other chief school officer.

(Continued)

**SUBJECT: CHILD ABUSE AND MALTREATMENT (Cont'd.)**

"**Educational setting**" shall mean the building(s) and grounds of the School District; the vehicles provided directly or by contract by the School District for the transportation of students to and from school buildings, field trips, co-curricular and extracurricular activities both on and off School District grounds; all co-curricular and extracurricular activity sites; and any other location where direct contact between an employee or volunteer and a child has allegedly occurred.

In any case where an oral or written allegation is made to a teacher, school's nurse, school counselor, school psychologist, school social worker, school administrator, School Board member, or other school personnel required to hold a teaching or administrative license or certificate, as well as a licensed and registered physical therapist, licensed and registered occupational therapist, licensed and registered speech-language pathologist, teacher aide or school resource officer that a child has been subjected to child abuse by an employee or volunteer in an educational setting, that person shall upon receipt of such allegation:

- a) Promptly complete a written report of such allegation including the full name of the child alleged to be abused; the name of the child's parent; the identity of the person making the allegation and their relationship to the alleged child victim; the name of the employee or volunteer against whom the allegation was made; and a listing of the specific allegations of child abuse in an educational setting. Such written report shall be completed on a form prescribed by the Commissioner of Education.
- b) Except where the school administrator is the person receiving such the oral or written allegation, the employee completing the written report must promptly *personally deliver* a copy of that written report to the school administrator of the school in which the child abuse allegedly occurred.

In any case where an oral or written allegation is made to a school bus driver employed by a person or entity that contracts with the District to provide transportation services to children that a child has been subjected to child abuse by an employee or volunteer in an educational setting, that school bus driver will upon receipt of the allegation, promptly report or cause a report to be made to ~~his or her~~ their supervisor employed by the contracting person or entity.

In any case where an oral or written report or allegation is made to a supervisor who is employed by a person or entity that contracts with the District to provide transportation services to children from a person employed by the contracted person or entity that a child has been subjected to child abuse by an employee or volunteer in an educational setting, the supervisor must, upon receipt of an allegation:

- a) Promptly complete a written report of the allegation including the full name of the child alleged to be abused; the name of the child's parent or guardian; the identity of the person making the allegation and their relationship to the alleged child victim; the name of the employee or volunteer against whom the allegation was made; and a listing of the specific allegations of child abuse in an educational setting. This report must be completed on a form prescribed by the Commissioner.
- b) Ensure that the written report is personally delivered to the Superintendent employed by the school district where the child abuse occurred or, for a school other than a school district or public school, the school administrator employed by the school where the child abuse occurred.

Students

**SUBJECT: CHILD ABUSE AND MALTREATMENT (Cont'd.)**

In any case where it is alleged a child was abused by an employee or volunteer of a school other than a school within the District, the report of these allegations shall be promptly forwarded to the Superintendent of the District and the Superintendent of the school district where the abuse of the child allegedly occurred. If a case involves a school that is not a school district or public school, the appropriate school administrator or administrators, in addition to any appropriate Superintendent, must be notified of the allegations of abuse.

If it is alleged the child was abused by the Superintendent or administrator, the report of the allegations will be made to another designated administrator.

Any employee, volunteer, or supervisor who is employed by a person or entity that contracts with the District to provide transportation services to children who reasonably and in good faith makes a report of allegations of child abuse in an educational setting in accordance with the reporting requirements of the law shall have immunity from civil liability which might otherwise result by reason of such actions.

Upon receipt of a written report alleging child abuse in an educational setting, a school administrator or the Superintendent must then determine whether there is "reasonable suspicion" to believe that such an act of child abuse has occurred. Where there has been a determination as to the existence of such reasonable suspicion, the school administrator or Superintendent must follow the procedures mandated in law and further enumerated in administrative regulations including parental notification. When the school administrator receives a written report, ~~he/she~~ they shall promptly provide a copy of such report to the Superintendent and promptly forward the report to appropriate law enforcement. In no event will reporting to law enforcement be delayed by an inability to contact the Superintendent.

Where the Superintendent or, in a school other than a school district or public school, the school administrator has forwarded a written report of child abuse in an educational setting to law enforcement authorities, the Superintendent shall also refer such report to the Commissioner of Education if the employee or volunteer alleged to have committed such an act of child abuse holds a certification or license issued by the State Education Department.

Any school administrator or Superintendent who reasonably and in good faith makes a report of allegations of child abuse in an educational setting, or reasonably and in good faith transmits such a report to a person or agency as required by law, shall have immunity from civil liability which might otherwise result by reason of such actions.

(Continued)

**SUBJECT: CHILD ABUSE AND MALTREATMENT (Cont'd.)**

Any school administrator or Superintendent who reasonably and in good faith makes a report of allegations of child abuse in an educational setting, or reasonably and in good faith transmits such a report to a person or agency as required by law, shall have immunity from civil liability which might otherwise result by reason of such actions.

Reports and other written material submitted pursuant to law with regard to allegations of child abuse in an educational setting, and photographs taken concerning such reports that are in the possession of any person legally authorized to receive such information, *shall be confidential and shall not be redisclosed except* to law enforcement authorities involved in an investigation of child abuse in an educational setting or as expressly authorized by law or pursuant to a court-ordered subpoena. School administrators and the Superintendent shall exercise reasonable care in preventing such unauthorized disclosure.

Additionally, teachers and all other school officials shall be provided an annual written explanation concerning the reporting of child abuse in an educational setting, including the immunity provisions as enumerated in law. The Commissioner shall furnish the District with required information, including rules and regulations for training necessary to implement District/staff responsibilities under the law.

All persons employed by the District, in titles equivalent to teacher or administrator, and any school bus drivers employed by a person or entity that contracts with the District to provide transportation services to children, are required to complete coursework or training regarding the identification and reporting of child abuse and maltreatment in accordance with law and Commissioner's regulations.

**Prohibition of "Silent" (Unreported) Resignations**

The Superintendent and other school administrators are prohibited from withholding from law enforcement authorities, the Superintendent or the Commissioner, where appropriate, information concerning allegations of child abuse in an educational setting against an employee or volunteer in exchange for that individual's resignation or voluntary suspension from his/her/their position.

The Superintendent (or other school administrator) who reasonably and in good faith reports to law enforcement officials information regarding allegations of child abuse or a resignation as required pursuant to the law shall have immunity from any liability, civil or criminal, which might otherwise result by reason of such actions.

(Continued)

Students

**SUBJECT: CHILD ABUSE AND MALTREATMENT (Cont'd.)**

**Prohibition on Aiding and Abetting Sexual Abuse**

Unless exempted by law, no District employee, contractor, or agent of the District will assist another District employee, contractor, or agent in obtaining a new job, apart from the routine transmission of administrative and personnel files, if the individual or agency knows or has probable cause to believe, that the individual engaged in sexual misconduct regarding a minor or student in violation of the law.

Education Law Article 23-B and Sections 902(b) 3028-b, 3209-a  
Family Court Act Section 1012  
Labor Law Section 740(1)(e)  
Penal Law Articles 130, 235 and 263  
Social Services Law Sections 411-428  
8 NYCRR Part 83  
20 USC § 7926

**RECEIVED**  
DEC 20 2022  
BUSINESS OFFICE

**WI**  
**West Islip Union Free School District**  
**The Michael and Christine Freyer Administration Building**  
100 Sherman Ave. • West Islip, N.Y. 11795  
**Tel:** 631.930.1513 • **Email:** [c.kearney@wi.k12.ny.us](mailto:c.kearney@wi.k12.ny.us) • **Fax:** 631.893.3217

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December 19, 2022

To Whom It May Concern:

Enclosed please find all relevant documentation related to the health and welfare services billing for SY 2022-23. This billing is for health services rendered to students residing in your school district who attend St. John the Baptist Diocesan High School or The Bridges Academy in West Islip.

This packet includes:

- Two copies of the 2022-2023 Health and Welfare Services Agreement with Schedule A document attached
- An invoice for health services rendered (SY 2022-2023 health services cost is **\$1,052.74** per pupil)
- Backup documentation for the SY 2022-2023 health services cost per pupil

Please note that all students listed on the Schedule A document have been verified as residing in the noted school district. If you have any questions or concerns on this, contact me directly at the email/phone number listed above.

I ask that you return one copy of the signed contract (with Schedule A attached), along with payment, to my attention at the address listed above at your earliest convenience.

Thank you in advance for your attention to this matter.

Sincerely,

*Christine Kearney*

Christine Kearney  
Business & Operations Administrator



## **HEALTH AND WELFARE SERVICES AGREEMENT**

This Agreement is entered into this 1<sup>st</sup> day of July 2022 by and between the Board of Education of Rocky Point Union Free School District (hereinafter "SENDER"), having its principal place of business for the purpose of this Agreement at 90 Rocky Point-Yaphank Rd., Rocky Point, NY 11778, and the Board of Education of the West Islip Union Free School District (hereinafter "PROVIDER"), having its principal place of business for the purpose of this Agreement at 100 Sherman Avenue, West Islip, NY 11795.

### W I T N E S S E T H

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

WHEREAS, certain students who are residents of SENDER are attending non-public schools located in PROVIDER,

WHEREAS, PROVIDER 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, 2022 through June 30, 2023 inclusive.
2. PROVIDER warrants that the health and welfare services will be provided by licensed health care providers. PROVIDER 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. PROVIDER 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 IEP, if applicable. PROVIDER 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. PROVIDER 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 PROVIDER shall be consistent with the services available to students attending public schools within the PROVIDER School District; 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, SENDER agrees to pay PROVIDER the sum of \$1,052.74 per eligible pupil for the 2022 – 2023 school year.
6. SENDER shall pay PROVIDER within thirty (30) days of SENDER's receipt of a detailed written invoice from PROVIDER. 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, PROVIDER shall undertake to provide services pursuant to this Agreement, and the amount of compensation owed by SENDER 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, PROVIDER shall no longer be responsible for providing services to that student pursuant to this Agreement, and the amount of compensation owed by SENDER shall be prorated accordingly to accurately reflect the period of time services were provided to the student.
9. PROVIDER 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 PROVIDER's or SENDER'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). The parties hereby acknowledge their respective responsibilities pursuant to HIPAA 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, 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:  
  
    SENDER:                     Superintendent of Schools  
                                      Rocky Point Union Free School District  
                                      90 Rocky Point-Yaphank Rd., Rocky Point, NY 11778  
  
    PROVIDER:                  Superintendent of Schools  
                                      West Islip Union Free School District  
                                      100 Sherman Avenue, West Islip, NY 11795
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. This Agreement is the complete and exclusive statement of the Agreement between the parties, and supersedes 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.
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 for the SENDER School District.

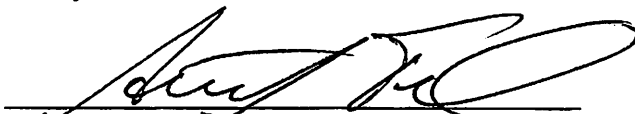
IN WITNESS WHEREOF, the parties have set their hands and seals the day and year written above.

\_\_\_\_\_  
*Superintendent of Schools*  
Rocky Point Union Free School District

\_\_\_\_\_  
*Date*

\_\_\_\_\_  
*President, Board of Education*  
Rocky Point Union Free School District

\_\_\_\_\_  
*Date*

  
\_\_\_\_\_  
*President, Board of Education*  
West Islip Union Free School District

*December 8, 2022*  
\_\_\_\_\_  
*Date*

West Islip Union Free School District  
 Health & Welfare Services, SY 2022-23 - Schedule A  
 St. John the Baptist Diocesan High School - 1170 Montauk Highway, West Islip, NY 11795

Count	Name	Grade	Street	City	State	Zip	DOB	District of Residence
1		11		Rocky Point	NY	11778		Rocky Point UFSD
2		10		Sound Beach	NY	11789		Rocky Point UFSD
3		9		Sound Beach	NY	11789		Rocky Point UFSD
4		12		Sound Beach	NY	11789		Rocky Point UFSD

West Islip Union Free School District  
 SY 2022-23: Health Services Costs Summary

**Salary & Fringe Benefit Summary**

Title	Salaries	Fringe Benefits	Total (salary + fringe)
Nurse (13 staff)	\$822,150.00	\$314,032.57	\$1,136,182.57
Psychologist (11 staff)	\$1,291,043.00	\$506,978.55	\$1,798,021.55
Social Worker (8 staff)	\$639,354.00	\$297,224.47	\$936,578.47
Speech Therapist (9 staff)	\$1,016,582.00	\$393,008.00	\$1,409,590.00
		<b>TOTAL</b>	<b>\$5,280,372.59</b>

**Other Costs Summary**

Account	22-23 Estimated Cost
A 2815.423 - Health Services: Prof & Technical Services	\$ 18,000.00
A 2815.425 - Health Services: Service Contracts	\$ 1,350.00
A 2815.518 - Health Services: Supplies - Nurses	\$ 12,820.00
A 2820.518 - Psychological Services: Supplies - Spec Ed Psych	\$ 100.00
A 2825.518 - Social Work Srvc-reg School: Supplies - Spec Ed Soc Wkr	\$ 550.00
	<b>TOTAL \$ 32,820.00</b>

School / District Enrollment	
WIUFSD (K-12)	3877
The Bridges Academy (K-8)	180
St. John the Baptist (9-12)	990
<b>TOTAL</b>	<b>5047</b>

Total Health Services Costs	
Salary & Fringe Benefit	\$5,280,372.59
Other Costs	\$32,820.00
<b>TOTAL</b>	<b>\$5,313,192.59</b>

Health Services Cost - Per Student	
Total Costs	\$5,313,192.59
Total Students	5047
<b>Cost Per Student</b>	<b>\$1,052.74</b>

West Islip Union Free School District  
 SY 2022-23: Health Services Costs Detail

Nurses (A2815.182)

Employee Count	TRS / ERS TIER	ERS % Rate	Building	Gross Salary	Medi (1.45%)	FICA (6.2%)	ERS	Health	Dental	Long Term Disability & Life Insurance - <i>Nurses do not receive</i>	Grand TOTAL	
1	3	13.0%	Manetuck Elem.	\$66,273.00	\$960.96	\$4,108.93	\$8,615.49	\$7,188.42	\$1,464.91	\$0.00	\$88,611.71	
2	6	8.2%	The Bridges	\$57,252.00	\$830.15	\$3,549.62	\$4,694.66	\$7,188.42	\$0.00	\$0.00	\$73,514.86	
3	4	13.0%	PJB Elem.	\$50,332.00	\$729.81	\$3,120.58	\$6,543.16	\$2,500.00	\$0.00	\$0.00	\$63,225.56	
4	4	13.0%	Oquenock Elem.	\$68,773.00	\$997.21	\$4,263.93	\$8,940.49	\$29,579.26	\$1,464.91	\$0.00	\$114,018.79	
5	6	8.2%	Districtwide Float	\$53,098.00	\$769.97	\$3,292.08	\$4,354.04	\$1,250.00	\$551.23	\$0.00	\$63,315.27	
6	4	13.0%	Beach St. MS	\$66,273.00	\$960.96	\$4,108.93	\$8,615.49	\$29,579.26	\$1,464.91	\$0.00	\$111,002.54	
7	5	11.1%	WI HS	\$73,525.00	\$1,066.11	\$4,558.55	\$8,161.28	\$12,655.08	\$1,464.91	\$0.00	\$101,430.93	
8	4	13.0%	Bayview Elem.	\$66,273.00	\$960.96	\$4,108.93	\$8,615.49	\$7,188.42	\$0.00	\$0.00	\$87,146.79	
9	6	8.2%	St. John the Baptist	\$58,634.00	\$850.19	\$3,635.31	\$4,807.99	\$7,188.42	\$0.00	\$0.00	\$75,115.91	
10	4	13.0%	Udall Rd. MS	\$68,773.00	\$997.21	\$4,263.93	\$8,940.49	\$29,579.26	\$1,464.91	\$0.00	\$114,018.79	
11	6	8.2%	WI HS	\$54,482.00	\$789.99	\$3,377.88	\$4,467.52	\$2,500.00	\$0.00	\$0.00	\$65,617.40	
12	6	8.2%	PJB Elem.	\$54,482.00	\$789.99	\$3,377.88	\$4,467.52	\$12,655.08	\$551.23	\$0.00	\$76,323.71	
13	6	8.2%	St. John the Baptist	\$63,993.00	\$927.90	\$3,967.57	\$5,247.43	\$7,188.42	\$0.00	\$0.00	\$81,324.31	
A2815.186- Nurses Addtl' Hrs.*				\$7,203.00	\$104.44	\$446.59	\$0.00	\$0.00	\$0.00	\$0.00	\$7,754.03	
A2815.189- Nurses Substitutes*				\$12,784.00	\$185.37	\$792.61	\$0.00	\$0.00	\$0.00	\$0.00	\$13,761.98	
<b>Subtotal</b>				<b>\$822,150.00</b>	<b>\$11,921.18</b>	<b>\$50,973.30</b>	<b>\$86,471.05</b>	<b>\$156,240.03</b>	<b>\$8,427.02</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$1,136,182.57</b>

\* Estimates for additional nurse hours and substitutes are based on actual 21-22 expenses, plus 10 percent.

Psychologists (A2820.110)

Employee Count	TRS / ERS TIER	TRS % Rate	Building	Gross Salary	Medi (1.45%)	FICA (6.2%)	TRS	Health	Dental	Long Term Disability	Life	Grand TOTAL
1	6	10.29%	WI HS	\$83,399.00	\$1,209.29	\$5,170.74	\$8,581.76	\$29,222.88	\$1,673.46	\$101.72	\$96.60	\$129,455.44
2	4	10.29%	St. John the Baptist	\$120,514.00	\$1,747.45	\$7,471.87	\$12,400.89	\$12,502.61	\$624.35	\$101.72	\$96.60	\$155,459.49
3	4	10.29%	PJB Elem.	\$132,886.00	\$1,926.85	\$8,238.93	\$13,673.97	\$29,222.88	\$0.00	\$101.72	\$96.60	\$186,146.95
4	4	10.29%	Oquenock Elem.	\$143,415.00	\$2,079.52	\$8,891.73	\$14,757.40	\$29,222.88	\$1,673.46	\$101.72	\$96.60	\$200,238.31
5	4	10.29%	Bayview Elem.	\$143,415.00	\$2,079.52	\$8,891.73	\$14,757.40	\$36,111.37	\$1,673.46	\$101.72	\$96.60	\$207,126.80
6	6	10.29%	Udall	\$71,027.00	\$1,029.89	\$4,403.67	\$7,308.68	\$12,502.61	\$0.00	\$101.72	\$96.60	\$96,470.17
7	6	10.29%	WI HS	\$80,307.00	\$1,164.45	\$4,979.03	\$8,263.59	\$12,502.61	\$0.00	\$101.72	\$96.60	\$107,415.00
8	4	10.29%	WI HS	\$123,608.00	\$1,792.32	\$7,663.70	\$12,719.26	\$29,222.88	\$624.35	\$101.72	\$96.60	\$175,828.82
9	4	10.29%	Beach St. MS	\$120,514.00	\$1,747.45	\$7,471.87	\$12,400.89	\$14,611.44	\$1,673.46	\$101.72	\$96.60	\$158,617.43
10	4	10.29%	Udall Rd. MS	\$142,165.00	\$2,061.39	\$8,814.23	\$14,628.78	\$29,222.88	\$1,673.46	\$101.72	\$96.60	\$198,764.06
11	4	10.29%	Manetuck Elem	\$129,793.00	\$1,882.00	\$8,047.17	\$13,355.70	\$29,222.88	\$0.00	\$101.72	\$96.60	\$182,499.07
<b>Subtotal</b>				<b>\$1,291,043.00</b>	<b>\$18,720.12</b>	<b>\$80,044.67</b>	<b>\$132,848.32</b>	<b>\$263,567.92</b>	<b>\$9,616.00</b>	<b>\$1,118.92</b>	<b>\$1,062.60</b>	<b>\$1,798,021.55</b>

West Islip Union Free School District  
 SY 2022-23: Health Services Costs Detail  
 Social Workers (A2825.110)

Employee Count	TRS / ERS TIER	TRS % Rate	Building	Gross Salary	Medi (1.45%)	FICA (6.2%)	TRS	Health	Dental	Long Term Disability	Life	Grand TOTAL
1	4	10.29%	Manetuck Elem	\$83,399.00	\$1,209.29	\$5,170.74	\$8,581.76	\$29,222.88	\$1,673.46	\$101.72	\$96.60	\$129,455.44
2	6	10.29%	Oquenock Elem.	\$80,307.00	\$1,164.45	\$4,979.03	\$8,263.59	\$29,222.88	\$1,673.46	\$101.72	\$96.60	\$125,808.74
3	4	10.29%	WI HS	\$61,747.00	\$895.33	\$3,828.31	\$6,353.77	\$29,222.88	\$0.00	\$101.72	\$96.60	\$102,245.61
4	6	10.29%	Beach St. MS	\$61,747.00	\$895.33	\$3,828.31	\$6,353.77	\$12,502.61	\$624.35	\$101.72	\$96.60	\$86,149.69
5	6	10.29%	WIHS	\$71,027.00	\$1,029.89	\$4,403.67	\$7,308.68	\$29,222.88	\$0.00	\$101.72	\$96.60	\$113,190.45
6	6	10.29%	PJB Elem.	\$80,307.00	\$1,164.45	\$4,979.03	\$8,263.59	\$12,502.61	\$1,673.46	\$101.72	\$96.60	\$109,088.46
7	4	10.29%	Bayview Elem.	\$129,793.00	\$1,882.00	\$8,047.17	\$13,355.70	\$29,222.88	\$1,673.46	\$101.72	\$96.60	\$184,172.53
8	6	10.29%	Udall Rd. MS	\$71,027.00	\$1,029.89	\$4,403.67	\$7,308.68	\$2,500.00	\$0.00	\$101.72	\$96.60	\$86,467.56
Subtotal				\$639,354.00	\$9,270.63	\$39,639.95	\$65,789.53	\$173,619.62	\$7,318.19	\$813.76	\$772.80	\$936,578.47

Speech Therapists (A2250.120)

Employee Count	TRS / ERS TIER	TRS % Rate	Building	Gross Salary	Medi (1.45%)	FICA (6.2%)	TRS	Health	Dental	Long Term Disability	Life	Grand TOTAL
1	6	10.29%	PJB Elem.	\$61,747.00	\$895.33	\$3,828.31	\$6,353.77	\$14,739.34	\$0.00	\$101.72	\$96.60	\$87,762.07
2	6	10.29%	Oquenock Elem.	\$67,933.00	\$985.03	\$4,211.85	\$6,990.31	\$12,502.61	\$624.35	\$101.72	\$96.60	\$93,445.45
3	4	10.29%	Manetuck Elem	\$126,700.00	\$1,837.15	\$7,855.40	\$13,037.43	\$29,222.88	\$0.00	\$101.72	\$96.60	\$178,851.18
4	4	10.29%	Oquenock Elem.	\$139,073.00	\$2,016.56	\$8,622.53	\$14,310.61	\$29,222.88	\$1,673.46	\$101.72	\$96.60	\$195,117.36
5	4	10.29%	PJB Elem.	\$135,979.00	\$1,971.70	\$8,430.70	\$13,992.24	\$14,611.44	\$0.00	\$101.72	\$96.60	\$175,183.39
6	4	10.29%	Manetuck Elem	\$135,979.00	\$1,971.70	\$8,430.70	\$13,992.24	\$29,222.88	\$624.35	\$101.72	\$96.60	\$190,419.18
7	4	10.29%	Bayview Elem.	\$132,886.00	\$1,926.85	\$8,238.93	\$13,673.97	\$29,222.88	\$1,673.46	\$101.72	\$96.60	\$187,820.41
8	4	10.29%	Beach St. MS	\$120,514.00	\$1,747.45	\$7,471.87	\$12,400.89	\$29,222.88	\$1,673.46	\$101.72	\$96.60	\$173,228.87
9	4	10.29%	Bayview Elem.	\$95,771.00	\$1,388.68	\$5,937.80	\$9,854.84	\$14,611.44	\$0.00	\$101.72	\$96.60	\$127,762.08
Subtotal				\$1,016,582.00	\$14,740.44	\$63,028.08	\$104,606.29	\$202,579.23	\$6,269.08	\$915.48	\$869.40	\$1,409,590.00

GRAND TOTAL

Gross Salary	Medi (1.45%)	FICA (6.2%)	ERS & TRS	Health	Dental	Disability	Life	Grand TOTAL
\$3,769,129.00	\$54,652.37	\$233,686.00	\$389,715.19	\$796,006.79	\$31,630.28	\$2,848.16	\$2,704.80	\$5,280,372.59

Notes

FICA: 2022 FICA limit is \$147,000; 2023 FICA limit is \$160,200.  
 ERS Contribution Rates (22-23): Tier 3 = 13.0% / Tier 4 = 13.0% / Tier 5 = 11.1% / Tier 6 = 8.2%  
 TRS Contribution Rate: 10.29%



West Islip Union Free School District  
 SY 2022-23: Health Services Costs Detail - Health Insurance Plans

**NYSHIP/Empire Plan Rates - Family**

Year	Monthly Premium	6-Month Cost
2022	\$2,763.74	\$16,582.44
2023	\$3,175.87	\$19,055.22
	<b>Total Annual Cost:</b>	\$35,637.66
	<b>Nurses: District Cost is 83%:</b>	\$29,579.26
	<b>WITA: District Cost is 82%:</b>	\$29,222.88

**NYSHIP/Empire Plan Rates - Individual**

Year	Monthly Premium	6-Month Cost
2022	\$1,196.12	\$7,176.72
2023	\$1,345.06	\$8,070.36
	<b>Total Annual Cost:</b>	\$15,247.08
	<b>Nurses: District Cost is 83%:</b>	\$12,655.08
	<b>WITA: District Cost is 82%:</b>	\$12,502.61

**EmblemHealth HIP Rates - Family**

Year	Monthly Premium	6-Month Cost
2022	\$3,533.76	\$21,202.56
2023	\$3,805.95	\$22,835.70
	<b>Total Annual Cost:</b>	\$44,038.26
	<b>Nurses: District Cost is 83%:</b>	\$36,551.76
	<b>WITA: District Cost is 82%:</b>	\$36,111.37

**EmblemHealth HIP Rates - Individual**

Year	Monthly Premium	6-Month Cost
2022	\$1,442.35	\$8,654.10
2023	\$1,553.45	\$9,320.70
	<b>Total Annual Cost:</b>	\$17,974.80
	<b>Nurses: District Cost is 83%:</b>	\$14,919.08
	<b>WITA: District Cost is 82%:</b>	\$14,739.34

**Health Insurance Buyout**

Bargaining Unit	Individual	Family
Nurses - hired before 7/1/2019	\$3,389.04	\$7,188.42
Nurses - hired on/after 7/1/2019	\$1,250.00	\$2,500.00
WITA - opt out before 6/30/2010	\$6,251.30	\$14,611.44
WITA - opt out on/after 6/30/2010	\$1,250.00	\$2,500.00

Health insurance buyout information, per employee bargaining agreements:

- Nurses hired before 7/1/2019 are capped at above listed rates.
- Nurses hired on/after 7/1/2019 are capped \$1250 (individual) or \$2500 (family).
- WITA unit members who opt out on/after 6/30/2010 are capped \$1250 (individual) or \$2500 (family).
- WITA unit members who opt out before 6/30/2010 will receive a payment equal to 50% of the district cost of NYSHIP/Empire Plan.

*West Islip Teachers' Association (WITA) includes all social workers, psychologists, and speech therapists.*

West Islip Union Free School District  
 SY 2022-23: Health Services Costs Detail  
 Long Term Disability, Life Insurance & Dental Insurance

22-23 Long Term Disability Paul Revere Life Insurance Company (Psychologists/Social Workers/Speech Therapists)	
\$3,687.50	District Monthly Cost (435 employees)
\$8.48	Per employee/month
\$101.72	22-23 Annual Cost (per employee)

Note: Nurses are not entitled to long term disability.

22-23 Life Insurance J.J. Stanis and Company, Inc. (Psychologists/Social Workers/Speech Therapists)	
\$8.05	Per employee/month
\$96.60	22-23 Annual Cost (per employee)

Note: Nurses are not entitled to life insurance.

22-23 Dental Insurance Metropolitan Life Insurance Company (Psychologists/Social Workers/Speech Therapists)			
	Monthly Premium	Annual Premium	District Cost (90%)
Individual	\$57.81	\$693.72	\$624.35
Family	\$154.95	\$1,859.40	\$1,673.46

\* District pays 90% of total premiums.

22-23 Dental Insurance Metropolitan Life Insurance Company (Nurses)			
	Monthly Premium	Annual Premium	District Cost (90%)
Individual	\$51.04	\$612.48	\$551.23
Family	\$135.64	\$1,627.68	\$1,464.91

\* District pays 90% of total premiums.

**WEST ISLIP UNION FREE SCHOOL DISTRICT**100 SHERMAN AVENUE  
WEST ISLIP, NY 11795**INVOICE****139384**

Invoice Date 12/15/2022

Customer No. 532

<b>Customer / Bill To:</b>
ROCKY POINT UFSD 90 ROCKY PT YAPHANK ROAD ROCKY POINT, NY 11778

<b>Remit To:</b>
WEST ISLIP SCHOOL DISTRICT 100 SHERMAN AVENUE WEST ISLIP, NY 11795 ATTN: BUSINESS OFFICE

Phone	Fax	E-Mail Address	Terms	Invoice Amount
631-893-3200	631-893-3217		NET 30 DAYS	4,210.96

Items / Services	Cost Basis	Quantity	Unit Price	Amount
Health Services: St. John the Baptist HS, SY 22-23	STUD	4.00	1,052.740	4,210.96

Health services costs for nonpublic school students (SY 2022-23)

**TOTAL: 4,210.96**

Page 1 of 1

DETACH HERE AND SEND WITH PAYMENT

**ROCKY POINT UFSD**  
 90 ROCKY PT YAPHANK ROAD  
 ROCKY POINT, NY 11778

 Invoice No. 139384  
 Invoice Date 12/15/2022  
 Customer No. 532
**Total Due: \$4,210.96**

Payment Terms: NET 30 DAYS

**Mail Payments To:**
 WEST ISLIP SCHOOL DISTRICT  
 100 SHERMAN AVENUE  
 WEST ISLIP, NY 11795  
 ATTN: BUSINESS OFFICE
Amount Enclosed:

**AGREEMENT by and between the  
BOARD OF EDUCATION OF THE ROCKY POINT UNION FREE SCHOOL DISTRICT**

**and**

**Dorothy Tis**

**AGREEMENT**, made as of the 9<sup>th</sup> day of January 2023 and between the Board of Education of the Rocky Point Union Free School District, Suffolk County, New York, and Rocky Point, confidential Secretarial Assistant, Dorothy Tis.

**WHEREAS**, the Board of Education and Ms. Tis entered into an amended employment agreement, dated July 1, 2022, employing Dorothy Tis as confidential Secretarial Assistant; and

**WHEREAS**, that employment agreement provides at Paragraph 8(a) for fifty percent (50%) payment for accrued unused sick leave at 1/240 of her annual salary per day up to a maximum of 250 days and three hundred dollars (\$300) for each year of active service in the district at the time Ms. Tis retires from her employment with the district.

**WHEREAS**, the parties wish to implement the provisions referred to in paragraph 8(c) of said employment agreement;

**NOW THEREFORE**, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound thereby, the parties agree as follows:

All payment for accrued sick leave payment for service as set forth herein shall be made as **Non-Elective Employer Contributions**, up to the statutory limit in accordance with Internal Revenue Code § 403 (b). The payment (up to the 2022 statutory limit) will be made the week of January 20, 2023.

**IN WITNESS WHEREOF**, the parties have caused this memorandum of agreement to be executed as of the date and year first set forth above.

BOARD OF EDUCATION OF THE  
ROCKY POINT U.F.S.D.

By: \_\_\_\_\_  
Jessica Ward, President

\_\_\_\_\_  
Dorothy Tis

**EMPLOYMENT AGREEMENT**, made as of the 9<sup>th</sup> Day of January 2023, by and between the Board of Education of the Rocky Point Union Free School District, Suffolk County, New York (hereinafter the “Board”), and Kim Trypaluk.

**WITNESSETH:**

**WHEREAS**, the Board desires to employ Kim Trypaluk as a confidential Principal Office Assistant; and

**WHEREAS**, the parties believe that a written contract specifying the terms and conditions of employment will promote effective communication and true understanding between the parties; and

**WHEREAS**, the parties have mutually agreed upon the following terms and conditions relative to the Principal Office Assistant’s employment by the Board,

**NOW, THEREFORE**, in consideration of the mutual agreements hereinafter set forth, together with other good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound thereby, the parties hereto agree as follow:

1. **Term of Agreement:** This Agreement shall be effective December 19, 2022 and shall remain in full force and effect through June 30, 2026, at which time this contract shall be considered for extension by the Superintendent of Schools and the Board of Education, subject to applicable regulations, statutes, and New York State Civil Service rules.

2. **Compensation:** During the first year of this Agreement, the Principal Office Assistant’s annual salary shall be \$67,000, prorated for the period of December 19, 2022 through June 30, 2023. Said compensation shall be increased on the first day of July of each year of this Agreement, commencing July 1, 2023, **by three percent (3%)**.

3. **Termination:** In addition to as otherwise provided for herein, this

Agreement shall terminate on the occurrence of any of the following:

- i. The death of the Principal Office Assistant;
- ii. Resignation of the Principal Office Assistant;
- iii. Retirement of the Principal Office Assistant;
- iv. The transfer of the Principal Office Assistant to a non-confidential position, which is otherwise covered under the collective bargaining agreement between the Board and the Rocky Point School Related Professionals Association;
- v. Dismissal of the Principal Office Assistant in accordance with New York State Civil Service Law;

4. Longevity: The Principal Office Assistant shall be entitled to the same Longevity Benefit as that provided to full-time employees who are members of the Rocky Point School-Related Professional Association or any successor organization representing individuals with the title of Principal Office Assistant not otherwise designated as confidential employees. Such longevity benefits shall be paid no later than the last pay period in June of the fiscal year in which such longevity was earned including the first year of this Agreement, and shall include credit for all years of service provided to the District by the Principal Office Assistant. The longevity benefit paid in any year of this Agreement shall never be less than the amount paid in the first full year of this Agreement.

5. Leaves:

a. Sick Leave: Twelve (12) days sick leave will be credited on the first day of July of each year of this Agreement. Such days, inclusive of those previously accrued and unused, are cumulative to two hundred fifty (250) days. It is understood that the Principal Office Assistant shall carry over all accumulated sick leave to which she was entitled as of the date of

this Agreement. All sick days granted under the terms of this Agreement shall be earned on a pro-rated basis during the year in which they are granted. The aforementioned notwithstanding, the Principal Office Assistant may use the full allotment of sick days to which she is entitled prior to said days being fully earned. However, to the extent any unearned sick days are used by the Principal Office Assistant when her full-time employment with the District terminates, the Principal Office Assistant shall immediately reimburse the District for the full value of any unearned sick days at the rate at which she was compensated for each expended but unearned day.

b. Personal Leave: Three (3) personal leave days will be credited on the first day of July of each year of this agreement. Unused personal leave will be credited to accumulated sick leave. It is understood that the Principal Office Assistant shall carry over all personal leave days to which she was entitled but had not yet utilized as of the date of this Agreement. All personal days granted under the terms of this Agreement shall be earned on a pro-rated basis during the year in which they are granted. The aforementioned notwithstanding, the Principal Office Assistant may use the full allotment of personal days to which she is entitled prior to said days being fully earned. However, to the extent any unearned personal days are used by the Principal Office Assistant when her full-time employment with the District terminates, the Principal Office Assistant shall immediately reimburse the District for the full value of any unearned personal days at the rate at which she was compensated for each expended but unearned day.

c. Death in Family: Up to five (5) days will be granted for a death in the immediate family. The immediate family includes the Principal Office Assistant's spouse, son, daughter, sister, brother, father, mother, mother-in-law, father-in-law, son-in-law, or daughter-in-law. Two (2) days will be granted in the event of the death of a grandparent,

spouse's grandparents, aunt, uncle, or spouse's brother or sister.

d. Jury Duty: Service on jury duty shall not be considered a charged absence. Wages shall be paid as required by law, net of any amount paid by the court to the Principal Office Assistant for service. Any mileage fees paid to the Principal Office Assistant shall be retained by the Principal Office Assistant.

e. Child Care Leave:

i. A leave of absence shall be granted without pay for up to two years for child care. Such leave must be taken in one-year increments.

ii. Fringe benefits will not accrue during a childcare leave.

iii. Sick leave may be utilized for pre-or post-partem disability related to the birth of a child.

f. Other Extended Leaves of Absence: Other leaves of absence may be granted upon recommendation of the Superintendent of Schools and approval of the Board.

g. Vacation. Thirteen (13) vacation days shall be credited on the first day of July of each year of this Agreement, to be taken upon the approval of the Superintendent of Schools. Said days may not be carried from year to year without the prior approval of the Superintendent. The aforementioned notwithstanding, all vacation time may be taken only during the months of July and August, except that no vacation time may be utilized during the last week of August. It is recognized that on rare occasions the use of vacation days during periods precluded by the provisions of this section may be necessary, such exceptions may be approved at the discretion of the Superintendent of Schools. All vacation days granted under the terms of this Agreement shall be earned on a pro-rated basis during the year in which they are granted. The aforementioned notwithstanding, the Principal Office Assistant may use



the full allotment of vacation days to which she is entitled prior to said days being fully earned. However, to the extent any unearned vacation days are used by the Principal Office Assistant when her full-time employment with the District terminates, the Principal Office Assistant shall immediately reimburse the District for the full value of any unearned vacation days at the rate at which she was compensated for each expended but unearned day. If, during the year, the Principal Office Assistant does not use the maximum number of vacation days to which she is entitled the Principal Office Assistant shall be paid at the rate of 1/240<sup>th</sup> of the employee's annual salary per day for each such unused day to a maximum of ten (10) days. To receive payment, the employee must submit a written request, which must be approved by the Superintendent.

6. Work Year.

a. The Principal Office Assistant is a twelve (12) month employee working a seven and one-half (7½) hour day, including two fifteen (15) minute breaks and excluding a forty-five (45) minute lunch period. Daily work hours shall be 8:00 a.m. – 4:15 p.m., subject to change at the discretion of the Superintendent of Schools. During July and August, the work day shall be 8:00 a.m. to 2:00 p.m., Monday through Thursday, with no lunch or breaks. Work in excess of the normal work hours shall be compensated by wages paid at the rate of time and one half or by compensatory time off. Compensatory time at the time and one-half rate must be taken within the fiscal year in which such compensatory time is earned or be scheduled by the Principal Office Assistant with the consent and approval of her immediate supervisor. The Principal Office Assistant shall not be required to work during school breaks or on holidays for which students and/or teachers are not required to be in attendance, other than summer recess. If required to work during one of the school breaks or on a holiday as defined herein, other than summer recess, a compensatory day for each day worked shall be granted.

b. Snow/Emergency Days: When schools are closed for

snow/emergency days the Principal Office Assistant is not required to work unless specifically requested to do so by the Superintendent of Schools or his designee.

7. Insurance.

a. The School District will pay eighty-five percent (85%) of the premium for health insurance in a plan chosen by the District, which will provide benefits to the Principal Office Assistant, her spouse and dependents. Should the Principal Office Assistant retire from the Rocky Point School District at age fifty-five (55) or older and be deemed eligible to collect a pension through the Employees' Retirement System, eighty-five percent (85%) of the premiums will be paid by the School District for the remainder of the Principal Office Assistant's life. The Principal Office Assistant may elect to waive health insurance and receive fifty percent (50%) of the premium for the level of benefit to which she is otherwise entitled.

b. Group Dental Plan. The Principal Office Assistant shall be allowed to participate in a group dental insurance plan. However, the District shall make no contribution to such plan.

c. The District shall provide a \$10,000 base life insurance policy for the Principal Office Assistant. The Principal Office Assistant may purchase additional life insurance at their own expense.

d. The Principal Office Assistant may elect to join, at her sole cost and expense, a disability income insurance plan, if one is instituted by the District.

8. Retirement Benefit.

a. If after attaining the age of fifty-five (55) or older, the Principal Office Assistant elects to retire during the fiscal year, she shall receive a per diem cash payment at 1/240<sup>th</sup> of her annual salary of one half (½) of accumulated sick leave, such leave capped at two hundred fifty (250) days plus three hundred dollars (\$300) for each year of active service in the district.

b. The option to retire must be exercised in writing having provided a minimum of 120 days' prior notice to the district.

c. If permissible under the Internal Revenue Code and New York State and Federal law, the District and the Principal Office Assistant shall execute a separate Memorandum of Agreement providing for sick leave buyout and service payment upon retirement to be made in the form of an employer non-elective contribution into a designated IRC Section 403(b) tax sheltered annuity up to the statutory limit.

**IN WITNESS WHEREOF**, the parties have caused this Agreement to be executed on the day and year first set forth above.

**BOARD OF EDUCATION OF THE  
ROCKY POINT UNION FREE  
SCHOOL DISTRICT**

By: \_\_\_\_\_  
Jessica Ward, President

\_\_\_\_\_  
Kim Trypaluk, Principal Office Assistant

**Rocky Point UFSD**  
**Personnel Schedule for Board of Education Approval - 1/9/2023**

**1/9/2023 Schedule-A Classified Staff**

Last	First	Position	Building	Rate	BOE Date	Amount	Effective Date	Description/Comments
Trypaluk	Kim	Principal Office Assistant	DO	Annual	1/9/2023	67,000	12/19/2022	Change in status from contractual School Related Professional Association employee to contractual confidential employee. This is a permanent appointment as per Civil Service rules and regulations. Replaces D. Tis. Salary pro-rated.
Canzanella	Amy	Office Applications Specialist	DO	Annual	1/9/2023	400.00	12/7/2022	Temporary Central Registration Coverage commencing 12/7/2022 through 12/23/2022
Wessel	Melissa	School Teacher Aide	DW	N/A	1/9/2023	N/A	12/23/2022	Resignation for personal reasons
Collazo	Maria	Senior Office Assistant Spanish Speaking	DO	N/A	1/9/2023	N/A	12/20/2022	Resignation for personal reasons
Morcerf	Nancy	Senior Office Assistant	DO	Annual	1/9/2023	400.00	12/19/2022	Temporary Principal Office Coverage in Personnel Office commencing 12/19/2022 through 1/13/2023
Winters	Rhonda	School Teacher Aide	DW	N/A	1/9/2023	N/A	4/24/2023	Resignation for the purpose of retirement
White	Regina	Principal Office Assistant	DO	Annual, Step 2	1/9/2023	40,708.00	1/10/2023	Promotional probationary appointment. Change in title from Senior Office Assistant to Principal Office Assistant per Civil Service rules and regulations. Replaces K. Trypaluk. Salary pro-rated.
Richardson	Robert	School Lunch Monitor	JAE	N/A	1/9/2023	N/A	1/4/2023	Resignation for personal reasons
Stevens	Lisa	School Attendance Aide	HS	N/A	1/9/2023	N/A	1/18/2023	Resignation for personal reasons
Losquadro	Phillip	School Teacher Aide	HS	N/A	1/9/2023	N/A	1/6/2023	Resignation for personal reasons

**Rocky Point UFSD  
Personnel Schedule for Board of Education Approval - 1/9/2023**

**1/9/2023 Schedule-B Certified Staff**

Last	First	Position	Bldg.	Rate	BOE Date	Amount	Effective Date	Description/Comments
Calamonici	Meghan	LOTE Teacher	HS	Annual	1/9/2023	10,927	1/3/2023	Additional class from 1/3/2023 through 6/30/2023. Covering L. Foley. Salary Pro-Rated
Wolper	Bruce	LOTE Teacher	MS	Annual	1/9/2023	11,337	1/3/2023	Additional class from 1/3/2023 through 6/30/2023. Covering L. Foley. Salary Pro-Rated
Modrzynski	Danielle	LOTE Teacher	HS	Annual	1/9/2023	13,383.67	1/3/2023	Additional class from 1/3/2023 through 6/30/2023. Covering L. Foley. Salary Pro-Rated
Jordan	Gabriella	ENL Teacher	HS	Annual	1/9/2023	9,699.67	1/3/2023	Additional class from 1/3/2023 through 6/30/2023. Covering L. Foley. Salary Pro-Rated
Dugan	Erica	LOTE Teacher	HS	Annual	1/9/2023	8,185	1/3/2023	Additional class from 1/3/2023 through 6/30/2023. Covering L. Foley. Salary Pro-Rated
Moeller	James	Interim Principal	HS	Annual	1/9/2023	12,000.00	1/9/2023	Interim stipend appointment beginning 1/9/2023 through 6/30/2023. Salary Pro-Rated. Replaces J. Hart
Meyers	Dawn	Interim Principal	MS	Annual	1/9/2023	9,600.00	1/9/2023	Interim stipend appointment beginning 1/9/2023 through 6/30/2023. Salary Pro-Rated. Replaces J. Moeller

**Rocky Point UFSD**  
**Personnel Schedule for Board of Education Approval - 1/9/2023**

*1/9/2023 Schedule-C Non-Teaching Substitutes*

Last	First	Position	Bldg.	Rate	BOE Date	Amount	Effective Date	Description/Comments

**Rocky Point UFSD**  
**Personnel Schedule for Board of Education Approval - 1/9/2023**

**1/9/2023 Schedule-D Teaching/Certified Substitutes**

Last	First	Position	Bldg.	Rate	BOE Date	Amount	Effective Date	Description/Comments
Coppolone	Eric	Per Diem Substitute Teacher/Teaching Assistant	DW	Daily	1/9/2023	130.00 non preferred; 160.00 preferred	1/11/2023	2022-2023 school year
Reynoso	Meagan	Per Diem Substitute Teacher/Teaching Assistant	DW	Daily	1/9/2023	130.00 non preferred; 160.00 preferred	1/11/2023	2022-2023 school year
Buccino	Skyler	Per Diem Substitute Teacher/Teaching Assistant	DW	Daily	1/9/2023	130.00 non preferred; 160.00 preferred	1/10/2023	2022-2023 school year
Hollborn	Brandon	Per Diem Substitute Teacher/Teaching Assistant	DW	N/A	1/9/2023	N/A	1/4/2023	Resignation for personal reasons
Latorre-Sicurella	Sarina	Per Diem Substitute Teacher/Teaching Assistant	DW	Daily	1/9/2023	130.00 non preferred; 160.00 preferred	1/23/2023	2022-2023 school year
Malinowski	Aidan	Per Diem Substitute Teacher/Teaching Assistant	DW	Daily	1/9/2023	130.00 non preferred; 160.00 preferred	1/11/2023	2022-2023 school year

**Rocky Point UFSD**  
**Personnel Schedule for Board of Education Approval - 1/9/2023**

**1/9/2023 Schedule-E Co-Curricular Positions 2022/2023**

Last	First	Position	Bldg.	Rate	BOE Date	Amount	Effective Date	Description/Comments
Walters	Christine	Best Buddies	MS	Annual	1/9/2023	1,274	8/31/2022	2022-2023 school year - Shared stipend
Hamel	Gianna	Best Buddies	MS	Annual	1/9/2023	1,274	8/31/2022	2022-2023 school year; amended stipend now a shared stipend
Falcone	David	JAE Literary Magazine	JAE	N/A	1/9/2023	N/A	8/31/2022	Resignation of 2022-2023 appointment
Kelly	Stacy	Book Club	JAE	Annual	1/9/2023	1,274	1/3/2023	2022-2023 school year. Salary pro-rated.
Ross-Licata	Alison	Journalism Club	JAE	Annual	1/9/2023	1,274	1/3/2023	2022-2023 school year. Salary pro-rated.
Serpico	Gabiella	Feeling Good Fitness Club	JAE	Annual	1/9/2023	1,274	1/3/2023	2022-2023 school year. Salary pro-rated.
Serpico	Gabiella	Literacy Magazine Club	JAE	Annual	1/9/2023	1,274	1/3/2023	2022-2023 school year. Salary pro-rated.
Acritelli	Richard	MS Baseball Coach (Year 8)	MS	Annual	1/9/2023	4,534	1/9/2023	2022-2023 school year
Anzalone	Anthony	Varsity Head Baseball Coach (Year 9)	HS	Annual	1/9/2023	6,518	1/9/2023	2022-2023 school year
Capell	Daniel	JV Baseball Coach (Year 7)	HS	Annual	1/9/2023	5,244	1/9/2023	2022-2023 school year
Strovink	Eric	Varsity Asst. Baseball Coach (Year 10)	HS	Annual	1/9/2023	5,385	1/9/2023	2022-2023 school year
Hamel	Gianna	Fashion Club	MS	N/A	1/9/2023	N/A	1/11/2023	Resignation of 2022-2023 appointment
Hamel	Gianna	Best Buddies	MS	N/A	1/9/2023	N/A	1/11/2023	Resignation of 2022-2023 appointment



**Rocky Point UFSD**  
**Personnel Schedule for Board of Education Approval - 1/9/2023**

***1/9/2023 Schedule-F Community Education***

Last	First	Position	Bldg.	Rate	BOE Date	Amount	Effective Date	Description/Comments