



**Tuesday, August 30, 2022**  
**Regular Meeting of the Board of Education**

**EAST ROCKAWAY UNION FREE SCHOOL DISTRICT**  
**Centre Avenue Elementary School Library**  
**7:00 P.M**

## **1. Opening of Meeting**

---

**Subject**                      **A. Call to Order**

Meeting                      Aug 30, 2022 - Regular Meeting of the Board of Education

Category                      1. Opening of Meeting

Type                              Action, Procedural

Recommended Action      The President of the Board of Education will call the meeting to order

**Subject**                      **B. Pledge of Allegiance**

Meeting                      Aug 30, 2022 - Regular Meeting of the Board of Education

Category                      1. Opening of Meeting

Type                              Procedural

**Subject**                      **C. Old Business**

Meeting                      Aug 30, 2022 - Regular Meeting of the Board of Education

Category                      1. Opening of Meeting

Type                              Information

Facilities Update  
Building Bridges to Understanding

**Subject**                      **D. Public Comments on Agenda Items**

Meeting                      Aug 30, 2022 - Regular Meeting of the Board of Education

Category                      1. Opening of Meeting

Type                              Information, Procedural

If you are viewing the livestream of tonight's meeting and you have questions regarding items on the agenda or other school related items, you can email them to [boardofeducation@ersd.org](mailto:boardofeducation@ersd.org). This email will be monitored throughout the evening. Please be sure to include your full name and address. I also want to remind you that most concerns are appropriately addressed with your child's teacher and/or building principal. Other general district questions should be directed to Mr. DeTommaso, our Superintendent. Matters involving Curriculum and Instruction should be addressed to Mr. Murray, and matters involving budget and facilities should be directed to Ms. Scio. If you need technological

assistance or have issues with a device, please reach out to Mr. Fisk. Anyone who is attending in person, if you would like to make any comments, please complete a comment card.

**Subject E. Approval of Minutes**

Meeting Aug 30, 2022 - Regular Meeting of the Board of Education

Category 1. Opening of Meeting

Type Action

Recommended Action Motion to approve the meeting minutes of  
A. July 14, 2022, Organizational and Regular Meeting of the Board of Education  
B. August 3, 2022, Special Meeting of the Board of Education

Please note these are only draft copies of the minutes. Final copies will be posted after Board approval.

File Attachments MINUTES 7.14.22.pdf (296 KB) MINUTES 08.03.22 Special Meeting Agenda.pdf (125 KB)
--

---

## 2. Acknowledgment of Monthly Reports and Correspondence

**Subject A. Receipt of Monthly Financial Reports**

Meeting Aug 30, 2022 - Regular Meeting of the Board of Education

Category 2. Acknowledgment of Monthly Reports and Correspondence

Type Reports

A. Receipt of Monthly Financial Reports: June 2022.

**Subject B. Correspondence**

Meeting Aug 30, 2022 - Regular Meeting of the Board of Education

Category 2. Acknowledgment of Monthly Reports and Correspondence

Type Information

B. Correspondence

---

## 3. Recommendation of Superintendent: Instructional and Non-Instructional Personnel

**Subject A. Resignations**

Meeting Aug 30, 2022 - Regular Meeting of the Board of Education

Category 3. Recommendation of Superintendent: Instructional and Non-Instructional Personnel

Type Action (Consent)

Recommended Action Upon the recommendation of the Superintendent accept the following resignations:

#	Name	Position	Effective Date
1.	Lesly Velasquez	Part-Time Monitor	08/31/2022

#	Name	Position	Effective Date
2.	Dakota Terenzi	Permanent Substitute Teacher	08/04/2022
3.	Crystal Valentin-Espinosa	Library Media Specialist	08/31/2022
4.	Emily Johnson	Special Education Teacher	8/26/2022
5.	Amie Laino	Per Diem Substitute Teacher	08/12/2022
6.	Jessica Risso	Permanent Substitute Teacher	08/28/2022
7.	Elizabeth Freeman	Per Diem Substitute Teacher	08/29/2022
8.	Taylor Dworkin	Permanent Substitute Teacher	08/28/2022
9.	Priscilla Princz-Sitzman	Permanent Substitute Teacher	08/25/2022

**Subject**

**B. Appointments Instructional**

Meeting

Aug 30, 2022 - Regular Meeting of the Board of Education

Category

3. Recommendation of Superintendent: Instructional and Non-Instructional Personnel

Type

Action (Consent)

Recommended Action

Upon the recommendation of the Superintendent, approve the appointment of the following instructional staff:

#	Name	Position	Effective Date	Step	Probationary Period	Tenure Area/Certification	East Rockaway UFSD Contract
1.	Deborah L. Bloomfield	English Social Studies Chairperson	09/01/2022	MA30 Step 9 plus stipend	4 years	School Building Leader/Initial	ERTA
2.	Tracy Collins	Music Teacher	09/01/2022	MA Step 1	4 years	Music/Initial	ERTA
3.	Grayson Valentino	Social Studies Teacher (.8 FTE)	09/01/2022 to 06/30/2022	BA Step 1 prorated	N/A	Social Studies/Initial	ERTA
4.	Jacqueline Diffley	Short-Term Substitute Elementary Teacher	09/01/2022 to 11/30/2022	Short-Term Substitute Teacher	N/A	Elementary/Initial	Non-Unit
5.	Jacqueline Diffley	Per Diem Substitute Elementary Teacher	12/01/2022 to 06/30/2022	Per Diem Substitute Teacher	N/A	Elementary/Initial	Non-Unit
6.	Thomas Moore	Short-Term Substitute Special Education	09/01/2022	Short-Term Substitute	N/A	SWD 7-2/Initial Pending	Non-Unit

**Subject C. Appointments Non-Instructional**

Meeting Aug 30, 2022 - Regular Meeting of the Board of Education

Category 3. Recommendation of Superintendent: Instructional and Non-Instructional Personnel

Type

#	Name	Position	Effective Date	Step	East Rockaway UFSD Contract
1.	Lesly Velasquez	School Monitor	09/01/2022	Step 5 hourly salary	Monitor and Security Unit agreement for the 2022-2023 school year.
2.	Laura Corbett	Teacher Aide	09/01/2022	Step 1 hourly salary	Teacher Aides Association agreement for the 2022-2023 school year.
3.	Gaetano A. Emmolo, Jr.	Security Aide	09/01/2022	Step 1 hourly salary	Monitor and Security Unit and the United Public Service Employees Union agreement for the 2022-2023 school year

**4. Other Items****Subject A. Cooperative Transportation Agreement with Lynbrook UFSD**

Meeting Aug 30, 2022 - Regular Meeting of the Board of Education

Category 4. Other Items

Type Action

Recommended Action Therefore Be it RESOLVED, that the Board of Education hereby approves the Disclosure and Consent Agreement enabling District counsel to represent both Districts in the drafting of the CTA with Lynbrook, and Be It Further RESOLVED, that the Board of Education hereby approves the Cooperative Transportation Agreement with the Lynbrook Union Free School District, and Be It Further RESOLVED, that the President of the Board of Education be and is hereby authorized to execute both the Disclosure and Consent Agreement and the Cooperative Transportation Agreement on behalf of the District

WHEREAS, the District has discussed with representatives of the Lynbrook Union Free School District ("Lynbrook") entering into a Cooperative Transportation Agreement ("CTA") for the 2022-2023 school year whereby Lynbrook residents would be transported to the non-public schools they attend by East Rockaway's transportation contractor, Independent Coach Corporation, simultaneously with East Rockaway residents and with the districts splitting the monthly fee for such transportation services, and  
 WHEREAS, such an agreement is in the best interests of both school districts, and  
 WHEREAS, District counsel has disclosed that they also represent Lynbrook and have accordingly asked whether the District wishes them to represent it in connection with the drafting of such an agreement, and if so, to approve and execute a Disclosure and Consent Agreement,

**Subject B. Agreement between Town of Hempstead School Bus Stop Arm Enforcement Program**

Meeting Aug 30, 2022 - Regular Meeting of the Board of Education

Category 4. Other Items

Type Action

Recommended Action RESOLVED, the Board of Education of the East Rockaway School District hereby acknowledges and approves the Town of Hempstead School Bus Stop Arm Enforcement Program Opt-in Agreement made between the Town of Hempstead, the East Rockaway School District, and Bus Patrol America LLC, and agrees to be bound by its terms

Approve the following resolution:

WHEREAS, the East Rockaway School District intends to participate in the Town of Hempstead School Bus Stop Arm Enforcement Program (hereinafter the "Stop Arm Program").WHEREAS, the Stop Arm Program is authorized under New York State Vehicle and Traffic Law §1174-a;

WHEREAS, pursuant to NYS VTL §1174-a, in order to participate in the Program, the School District must enter into an agreement with the Town.

WHEREAS, the East Rockaway School District intends to execute the School Bus Stop Arm Enforcement Program Opt-In Agreement and enter into the Stop Arm Program.

File Attachments  
[ToH School District Opt-in Template \(BP-8-25 v2\) \(1\) \(1\).pdf \(357 KB\)](#)

**Subject C. Synthetic Turf Maintenance Agreement (Proposal #22-1102)**

Meeting Aug 30, 2022 - Regular Meeting of the Board of Education

Category 4. Other Items

Type Action

Recommended Action Approve the Synthetic Turf Maintenance Agreement (Proposal #22-1102) between the East Rockaway School District and The Land Tek Group, Inc. for maintenance of the athletic turf field for the 2022-2023 school year and authorize the Assistant Superintendent for Finance & Operations to execute the Agreement on behalf of the East Rockaway Board of Education

File Attachments  
[LandTek GMAX and Grooming Proposal 22-23-REVISED AGMT.pdf \(222 KB\)](#)

**Subject D. Extend Transportation Contracts 2022-2023 School Year**

Meeting Aug 30, 2022 - Regular Meeting of the Board of Education

Category 4. Other Items

Type Action

Recommended Action Authorize the Assistant Superintendent of Finance and Operations to extend transportation contracts for the 2022-2023 school year at the Consumer Price Index with the following:

1. CHEESE Bus Inc.
  - a. St. Agnes Cathedral
2. First Student, Inc.
  - a. Crescent High School
  - b. Holy Trinity High School

- c. Our Lady of Peace
- d. Waldorf Garden City

- 3. Independent Coach Corp.
  - a. Chaminade High School
  - b. Chaminade High School (late bus)
  - c. Kellenberg Latin & High School
  - d. Kellenberg Latin & High School (late bus)
  - e. Sacred Heart Academy
  - f. Sacred Heart Academy (late bus)
  - g. Lawrence Woodmere Academy
  - h. 4 Hour Van In & Out of District
  - i. 6 Hour Van In & Out of District
  - j. 66 Passenger 5 Hour Bus
  - k. Displaced to Centre & Rhame Avenue
  - l. Displaced to East Rockaway High School
  - m. Athletics & Field Trips In & Out of District
  - n. Seaford Manor School
  - o. Lawrence Elementary School

- 4. We Transport, Inc.
  - a. St. William the Abbot
  - b. Mary Louis Academy

**Subject E. Approval of Transportation Bids**

Meeting Aug 30, 2022 - Regular Meeting of the Board of Education

Category 4. Other Items

Type Action

Recommended Action Approve the awards of the bids for transportation services to the following companies and authorize the Assistant Superintendent of Finance and Operations to execute the resulting contracts on behalf of the East Rockaway Board of Education:

- 1. BOCES
  - a. Barry Tech AM & PM
  - b. GC Tech PM
  - c. Children’s Readiness Center
  - d. Long Island High School for the Arts
  - e. Seaman Neck Middle School
  - f. Willet Avenue School
- 2. We Transport
  - a. Brookville Center (AHRC)
  - b. Lawrence Middle School
  - c. Seaford Middle School
  - d. Al-Ihsan Academy
  - e. Long Beach Catholic
  - f. Evergreen Charter School
  - g. Sequoya High School

**Subject F. Approval of Valley Stream students admission to the Special Education Summer 2022 Program**

Meeting Aug 30, 2022 - Regular Meeting of the Board of Education

Category 4. Other Items

Type Action

Recommended Action Approve the admission of the following students to attend the East Rockaway Public Schools for the Special Education Summer 2022 Program and authorize the President of the Board of Education to execute the tuition agreements between the Board of Education of East Rockaway UFSD and the Board of Education of the sending school districts:

Valley Stream Central High School District, Student No. 939971890  
Valley Stream Central High School District, Student No. 939972784

**Subject G. Approval of Valley Stream students admission to attend the East Rockaway Schools 2022-23 school year.**

Meeting Aug 30, 2022 - Regular Meeting of the Board of Education

Category 4. Other Items

Type Action

Recommended Action Approve the admission of the following students to attend the East Rockaway Public Schools for the 2022-2023 school year and authorize the President of the Board of Education to execute the tuition agreements on behalf of the East Rockaway Board of Education:

Valley Stream Central High School District, Student No. 939971889  
Valley Stream Central High School District, Student No. 939971890  
Valley Stream Central High School District, Student No. 939971784  
Valley Stream Central High School District, Student No. 939972784  
Valley Stream Central High School District, Student No. 993511904

**Subject H. Special Education Services Contract with Hicksville UFSD**

Meeting Aug 30, 2022 - Regular Meeting of the Board of Education

Category 4. Other Items

Type Action

Recommended Action Approve the Special Education Services Contract with Hicksville UFSD for special education services for one parentally placed student for the 2022-2023 school year and authorize the President of the Board of Education to execute the contract on behalf of the East Rockaway Board of Education.

**Subject I. Donation**

Meeting Aug 30, 2022 - Regular Meeting of the Board of Education

Category 4. Other Items

Type Action

Recommended Action Accept the following donation:

1. From Jimmy Lores a new three-wheel bike for the Life-Skills program at the High School, valued at approximately \$1,200.00.

**Subject J. Items for Disposal**

Meeting Aug 30, 2022 - Regular Meeting of the Board of Education

Category 4. Other Items

Type Action  
Recommended Action Declare obsolete for the purpose of disposal the item listed on the Change of Disposition form dated July 27, 2022.

## 5. Approval of CSE and CPSE Recommendations

---

**Subject** **A. Approve the CSE and CPSE Recommendations**  
Meeting Aug 30, 2022 - Regular Meeting of the Board of Education  
Category 5. Approval of CSE and CPSE Recommendations  
Type Action  
Recommended Action Approval of CSE and CPSE Recommendations

## 6. Budget Transfers

---

**Subject** **A. Approval of Budget Transfers**  
Meeting Aug 30, 2022 - Regular Meeting of the Board of Education  
Category 6. Budget Transfers  
Type Action  
Recommended Action Upon the recommendation of the Superintendent, the Board of Education approves the following budget transfer

Transaction No. 22-031
Transaction No. 22-032
Transaction No. 22-033
Transaction No. 23-001
Transaction No. 23-002
Transaction No. 23-003

## 7. Policy Matters

---

**Subject** **A. Policy Subcommittee Report**  
Meeting Aug 30, 2022 - Regular Meeting of the Board of Education  
Category 7. Policy Matters  
Type Information

**Subject** **B. Policies for Review**  
Meeting Aug 30, 2022 - Regular Meeting of the Board of Education  
Category 7. Policy Matters  
Type Information

A. 1420, Complaints About Curricula or Instructional Materials  
B. 2160, School District Officer and Employee Code of Ethics

- C. 1900, Parent and Family Engagement
- D. 5151, Homeless Children
- E. 5300, Code of Conduct
- F. 6680, Internal Audit Function
- G. 6700, Purchasing
- H. 8110, School Building Safety
- I. 8112, Health and Safety Committee
- J. 8220, Buildings and Grounds Maintenance and Inspection
- K. 8635-E, Parents Bill of Rights for Student Data Privacy and Security
- L. 9630, Sexual Misconduct
- M. 9150, Non-Fraternization "New"
- N. 9520.2, Family and Medical Leave

## 8. Reports

---

<b>Subject</b>	<b>A. Superintendent's Report</b>
Meeting	Aug 30, 2022 - Regular Meeting of the Board of Education
Category	8. Reports
Type	Information

## 9. Good and Welfare

---

<b>Subject</b>	<b>A. Good and Welfare</b>
Meeting	Aug 30, 2022 - Regular Meeting of the Board of Education
Category	9. Good and Welfare
Type	Information
	<ol style="list-style-type: none"> <li>1. Condolences to Karin Cooney and family on the passing of her mother-in-law, Miriam Cooney-Lisker.</li> <li>2. Condolences to Chris Caputo and JJ Wolek, on the passing of their grandmother and great-grandmother, Claire Crowley.</li> <li>3. Condolences to Noreen Sheehy, on the passing of her mother, Anne Sheehy.</li> <li>4. Condolences to Debbie Iannico, on the passing of her father, Charles Bennett.</li> <li>5. Congratulations to Kellie Hughes and family on the arrival of her daughter, Emilia Jean on July 19, 2022.</li> <li>6. Congratulations to Joe Polite and family on the arrival of his son, Joseph James on July 21, 2022.</li> <li>7. Congratulations to Luke Tesoriero and family on the arrival of his son, Vincent Salvatore on July 22, 2022.</li> <li>8. Congratulations to Tracy, Mike D'Amelio and family on the arrival of their daughter, Cameron on July 29, 2022</li> </ol>

## 10. Public Comments

---

<b>Subject</b>	<b>A. Public Comments</b>
Meeting	Aug 30, 2022 - Regular Meeting of the Board of Education
Category	10. Public Comments
Type	Action
Recommended Action	Please be reminded that the meeting is livestreamed and being recorded. I encourage residents to contact the board at <a href="mailto:boardofeducation@ersd.org">boardofeducation@ersd.org</a> and to contact your child's teacher or appropriate administrator with any concerns. At this time if you have a comment, please complete the form prior to speaking. Each individual is entitled to 3 minutes and the individual time limits will be enforced so that many members of the public who wish to speak, may do so.

## 11. Board Member Comments

---

**Subject****A. Board Comments**

Meeting

Aug 30, 2022 - Regular Meeting of the Board of Education

Category

11. Board Member Comments

Type

Information

**12. Adjournment**

---

**Subject****A. Adjourn**

Meeting

Aug 30, 2022 - Regular Meeting of the Board of Education

Category

12. Adjournment

Type

Action

Recommended Action

Motion to adjourn



***BUILDING CHAMPIONS FROM THE GROUND UP***

[www.LandTekGroup.com](http://www.LandTekGroup.com)

**Synthetic Turf Maintenance  
Proposal #22-1102**

Prepared for:  
East Rockaway UFSD  
443 Ocean Ave  
East Rockaway, NY 11580  
Attn: James Daly

For Renewal Contact:  
Chris Hines  
Account Manager  
The LandTek Group, Inc.  
Office 631-691-2381 ext. 504  
Cell 631-774-5837  
[chines@landtekgroup.com](mailto:chines@landtekgroup.com)

For Scheduling Contact:  
Brian Walsh  
Synthetic Turf Maintenance Division  
The LandTek Group, Inc.  
Office 631-691-2381 ext. 211

[bwalsh@landtekgroup.com](mailto:bwalsh@landtekgroup.com)

# **The LandTek Group's Synthetic Turf Maintenance Program**

## **Overview**

As the North East's largest installer and maintainer of synthetic turf systems, The LandTek Group is proud to offer a complete line of professional services designed specifically for your field. While synthetic turf requires less maintenance than natural grass playing surfaces, there are specific maintenance procedures that when performed regularly will keep your field in peak operating condition. In addition to protecting your warranty, a proper maintenance program can extend your field's life expectancy as well as ensuring a substantial return on your investment.

## **Features - Deep Grooming Session**

We utilize only state of the art engineered maintenance equipment including the Redexim Verti-Top, the SMG Sportchamp and the Aera-Vator UA60. When used by our trained certified maintenance technicians, your field will receive the highest quality maintenance service in the industry. At each visit, our crew will:

- Perform an overall inspection of the field
- De-compact upper layer of infill material
- Rotary brush the turf fibers to deposit any contaminated infill and foreign debris onto a vibrating sieve, separating debris from infill
- Remove fine dust and dirt from field utilizing a vacuum with a HEPA filter
- Redistribute the clean infill back onto the field
- Sweep and level the infill consistently across the entire field
- Sweep the field with drag magnet to collect any ferrous material
- Repair any minor warranty seam or inlay issues
- Add additional infill materials to all high traffic areas
- Power clean the field perimeter
- Take multiple infill measurements to verify surface planarity and infill depths
- Remove all collected debris and trash from work site
- Provide a written maintenance summary report

A deep grooming maintenance session for a typical size field inside a running track takes approximately three to four hours. We make every attempt to schedule your service so as not to interfere with afternoon practice sessions or games.

## **G-Max Testing**

One of the most important questions in deciding to install a synthetic field is “is it safe?” The answer is yes. Synthetic fields that are properly maintained are safe. One of the ways to measure this is by having an annual G-Max test performed on your field. This test measures the impact attenuation, or “shock absorption” properties of your turf field. This test not only tells you how playable your field is, but can also warn you of unseen conditions that potentially can make your field harder than it was designed to be. As a field owner, being proactive by testing your field and maintaining it properly demonstrates a serious commitment to the health and safety of your athletes and community. Our G-Max testing is performed according to ASTM standards. You will receive a formal report detailing the overall field average, the location and drop results of ten sport specific test areas, as well as infill depths and field surface temperatures. Most insurance companies are now requiring synthetic turf fields to be tested annually.

## **Additional Services Offered**

In addition to synthetic turf maintenance contracts, The LandTek Group also offers the following services:

- Warranty and non-warranty synthetic turf repairs
- Emergency repairs
- Synthetic turf sports line painting
- Baseball conversions from clay to turf
- Synthetic turf snow removal
- Maintenance staff training
- Field disinfecting

## **The LandTek Group Advantage**

- The Northeast Areas Recognized Leader in Athletic Field Construction
- The Largest Installer and Maintainer of Synthetic Turf Fields in the USA
- Over 35 Years of Experience in the Turf and Sports Field Industry
- FieldTurf Certified Maintenance Provider
- Unmatched Financial Stability
- Fully Licensed and Insured
- Two Certified Sports Field Managers on Staff

Date: August 12, 2022

Proposal #22-1102

Field One: East Rockaway HS

**Proposal for year 2022-2023**

**Field One Option**

**Program III** ..... **\$11,300.00**  
Includes three (3) deep grooming sessions with one (1) G-Max test

**Field One Option**

**Program IV**..... **\$15,000.00**  
Includes four (4) deep grooming sessions with one (1) G-Max test

**READ, AGREED, AND ACCEPTED BY:**

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

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

PO #: \_\_\_\_\_

Program Selected: \_\_\_\_\_

If accepted, please sign, and return either via mail, e-mail or fax to:

The LandTek Group  
235 County Line Road, Amityville, NY 11701  
TEL (631) 691-2381 [WWW.LANDTEKGROUP.COM](http://WWW.LANDTEKGROUP.COM) FAX (631) 598-8280

**OPT-IN AGREEMENT  
TO PARTICIPATE IN THE TOWN OF HEMPSTEAD, NEW YORK/BUSPATROL  
SCHOOL BUS STOP ARM ENFORCEMENT PROGRAM**

**Participating School District Name: East Rockaway Union Free School District**

**Total No. of School Buses: 5**

**Agreed-Upon Installation Start Date: August , 2022**

**Participating School District Point of Contact: James Daly**

It is mutually agreed by and between the parties hereto as follows:

1. **Purpose.** This “Opt-In Agreement” constitutes a formal, binding agreement between the East Rockaway School District , the Town of Hempstead (“TOH”) and BusPatrol America LLC (“BusPatrol”) (collectively the “Parties”), for the installation, operation and maintenance of school bus photo violation monitoring systems on school buses owned or operated by the District in accordance with the Hempstead Town Code Chapter 186 (the “Local Law”) and Section 1174-a of the New York State Vehicle and Traffic Law (the “Stop Arm Laws”), as well as the installation and operation of other optional internal student safety cameras if selected by the Participating School District (the “BusPatrol System”).
2. **Authorization.** The Parties’ execution of this Opt-In Agreement will serve as authorization for the TOH and its contractor, BusPatrol, to install and operate the particular BusPatrol System identified above on buses owned and operated by the District or privately owned and operated by Participating School District’s transportation services vendor (“Bus Company”) for compensation under contract with such District.
3. **Payment.** In accordance with the Stop Arm Laws and the Master Agreement between TOH and BusPatrol for the “SCHOOL BUS STOP ARM ENFORCEMENT PROGRAM” (the “Master Agreement”), the TOH will be solely responsible for paying BusPatrol for the installation, maintenance and use of the BusPatrol System on buses owned and operated by the Participating District or privately owned and operated by Bus Company for compensation under contract with such district, to be paid solely from the revenues from any fines generated by said school bus photo violation monitoring systems operated within the Participating School District. Participating School District will have no responsibility for payment of any amounts due to BusPatrol for the installation, operation or maintenance of the BusPatrol System, and the Participating School District shall have no right or entitlement to any portion of collected monies from the enforcement of the Stop Arm Laws under this agreement or the Master Agreement.
4. **Responsibilities of the Parties:**
  - a. **BusPatrol.** BusPatrol is responsible for providing all equipment and services necessary to install, operate and maintain the BusPatrol System as described in Exhibit A of the Master Agreement, a copy of which is attached as Attachment 1.
  - b. **TOH.** TOH is responsible for administering and overseeing BusPatrol’s performance of the Stop Arm Enforcement Program as set forth in the Master Agreement, including but not limited to:

- i. Arranging for TOH Enforcement Technician to review evidence packages and approve or disapprove potential notices of violation of the Stop Arm Laws;
  - ii. Installing signage provided by BusPatrol in conformance with standards established in the Manual of Uniform Traffic Control Devices; and
  - iii. Reviewing and approving BusPatrol invoices for payment, in accordance with the Master Agreement.
- c. Participating School District. Participating School District is responsible for:
- i. Providing BusPatrol or its agents with access to buses owned or operated by the District, beginning on the Installation Start Date specified above (to be mutually agreed upon by the District, the TOH and BusPatrol);
  - ii. Providing BusPatrol with ongoing access to any and all BusPatrol equipment installed on buses owned or operated by the District, as reasonably necessary for BusPatrol to operate and maintain the school bus violation monitoring system;
  - iii. Providing BusPatrol with electronic copies of school bus routing information, in Excel or CSV format if possible, for the purpose of identifying high risk routes and prioritizing an installation schedule;
  - iv. Using best efforts to maintain the routes identified in Subsection 4(c);
  - v. If the Participating School District does not own and operate the buses customarily used on the routes in its district, then the Participating School District shall enter into an agreement with the Bus Company, and said agreement shall require compliance with the applicable terms of this Opt-In Agreement. If the Participating School District does not enter into such agreement with the Bus Company, or if the Bus Company fails to comply with the applicable terms of the Master Agreement or this Opt-In Agreement, the TOH or BusPatrol, at its option, may terminate the Opt-In Agreement with the Participating School District;
  - vi. Advising the Bus Company, if any, of its contractual and statutory obligations to provide Contractor with access to the District Buses owned/and or operated by the Bus Company, beginning on the Installation Start Date specified above, and facilitate the Contractor's efforts to access same;
  - vii. Using best efforts to properly store, secure, maintain, and repair the school buses when not in use to reasonably safeguard the BusPatrol System;
  - viii. Appointing a designated point of contact, identified above, who shall be authorized to act on behalf of the Participating School District on all matters relating to this Opt-In Agreement and District's use of and participation in the school bus school bus photo violation monitoring systems; and
  - ix. Implementing security measures to ensure that any photographs, microphotographs, videotapes, other recorded images and data from any non-enforcement cameras installed under this Agreement are only accessed by authorized personnel from the Participating School District.

5. License, Restricted Use. BusPatrol grants to the Participating School District a limited, non-exclusive license to use the BusPatrol System, including BusPatrol Equipment and BusPatrol Software and other BusPatrol Intellectual Property (collectively “BusPatrol Intellectual Property”), solely for purposes of carrying out this Opt-In Agreement. This license shall continue for so long as this Opt-In Agreement remains in effect, and shall expire immediately upon termination or expiration of this Agreement. Participating District shall immediately cease any and all use of the BusPatrol Intellectual Property upon termination or expiration of this Opt-In Agreement, unless specifically authorized by BusPatrol in a separate written license agreement.

The Participating District agrees that it will not use the BusPatrol Intellectual Property for any purpose other than BusPatrol’s operation of the BusPatrol System during the term of this Agreement. Participating District will not disclose the BusPatrol Intellectual Property to any third parties without the prior express written permission of BusPatrol; will not make any modifications to the BusPatrol System; and will not attempt to disassemble, de-compile or otherwise perform any type of reverse engineering to the BusPatrol System, or cause any other person to do any of the foregoing.

6. Reporting. In accordance with the Local Law, the Participating School District, acting by and through the Superintendent of Schools of such District, or his or her designee shall provide any report required of the District, pursuant to Section 1174-a of the Vehicle Traffic law, to the State, TOH, any incorporated village that is within the Participating School District and enters into a participation agreement with TOH and BusPatrol, the Nassau County Traffic & Parking Violations Agency, or any official(s) thereof. BusPatrol and TOH agree to work with the Participating School District to provide any information or other reasonable assistance necessary for District to prepare and submit any required reports.
7. Restrictions on Access to Enforcement Data. In accordance with the N.Y. Vehicle & Traffic Law, the Local Law, and the Master Agreement, the parties agree that BusPatrol will implement controls and configure the BusPatrol system to safeguard enforcement data generated by the external cameras and other components of the BusPatrol Stop Arm Enforcement Solution as follows:
  - a. Pursuant to the Local Law and Section 1174-a (a)(3)(i) of the Vehicle and Traffic Law, BusPatrol will implement controls and configure the BusPatrol system to prevent Participating School District from accessing any photographs, microphotographs, videotapes, other recorded images and data from school bus photo violation monitoring systems but shall provide, pursuant to this agreement and as provided in the Local Law, for the proper handling and custody of such photographs, microphotographs, videotapes, other recorded images and data produced by such systems, and for the forwarding of such photographs, microphotographs, videotapes, other recorded images and data to the TOH for the purpose of determining whether a motor vehicle was operated in violation of subdivision (a) of Section 1174 of the New York Vehicle and Traffic Law and imposing monetary liability on the owner of such motor vehicle therefor.
  - b. In accordance with the Local Law, BusPatrol will implement controls and configure the BusPatrol system to ensure that all photographs, microphotographs, videotapes, other recorded images and data produced by school bus photo violation monitoring systems shall be destroyed (i) ninety days after the date of the alleged imposition of liability if a notice of liability is not issued for such alleged imposition of liability pursuant to the Local Law or (ii) upon final disposition of a notice of liability issued pursuant to this Local Law.

8. Restrictions on Access to Non-Enforcement Camera Data. The parties agree that BusPatrol will implement controls and configure the BusPatrol system to ensure that any photographs, microphotographs, videotapes, other recorded images and data from the internal cameras (if any) installed pursuant under this Agreement shall be made available only to the Participating School District, and shall not be made available to the TOH or any third party except as explicitly authorized by the Participating School District. In accordance with the Master Agreement, BusPatrol will implement controls and configure the BusPatrol system to ensure that all video footage, recorded images and other information generated through such non-enforcement cameras shall be destroyed within 90 days unless a longer period is authorized by Participating School District or required by law.
9. Changes. Changes to this Opt-In Agreement may be made only by mutual written agreement of the parties.
10. Term, Termination.
  - a. This Agreement shall commence on the Agreed Upon Installation Start Date above and shall terminate on December 1, 2024, unless otherwise terminated as set forth herein (the "Initial Term"). Upon expiration of the Initial Term, this Agreement may be extended for additional periods of one year each, not exceeding in total five (5) years, upon such terms and conditions as may be agreed between the parties as long as New York State has extended or eliminated the provisions of the enabling legislation as contained in Section 1174-a of the Vehicle and Traffic Law.
  - b. This Opt-In Agreement will automatically terminate in the event the Master Agreement between BusPatrol and TOH is terminated in accordance with the terms of said Master Agreement.
  - c. This Opt-In Agreement may also be terminated by the Participating School District, the TOH or BusPatrol by providing 30 days prior written notice to the other parties.
  - d. In the event of a termination, Participating School District shall immediately cease use of the BusPatrol System, including any and all BusPatrol Equipment, BusPatrol Software or Intellectual Property, and allow BusPatrol reasonable access to buses owned and operated by the Participating School District or privately owned and operated for compensation under contract with such district to remove the BusPatrol Equipment in accordance with the wind down provisions of the Master Agreement.
  - e. Termination of this Opt-In Agreement will have no effect on the Master Contract, or on any Opt-In Agreement with any other Participating School District.

11. Defense and Indemnification.

PROFESSIONAL SERVICES: For all matters arising out of BusPatrol's professional services, BusPatrol agrees, to the fullest extent permitted by law, to defend, indemnify and hold harmless the TOH, the Participating School District and its Board of Education, their officers, and employees against damages, liabilities and costs, including reasonable attorney's fees, to the extent caused by the negligent performance of BusPatrol, or third parties under the direction or control of BusPatrol in the performance of professional services under this Agreement.

GENERAL LIABILITY: For all matters other than those arising out of BusPatrol's professional services (such other matters commonly referred to as "General Liability Claims"), BusPatrol agrees to the fullest extent permitted by law to defend, indemnify and hold the TOH, the Participating School District and its Board of Education, and their officers and employees

harmless from any and all such losses, claims, liens, demands and causes for action, including but not limited to, judgments, penalties, interest, court costs, and legal fees incurred by the TOH or the Participating School District on behalf of any party, in connection with or arising directly or indirectly from this Agreement. BusPatrol shall investigate, handle, respond to and defend any such claims, demands or suits at their sole expense, and shall bear all other related costs and expenses even if such claims, demands or suits are groundless, false or fraudulent. This indemnification section shall survive the expiration or termination of this Agreement.

In any matter in which indemnification hereunder for either professional or non-professional services would violate Section 5-322.1 of the New York General Obligations Law or any other applicable legal prohibition, the foregoing provisions shall not be construed to indemnify the TOH for damage arising out of bodily injury to persons or to property caused by or resulting from the sole negligence of TOH employees. The term "employee" shall include all officers, advisory board members and/or volunteers serving the TOH.

**Insurance Requirements.** At all times during the term of this Agreement, BusPatrol and its sub-contractors, if any, shall maintain at their own cost the following insurance and shall provide proof thereof to the TOH and the Participating School District, in the form of a Certificate of Insurance, prior to commencing work under this Agreement:

**Worker's Compensation** Employer's Liability (statutory limits). In compliance with the Workers' Compensation Law of the State of New York:

- a. certificate of insurance on an Acord form indicating proof of coverage for Worker's Compensation, Employer's Liability, **OR**
- b. New York State Workers Compensation Notice of Compliance (Form C-105, Form U-26.3, Form SI-12 or Form SI-105.2P).
- c. In the event that BusPatrol or the Participating School District is exempt from providing coverage, it must provide a properly executed copy of the Certificate of Attestation of Exemption from NYS Workers' Compensation Board, Form CE-200.

**Commercial General Liability** Insurance coverage including blanket contractual coverage for the operation of the program under this Agreement with limits not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate. This insurance shall be written on an occurrence coverage form and include bodily injury and property damage liability. The TOH and Participating School District must be listed as additional insureds. The additional insured endorsement for the Commercial General Liability insurance required above shall not contain any exclusion for bodily injury or property damage arising from completed operations.

**Automobile Liability** Insurance coverage for all owned, scheduled, hired, and non-owned vehicles with a combined single limit of liability of not less than \$1,000,000. This insurance shall include coverage for bodily injury and property damage. The TOH and Participating School District must be listed as additional insureds.

**Cyber/Network Security and Data Privacy Liability Insurance ("Cyber Policy")** of \$2,000,000 per claim and annual aggregate with a Retroactive Date as defined above that

covers losses arising from actual or alleged acts, errors or omissions and intentional, fraudulent or criminal acts. Further, the policy will expressly provide, but not be limited to, coverage for losses arising from the following: (a) unauthorized use/access of computer systems (including mobile devices), servers, client's data or software; (b) defense of any regulatory action involving a breach of privacy; (c) failure to protect the confidential or proprietary information (personal and commercial information) and intellectual property from unauthorized disclosure or unauthorized access; (d) failure to adequately protect physical security of servers and systems including from cyber terrorism; (e) the costs for: notification, whether or not required by statute, credit file or identity monitoring, identity restoration, public relations or legal experts; (f) third party liability; (g) cyber extortion and cyber terrorism; and (h) no exclusion for actual or alleged breaches of professional services agreements associated with the above.

**Excess/Umbrella Liability**, if required, with limits not less than \$5,000,000 per occurrence with a \$5,000,000 aggregate. The TOH and Participating School District must be included as additional insureds.

All Acord form certificates of insurance must contain the following provisions:

- (A) The commercial general liability policy must include the additional insured endorsement forms cg 2037 July 2004 edition and the cg 2010 April 2013 edition or their equivalent.
- (B) All policies of insurance procured by BusPatrol as required under this Agreement shall list the TOH and Participating School District as certificate holders and name the TOH and Participating School District as an additional insureds on a primary and noncontributory basis. The commercial general and automobile policies are primary and noncontributory.
- (C) The commercial general liability, auto liability and workers compensation policies must contain a waiver of subrogation in favor of the TOH.
- (D) The umbrella/excess policy shall include follow form language over the underlying policies of insurance and must contain a waiver of subrogation in favor of the TOH. The umbrella/excess policy shall name TOH on a primary and noncontributory basis.
- (E) If the workers compensation Notice of Compliance is used instead of the Acord certificate of insurance, the Notice of Compliance must indicate that a waiver of subrogation in favor of the TOH is provided.

All policies of insurance referred to above shall be underwritten by companies authorized to do business in the State of New York with an A.M. Best financial strength rating of A- or better. In the alternative, the policies of insurance referred to above may be underwritten by Non-Admitted companies with an A.M. Best financial strength rating of A+ or higher. In addition, every policy required above shall be primary and noncontributory. Any insurance carried by the TOH, its officers, or its employees shall be excess and noncontributory insurance to that provided by BusPatrol. BusPatrol and its sub-contractor(s), if any, shall be solely responsible for any deductible losses under each of the policies required above.

Payment(s) to BusPatrol may be suspended in the event BusPatrol and its sub-contractor(s), if any, fail to provide the required insurance documentation in a timely manner.

Prior to cancellation or material change in any policy, a thirty (30) day notice shall be given to the TOH Public Safety Commissioner at the address listed below:

Town of Hempstead  
Public Safety Department  
Attention: Commissioner  
200 N. Franklin Street  
Hempstead, NY 11550

On receipt of such notice, the TOH shall have the option to cancel this Agreement without further expense or liability to the TOH, or to require BusPatrol to replace the cancelled insurance policy, or rectify any material change in the policy, so that the insurance coverage required by this paragraph is maintained continuously throughout the term of this Agreement in form and substance acceptable to the TOH. Failure of BusPatrol to take out or to maintain, or the taking out or the maintenance of any required insurance, shall not relieve BusPatrol from any liability under this Agreement nor shall the insurance requirements be construed to conflict with or to limit the obligations of BusPatrol concerning indemnification.

All losses of TOH property shall be adjusted with and made payable directly to the TOH.

All Certificates of Insurance shall be approved by the TOH or designee prior to commencement of any work under this Agreement.

In the event that claims in excess of these amounts are filed in connection with this Agreement, the excess amount or any portion thereof may be withheld from payment due or to become due BusPatrol until BusPatrol furnishes such additional security as is determined necessary by the TOH.

14. Non-Assignment. This Agreement may not be assigned by the Participating School District without prior written consent of the TOH, and the TOH shall be relieved of all liability and obligations consistent with the New York State General Municipal Law Section 109 in the event of such unauthorized assignment.
15. Executory. All amounts to be paid to BusPatrol for the performance of the services called for in this Contract will be paid solely from the civil penalties collected from the operation of the BusPatrol System, as provided for by the Stop Arm Law. BusPatrol assumes the risk that program revenues will be sufficient to cover the Technology Fees, and therefore agrees that neither this Agreement nor any representation by any public employee or officer creates any legal or moral obligation to request, appropriate or make available moneys for the purpose of this Agreement in the event that gross revenues collected over the life of this Agreement (including any extensions thereof) are insufficient to cover any costs, expenses or fees associated with this Agreement owed to BusPatrol. BusPatrol will have no claim against the TOH or the Participating School District for the payment of any such unpaid costs, expenses or fees.
16. Notice. Except as otherwise provided in this Agreement, notice required to be given pursuant to this Agreement shall be made in writing and addressed to the following or such other person as the parties may designate:

Town of Hempstead  
Public Safety Department  
Attention: Commissioner  
200 N. Franklin Street  
Hempstead, NY 11550  
[JMartelli@tohmail.org](mailto:JMartelli@tohmail.org)

James DeTommaso, Superintendent  
East Rockaway UFSD  
443 Ocean Avenue  
East Rockaway, NY 11518  
[idetommaso@eastrockawayschools.org](mailto:idetommaso@eastrockawayschools.org)

BusPatrol America LLC  
Jean Souliere  
8540 Cinder Bed Road, Suite 400  
Lorton, Virginia 22079  
(703) 338-0208  
jean@buspatrol.com

17. Non-Waiver. Failure of either party to exercise any rights under this Agreement for a breach thereof shall not be deemed a waiver thereof or a waiver of any subsequent breach.
18. Severability. If any provision of this Agreement shall be held unenforceable, the rest of the Agreement shall nevertheless remain in full force and effect.
19. Choice of Law, Venue. Any dispute arising directly or indirectly out of this Agreement shall be determined pursuant to the laws of the State of New York. The Parties hereby choose the New York State Supreme Court, Nassau County as the forum for any such dispute.
20. No Arbitration. Disputes involving this contract, including the breach or alleged breach thereof, may not be submitted to binding arbitration but must instead be heard in accordance with the Paragraph above entitled "Choice of Law, Venue".
21. AUDIT. BusPatrol shall maintain an accounting system that enables the TOH to readily identify assets, liabilities, revenues, expenses and disposition of TOH funds directly related to the performance of this Contract. Records should include, but not be limited to, those kept by BusPatrol, its employees, agents, and assigns directly related to the performance of this Contract.

All vouchers or invoices presented for payment to be made hereunder, and the books, records and accounts upon which the vouchers or invoices are based are subject to review by the responsible department and audit by the TOH Comptroller. BusPatrol shall submit any and all documentation and justification in support of expenditures or fees under this Agreement as may be required by the TOH.

The audits may include examination and review of the source and application of all funds from the TOH, state, or federal governments. BusPatrol shall not be entitled to any interim or final payment under this Agreement, ***and any overpayment may be recouped***, if any audit

requirements and/or requests have not been satisfactorily met **or if any expenditures or fees by BusPatrol are determined to be irregular by the auditor.** This paragraph shall survive the termination of the Agreement.

The Parties expressly agree that any access to relevant records shall be provided at a mutually agreed upon time and location, and will not disrupt the operation of Contractor's business. Notwithstanding the previous sentence, if the TOH becomes subject to a State or local audit, records shall be produced by BusPatrol upon the TOH's demand. In no event shall Contractor be obligated to maintain or provide access to records relating to the cost to develop, install, operate or maintain the BusPatrol Systems.

22. SEVERANCE PAY. The TOH Shall Not Be Charged for Severance Pay Incentives. The TOH is aware that from time-to-time contract agencies engage in programs such as early retirement plans which reward employees with a severance payment as an incentive toward voluntary resignation. The TOH is prohibited by the New York State Constitution from making a gift of public funds and such severance pay incentives amount to such a gift. Therefore, notice is hereby given that TOH funds shall not be used for the purpose of a severance pay or any such incentive. If an audit of payments made under this contract reveals that such payments have been made, BusPatrol and/or the Participating School District shall immediately reimburse the TOH for the full amount with interest upon receipt of a written demand from the TOH. In addition, the TOH may declare this agreement null and void.
23. REQUIRED PROVISIONS OF LAW. If any provision required by law is not inserted in this Agreement, through mistake or otherwise, then upon the application of either party, the Parties agree to work in good faith to amend this Agreement to make such required insertion.
24. BINDING. This Agreement shall be valid and binding once it has been approved by the TOH, executed by the TOH Public Safety Commissioner, and delivered to BusPatrol and the Participating School District at the addresses indicated in the introductory paragraph of this Agreement.
25. RULES OF CONSTRUCTION. This contract shall be deemed to have been mutually prepared by the parties hereto and shall not be construed against any of them solely by reason of authorship.
26. COUNTERPARTS; SIGNATURES TRANSMITTED BY ELECTRONIC MEANS. This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one agreement, and any of the parties hereto may execute this Agreement by signing any such counterpart. A facsimile or signature transmitted by electronic means applied hereto or to any other document shall have the same force and effect as a manually signed original. This provision contemplates giving legal force and effect to copies of signatures. This provision does not contemplate the use of "electronic signatures" as regulated by New York State Technology Law Article 3, "Electronic Signatures and Records Act."
27. ENTIRE AGREEMENT. The terms of this Agreement, including its attachments and exhibits, represent the final intent of the Parties. Any modification, rescission or waiver of the terms of this Agreement must be in writing and executed and acknowledged by the Parties with the same formalities accorded this basic Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement made this \_\_\_\_ day of August 2022.

TOWN OF HEMPSTEAD

SCHOOL DISTRICT

\_\_\_\_\_  
BY: Joseph Martelli  
Commissioner, Public Safety Department

\_\_\_\_\_  
BY: Peter McNally  
Board of Education President

BUSPATROL AMERICA, LLC

  
\_\_\_\_\_  
BY: Jean Souliere  
Chief Executive Officer



COOPERATIVE TRANSPORTATION AGREEMENT

This Cooperative Transportation Agreement made and entered into and intended to be effective as of the 25th day of August 2022, by, between and among the Lynbrook Union Free School District ("LYNBROOK"), as the party of the first part, having its administrative offices located at 111 Atlantic Ave., Lynbrook, NY 11563, the East Rockaway Union Free School District, as the party of the second part, having its administrative offices located at 443 Ocean Ave., East Rockaway, NY 11518 ("EAST ROCKAWAY") and Independent Coach Corporation maintaining offices located at 11456 Railroad Avenue, Hewlett, NY 11557 ("CONTRACTOR"). (collectively the "Parties").

## WITNESSETH:

WHEREAS, LYNBROOK and EAST ROCKAWAY have previously determined to enter into a Cooperative Transportation Agreement ("CTA") pursuant to New York Education Law sections 1709, 1804, 3625, and General Municipal Law Section 119-o for the purpose of providing transportation for certain children who reside in one district by the contractor of the other for the 2020-2021 and 2021-2022 school years, and the Parties wish to enter into a similar CTA for the 2022-2023 school year; and

WHEREAS, subject to the terms and conditions as more fully set forth herein, LYNBROOK wishes transportation services to be provided by EAST ROCKAWAY's transportation CONTRACTOR to certain LYNBROOK residents listed in Schedule "A" (annexed hereto), subject to additions and deletions during the term hereof, from and to the established pick-up/drop-off points, to and from the non-public school(s) indicated on said schedule; and

WHEREAS, LYNBROOK and EAST ROCKAWAY have each determined that, subject to the terms and conditions of this agreement, it would be in their respective district's best interest for EAST ROCKAWAY's CONTRACTOR to provide

transportation to certain LYNBROOK residents as provided for herein to non-public schools to which the CONTRACTOR already transports EAST ROCKAWAY residents; and

WHEREAS, EAST ROCKAWAY's CONTRACTOR, subject to the terms and conditions of its home-to-school/school-to-home transportation contract with EAST ROCKAWAY and in consideration of the payments set forth herein, is willing to provide transportation services to the said LYNBROOK residents pursuant to the terms and conditions more fully set forth herein;

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

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

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

3. Term. The term of this CTA shall commence at the beginning of the 2022-2023 school year in accordance with EAST ROCKAWAY's school calendar, and that of the non-public school to which home-to-school transportation will be provided hereunder, subject to paragraph 4(C) herein, and terminate on June 30, 2023.

4. Scope of services to be provided by the CONTRACTOR. The CONTRACTOR agrees to provide the following transportation services to the LYNBROOK residents listed in Schedule A, annexed hereto:

A. After considering and balancing the issues of student safety, convenience, routing efficiency and cost as required by the Commissioner of Education, the

CONTRACTOR agrees to transport LYNBROOK students to and from the established pick-up/drop-off points agreed upon between both parties, to the non-public school(s) indicated in Schedule A.

B. EAST ROCKAWAY shall be responsible for establishing (with such input from LYNBROOK as EAST ROCKAWAY shall request) the bus routes for the transportation services described herein.

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

D. The CONTRACTOR will utilize its owned/leased school buses operated by CONTRACTOR. CONTRACTOR represents that it currently provides transportation services to residents of EAST ROCKAWAY that attend the schools to which it shall transport LYNBROOK residents.

E. EAST ROCKAWAY shall provide LYNBROOK with:

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

5. Payment(s) under this CTA for any period during which schools are closed - either because schools are closed by direction of the State of New York, or the State of New York's or the local Department of Health, due to a Covid-19 pandemic or similar event, for any period in excess of ten (10) consecutive school days ("EXTENDED CLOSURE") - shall be reduced to fifty per cent (50%) of those otherwise due for home-to-school/school-to-home school transportation pursuant to the CONTRACTOR's transportation agreement with EAST ROCKAWAY. The CONTRACTOR expressly waives any and all charges during any EXTENDED CLOSURE for fuel.

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

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

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

9. Consideration. In full consideration for the services to be rendered by EAST ROCKAWAY's CONTRACTOR for the term of this CTA, LYNBROOK agrees to pay CONTRACTOR at the rates listed on Exhibit "A" (which represent one-half of the monthly rate for the particular bus)per month.

10. The CONTRACTOR shall invoice LYNBROOK in the same manner as it invoices EAST ROCKAWAY for services provided to EAST ROCKAWAY on a monthly basis for all transportation services provided hereunder. Invoices shall be due and payable within forty-five (45) days of receipt of the invoice.

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

12. EAST ROCKAWAY and LYNBROOK shall file the fully executed CTA with the Department of Education as may be required.

13. Insurance.

A. The CONTRACTOR shall cause LYNBROOK to be named as an additional insured on its comprehensive general liability and Automobile Liability policies and will provide appropriate endorsements memorializing this fact. The CONTRACTOR also agrees to maintain during the term of this CTA Workers' Compensation Insurance Employers Liability & NYS Disability Benefits Insurance for the statutory limits as prescribed by the laws of the State of New York.

B. LYNBROOK and EAST ROCKAWAY shall maintain in full force and effect during the Term of this Agreement comprehensive general liability insurance with limits of liability of \$1 million for each occurrence, \$2 million in the general aggregate and \$2 million for products/ completed operations. They shall each provide a copy of the insurance certificates to the other at least ten (10) days prior to the commencement of the Term of this CTA and shall further provide prior written notice of the cancellation, termination or modification of said policies. LYNBROOK and EAST ROCKAWAY each agrees to name the other as an additional insured under its general liability and automobile liability policies.

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

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

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

Notice shall be delivered or mailed to:

Lynbrook Union Free School District  
Attn: Dr. Maureen Berman, Assistant Superintendent for Personnel, Transportation and Student Support Services  
111 Atlantic Ave.  
Lynbrook, NY 11563

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

15. Termination. This CTA may be terminated by either party upon thirty (30) days written notice to the non-terminating party. In the event that EAST ROCKAWAY students no longer attend school the non-public schools indicated on Schedule A during the term of this CTA, EAST ROCKAWAY shall no longer be obligated to provide

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

16. Indemnification and Hold Harmless Provision: LYNBROOK and EAST ROCKAWAY each further agree that it will defend, indemnify and hold harmless the other, its officers, directors, agents and employees for all loss, costs, damages and expenses, including attorneys' fees, judgments, fines and amounts paid in settlement in connection with a terminated, pending or completed action, suit or proceeding arising from any act, error or omission, neglect or breach of duties by either LYNBROOK or EAST ROCKAWAY or any of its officers, directors, agents or employees taken or made with respect to this CTA.

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

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

21. Severability: If any term, provision, covenant or condition of this CTA, or the application thereof, to any person, place or circumstance shall be held by a court of competent jurisdiction to be invalid, unenforceable or void, the remainder of this CTA and

such term, provision, covenant or condition as applied to other persons, places and circumstances shall remain in full force and effect.

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

23. As regards EAST ROCKAWAY and LYNBROOK This CTA has been mutually arrived at and shall not be construed against either party as being the drafter or causing this CTA to be drafted.

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

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

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

27. The undersigned representatives of LYNBROOK and EAST ROCKAWAY hereby represent and warrant that they have the full legal rights, power and authority to enter into this CTA on behalf of the respective school districts and bind the same with respect to the obligations and terms contained herein. This CTA shall not become binding

until approved by LYNBROOK and EAST ROCKAWAY by resolution at a duly convened public meeting.

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

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

LYNBROOK UNION FREE SCHOOL DISTRICT

By \_\_\_\_\_ Date: \_\_\_\_\_  
William Belmont, President, BOE

EAST ROCKAWAY UNION FREE SCHOOL DISTRICT

By \_\_\_\_\_ Date: \_\_\_\_\_  
Peter McNally, President, BOE

INDEPENDENT COACH CORPORATION

By \_\_\_\_\_ Date: \_\_\_\_\_  
Nanci Quaas, Secretary/Treasurer