

AGENDA

BOARD OF EDUCATION • LEVITTOWN, NEW YORK

LEVITTOWN UNION FREE SCHOOL DISTRICT • TOWN OF HEMPSTEAD • LEVITTOWN, NEW YORK
www.levittownschoools.com

REGULAR MEETING

LEVITTOWN MEMORIAL EDUCATION CENTER

Wednesday, November 2, 2016

Immediately following the Audit Committee Meeting

Success for Every Student

OPPORTUNITY FOR PUBLIC TO BE HEARD

This meeting will be devoted to reports from the Superintendent of Schools and Board Members, regular agenda items of old and new business and schedules.

Immediately following Board Members reports, a period not to exceed two hours shall be set aside to afford residents of the community and/or school district employees an opportunity to make comments or to raise questions related to school affairs.

NOTICE

Copies of the agenda are available to the residents of the district at the office of the Board of Education, Levittown Memorial Education Center, 150 Abbey Lane, Levittown, three days prior to the meeting date. Copies of agendas are also available on the district website and at the Levittown Public Library. Tapes of meetings are available at the Levittown Public Library. The official record of meetings is reflected in the Official Minutes.

Anyone requiring a sign language interpreter for this meeting should notify the District Clerk at 434-7002, at least five (5) days before the meeting.

The Levittown Public School District is committed to providing both equal educational opportunity for all students, and equal employment opportunity for all persons consistent with law.

I. CALL TO ORDER

CALL TO ORDER

- A. 6:30 P.M. - Anticipated Motion to move to Executive Session.

Recommended Motion: "BE IT RESOLVED, that the Levittown Board of Education does, hereby, move to Executive Session seeking legal advice from Board's Attorney."

- B. 7:30 P.M. Reconvene Public Session

1. Pledge of Allegiance
2. Moment of Silence

II. ANNOUNCEMENTS

III. REPORTS

- A. Student Presentations

- i. Student Academic Presentation - Lee Road School
- ii. Musical Presentation - MacArthur HS - The Addams Family - In Auditorium

- B. Recognition

- i. Student Art Presentation - Lee Road School
- ii. Eagle Scout Recognitions

- C. Superintendent

1. Comments and Reports
 - A. Parent University
2. Follow-up to Prior Public Be Heard Questions
3. Follow-up to Board Questions

- D. Board of Education

1. Comments and Reports
2. Correspondence
3. Student Liaisons

IV. PUBLIC BE HEARD

V. CONSENT AGENDA

1. Minutes - Approval of Minutes

Enclosure

Recommended Motion: "Make the necessary corrections and move the approval of the minutes of the October 19, 2016 Regular Board Meeting."

2. Board Goals

Enclosure

Recommended Motion: "WHEREAS, the Board of Education is desirous of setting long term and short term goals for the District.

IT IS THEREFORE RESOLVED, that the attached goals are adopted."

3. Stipulation of Agreement - LUT

Enclosure

Recommended Motion: "RESOLVED, that the Levittown Board of Education does, hereby, approve the October 18, 2016 Stipulation of Agreement with LUT - Legal Services Plan."

4. Contract with Heartland Payment Systems

Enclosure

Recommended Motion: " RESOLVED that the Levittown Board of Education approve the K-12 merchant processing agreement Heartland Payment Systems (formally Nutrikids) to provide credit card, debit card and ACH processing services for the school lunch program;

BE IT FURTHER RESOLVED, that the President of the Board of Education is, hereby, authorized to execute the contract."

5. Authorization for Out of State Field Trip

Enclosure

Recommended Motion: "RESOLVED, that the Levittown Board of Education does, hereby, authorize students from Wisdom Lane Middle School to participate in out-of-state field trips to Philadelphia (6th Grade) from May 18 - 19, 2017; Boston (7th Grade) from May 11 - 12, 2017; and Washington, D.C. (8th Grade) from June 1 - 2, 2017."

6. Destruction of Surplus Election Ballots

Inclusive

Recommended Motion: "Upon recommendation of the Superintendent of Schools, it is hereby RESOLVED that the District Clerk is authorized to destroy and discard surplus ballots from the May 2016 annual election."

7. School Physician

Enclosure

Recommended Motion: "RESOLVED, that the Levittown Board of Education does, hereby, approve the attached contract with Dr. Suanne Kowal-Connelly to be appointed as medical inspector at a contractual rate of \$27,500. This contract supersedes all previous contracts."

8. Contract for Prom Venue

Enclosure

Recommended Motion: "RESOLVED, that the Board of Education does, hereby, approve the attached contract with Crest Hollow Country Club as the venue for the MacArthur High School Senior Prom.

BE IT FURTHER RESOLVED, that the President of the Board of Education is, hereby, authorized to execute the contracts."

9. Obsolete Equipment

Enclosure

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Recommended Motion: "RESOLVED, that the Levittown Board of Education does, hereby, declare the equipment on the attached list obsolete and that the item may be discarded and/or sold at the highest possible salvage value."

10. Obsolete Library Books

Enclosure

Recommended Motion: "RESOLVED, that the Levittown Board of Education does, hereby, declare the books on the attached lists obsolete and that the items may be discarded and/or donated as possible or sold at the highest salvage value."

11. Special Education Contracts

Enclosure

Recommended Motion: "RESOLVED, that the Levittown Board of Education does, hereby, approve the attached contracts between the Levittown Public Schools and the following vendors to provide special education services for the 2016-17 school year."

- Bellmore UFSD
- Oyster Bay - East Norwich CSD
- Syosset Central School District

BE IT FURTHER RESOLVED that the Board of Education President is, hereby, authorized to execute these contracts."

12. GC Tech Tuition Contract

Enclosure

Recommended Motion: "RESOLVED, that the Levittown Board of Education, does, hereby, approve the attached tuition contract between the Levittown Public Schools and the following school district for the purpose of Levittown providing specialized educational services at the GC Tech program to children residing in those districts:

- Seaford Union Free School District

BE IT FURTHER RESOLVED that the Board of Education President is, hereby, authorized to execute these contract(s)."

13. Waive Second Read of Policies

Inclusive

Recommended Motion: "RESOLVED, that in accordance with Board Policy #1410, the Board of Education hereby waives the second reading for proposed revision of Board Policy #3420 Non-Discrimination and Anti-Harassment in the School District, Policy #6130 Evaluation of Personnel, Policy #6160 Professional Growth/Staff Development, Policy #6215 Probation and Tenure and Policy #7270 Rights of Non-Custodial Parents."

14. Approval of Board of Education Policies

Enclosure

Recommended Motion: "RESOLVED, that the Levittown Board of Education does, hereby, approve the following revised policies:

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Policy #3420 Non-Discrimination and Anti-Harassment in the School District

Policy #6130 Evaluation of Personnel

Policy #6160 Professional Growth/Staff Development

Policy #6215 Probation and Tenure

Policy #7270 Rights of Non-Custodial Parents

15. Schedules

Enclosure

“That the Levittown Board of Education approve Resignations/Terminations, Instructional Personnel”

“That the Levittown Board of Education approve Resignations/Terminations, Non-Instructional Personnel”

“That the Levittown Board of Education approve Appointments, Certified Personnel”

“That the Levittown Board of Education approve Designation, Coaching”

“That the Levittown Board of Education approve Designation, Consultants”

“That the Levittown Board of Education approve Appointments, Non-Instructional Personnel”

“That the Levittown Board of Education approve Salary Change, Instructional”

“That the Levittown Board of Education approve Salary Change, Non-Instructional Personnel”

“That the Levittown Board of Education approve Leave of Absence, Instructional Personnel”

“That the Levittown Board of Education approve Leave of Absence, Non- Instructional Personnel”

“That the Levittown Board of Education approve Students with Disabilities”

VI. ACTION ITEMS: NEW BUSINESS

1. Cold War Veterans Exemption/10%

Inclusive

Recommended Motion: “WHEREAS, Real Property Tax Law (“RPTL”) Section 458-b authorizes a limited exemption from real property taxes for real property owned by veterans or certain members of their family who rendered military service to the United States during the Cold War (defined as September 2, 1945 to December 26, 1991) based on a percentage of the assessed value of the real property; and

WHEREAS, the exemption is limited to ten years in duration except in the case of the disabled veteran exemption;

WHEREAS, the District has the option of deciding whether to grant the Cold War veterans exemption for the qualified veterans’ primary residential property;

WHEREAS, a qualified residential parcel may receive an exemption equal to 10% of its assessed value and where a veteran has received a service-connected disability rating from the Veteran’s Administration of the Department of Defense, there is an additional exemption which is equal to

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one-half of the disability rating, multiplied by the assessed value of the property subject to the maximum exemptions established by the RPTL;

WHEREAS, it is the desire of the District to offer this partial and temporary exemption to those veterans who served in the military during the Cold War and are not currently receiving either the Veterans Exemption or Alternative Veterans' Exemption; and

NOW, THEREFORE, BE IT RESOLVED, that the District adopts the exemptions provided for in RPTL Section 458-b (2)(a)(i)."

2. Cold War Veterans Exemption/15%

Inclusive

Recommended Motion: "WHEREAS, Real Property Tax Law ("RPTL") Section 458-b authorizes a limited exemption from real property taxes for real property owned by veterans or certain members of their family who rendered military service to the United States during the Cold War (defined as September 2, 1945 to December 26, 1991) based on a percentage of the assessed value of the real property; and

WHEREAS, the exemption is limited to ten years in duration except in the case of the disabled veteran exemption;

WHEREAS, the District has the option of deciding whether to grant the Cold War veterans exemption for the qualified veterans' primary residential property;

WHEREAS, a qualified residential parcel may receive an exemption equal to 15% of its assessed value and where a veteran has received a service-connected disability rating from the Veteran's Administration of the Department of Defense, there is an additional exemption which is equal to one-half of the disability rating, multiplied by the assessed value of the property subject to the maximum exemptions established by the RPTL;

WHEREAS, it is the desire of the District to offer this partial and temporary exemption to those veterans who served in the military during the Cold War and are not currently receiving either the Veterans Exemption or Alternative Veterans' Exemption; and

NOW, THEREFORE, BE IT RESOLVED, that the District adopts the exemptions provided for in RPTL Section 458-b(a) and RPTL Section 458-b(2)(a)(ii)."

VII. AD HOC

1. First Read

Enclosure

Policy No. 5681 - School Safety Plans

Policy No. 5683 - Fire and Emergency Drills, Bomb Threats & Bus Emergency Drills

Policy No. 5720 - Transportation of Students

Policy No. 7222 - Diploma or Credential Options for Students with Disabilities

VIII. DATES

November 16, 2016 - Special Meeting

November 16, 2016 - Planning Session

IX. MOTION TO ADJOURN

BOARD OF EDUCATION
LEVITTOWN UNION FREE SCHOOL DISTRICT
LEVITTOWN, NY

MINUTES

THE REGULAR MEETING OF THE BOARD OF EDUCATION was duly called and held on Wednesday, October 19, 2016 in the Board Meeting Room of the Levittown Memorial Education Center.

CERTIFICATION:

The District Clerk certified that pursuant to Section 104, Open Meetings Law, notice of meeting was sent to the Public Library and posted on the district's website. Further, all members of the Board of Education had due notice of said meeting.

BOARD OF EDUCATION

Mr. James Moran, President
Ms. Peggy Marengi, Vice President
Ms. Marianne Adrian
Ms. Christina Lang – excused absence
Mr. Michael Pappas
Ms. Karen Quinones-Smith
Mr. Frank Ward (in memorium)

ADMINISTRATION

Dr. Tonie McDonald - Superintendent of Schools
Mr. William Pastore – Assistant Superintendent
Ms. Debbie Rifkin - Assistant Superintendent
Dr. Donald Sturz – Assistant Superintendent – excused absence
Mr. Todd Winch - Assistant Superintendent

OTHERS

Mr. Robert H. Cohen - School Attorney
Ms. Elizabeth Appelbaum - District Clerk
Ms. Arianna Wynn, Student Liaison for MacArthur High School
Mr. Steven Reilly, Student Liaison for Division Avenue High School

I. CALL TO ORDER

A. Mr. Moran, President, called the Regular Board Meeting to order at 6:30 PM. On a motion by Ms. Adrian, seconded by Ms. Marengi and approved (5-0) that the Board adjourn to Executive Session to seek legal advice from the Board's Attorney.

B. The Board reconvened to Public Session at 7:30 PM on a motion by Mr. Pappas second by Ms. Adrian and approved (5-0). Mr. Moran asked everyone to stand for the Pledge of Allegiance and a moment of silence for our servicemen and women serving overseas and at home protecting us.

MINUTES**PAGE - 2****OCTOBER 19, 2016
REGULAR MEETING****II. ANNOUNCEMENTS**

III. The Audit Committee Meeting was called to order at 7:35 PM by Mr. Moran.

Mr. Pastore introduced Mr. Hoffman and Mr. Coffey from Cullen and Danowski, our Internal Auditors, and gave a brief background on each gentleman. Mr. Hoffman discussed the draft of the Risk Assessment Report. He noted that this report is a follow up to all prior recommendations and interviews with new staff and confirmation with existing staff that the processes and procedures are still in place. Mr. Coffey commented that the District had some changes in key positions including Assistant Superintendent for Human Resources, Assistant Superintendent for Instruction, Treasurer and Junior Accounts. He noted that the District was active in addressing and closing out half the recommendations from prior reports. Mr. Coffey stated that there were four new items identified in this report such as year-end closing, adult education program, accounts receivable balances and scheduling transportation routes. Mr. Pappas had questions on items in the draft report relating to financial system user accounts and Policy # 3280.1 – Use of Facilities. There was a discussion on these questions which were responded to by the Auditors and the Superintendent.

Mr. Coffey noted that the next steps in the process is to prepare a Corrective Action Plan which needs to be approved by the Board and then sent up to State Education Department. The Auditors will put together an Engagement Letter for the work to be done over the winter in the recommended areas having to do with the Transportation Department Financial Operations, and the Revenue Management, Cash and Investment Management, and Bank Reconciliations

IV. At 7:50 PM the Audit Committee Meeting was adjourned. Mr. Moran call the Regular Meeting to order on a motion by Ms. Marengi and seconded by Ms. Adrian

V. REPORTS**A. Student Presentations****i. Student Academic Presentation – Abbey Lane School**

Mr. Mauer, Principal of Abbey Lane, remarked that he is very fortunate to work in a District where ideas are brought to fruition. He noted that tonight you will see the hard work and dedication of amazing teachers and students and the support we receive from the Tech Department, PTA, Central Administration and Board of Education to bring the vision of a morning news program to realization. Mr. Mauer turned the program over to the students (Crew) of the Abbey Action News Program. The Crew explained that this club is a weekly morning news program comprised of fifth grade students who write and produce a show to highlight all the happenings of the Abbey Lane community. A short video was presented to show segments that are featured regularly. The students talked about how much fun and enjoyment they had being a part of this program.

B. Recognition**i. Student Art Presentation – Abbey Lane School**

Dr. McDonald commented on the great job the students did on the art display. She stated they outdid themselves.

Attachment: 10 19 2016 reg mtg minutes (2440 : Minutes - Approval of Minutes)

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**OCTOBER 19, 2016
REGULAR MEETING**

ii. College Board Honorees

Mr. Winch was pleased to announce that tonight we would be honoring our National Merit Commended students. He noted that approximately 1.6 million students nationwide participate in the National Merit Program. He added that to be recognized as a Commended Student, they have to score within the top 5% of students nationwide. This year we have four students from Division and four students from MacArthur being recognized for their exceptional academic promise. This is a tremendous achievement by these students, and we are very proud of them. He asked that the Principals from Division and MacArthur High Schools, Mr. Coscia and Mr. Sheehan, introduce their students and speak a few words about their achievements.

iii. Board Recognition

Dr. McDonald reported that October is Board of Education Recognition Month, and each year we spend a few minutes to recognize our Board members for their incredible service to our community. She noted that in the time allowed we cannot possibly thank you for all that you do, but we hope that the presentations that are made here tonight will convey our thanks and our gratitude. Mr. Winch presented citations from local politicians for the Board. Members of the three Unions, ALSA, LUT and the CSEA were in attendance to honor the Board along with the PTA Council President. Representatives from each school came up to speak a few words about the dedication and commitment of the Board. The Board thanked everyone for their gifts. A reception followed sponsored by ALSA, LUT and the CSEA. Mr. Winch thanked the Unions and students of the GC Tech Culinary Program along with Chef Samboy and Lillian Creedon.

C. Superintendent

1. Comments and Reports

A. Cold War Veterans' Exemption

Dr. McDonald shared that Mr. Pastore had worked up a spreadsheet which indicates how much it will cost each of our taxpayers if the Board decides to approve this resolution. Mr. Pastore then explained the exemption. He noted that Governor Cuomo signed a bill that would allow school districts to partially exempt real property owned by Cold War Veterans who served in the military during the period September 2, 1945 to December 26, 1991. Mr. Pastore stated that this exemption is very similar to the Veterans Exemption that was introduced two years ago. He explained the qualifications necessary for eligibility. He commented that there are two options for school districts to choose from, 10% or 15% which amounts to a reduction of \$20 or \$30 off the assessed value. The cost of this exemption would be \$14.10 to the average taxpayer. This means that if every entitled veteran took this exemption, all other taxpayers in the community would have to pay that amount. Mr. Pastore remarked that in order for this exemption to be part of the October 2017 tax bills, the Board has to adopt this resolution prior to January 2, 2016. Mr. Cohen, Board attorney, noted that Veterans can only take one exemption on their taxes. The Board had questions on the previous exemption and life estates which were discussed. Mr. Pappas stated his opinion is that he is in favor of the exemption because we should take care of our Veterans but feels that this should be picked up by the State not our neighbors. Dr. McDonald commented that this resolution would be on the November Agenda for adoption.

Attachment: 10 19 2016 reg mtg minutes (2440 : Minutes - Approval of Minutes)

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OCTOBER 19, 2016
REGULAR MEETING

B. Board Goals

Dr. McDonald asked the Board if they had any questions on the Board Goals that were handed out. Since there were none; she advised that she would put them on the November Agenda for adoption.

C. Foreign Field Trip

Dr. McDonald advised the Board that she was recommending that the Foreign Field Trip scheduled for February, be rescinded due to the situation that exists of uncertainty in Europe. She asked the Board for a consensus. The Board agreed with Dr. McDonald. She advised that they will try to reschedule the trip for somewhere domestic.

2. Follow-up to Prior Public Be Heard Questions

Dr. McDonald read a letter sent to Laura Brown regarding LifeTouch Photography.

3. Follow-up to Board Questions
(none)

D. Board of Education

1. Comments and Reports

New York State School Boards Association (NYSSBA) Resolution

Mr. Moran reported that he is the voting delegate at the Annual NYSSBA Convention in October. He stated that if there were had no objections, he would advise that the Board vote as recommended by NYSSBA. The Board agreed.

2. Correspondence
(none)

3. Student Liaisons

Ms. Wynn, the student representative from MacArthur High School, reported that a lot of exciting things have happened recently such as: an extremely successful homecoming with a thrilling football victory; three College Mini Fairs; Annual Back to School Night; fundraising for Breast Cancer Awareness Month; administration of PSAT exams; Marching Band showcased at the Newsday Marching Band Festival; and our Annual LEADD Week with a Walk and Fair.

The Student Liaison for Division, Mr. Reilly, announced that: the football team is currently 3-3; the boys Soccer Team finished their season with 3 wins and 6 loses and 2 ties; the girls Volleyball Team is having their Dig Pink Game; the District Swim Team has become Conference Champs; the Marching Band will be competing at the State Competition at Syracuse; a student was awarded the Youth Recognition Award for Volunteerism; two sisters were selected as All-State violinists; and an English teacher was selected as a University of Chicago Outstanding Educator Award Winner;

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IV. PUBLIC BE HEARD

Comments appear at the end of the minutes.

V. CONSENT AGENDA

1. Minutes - Approval of Minutes

RESOLUTION # 16-17-145

MOTION: "Make the necessary corrections and move the approval of the minutes of the September 14, 2016 and September 21, 2016 Regular Meetings."

RESULT:	MOTION CARRIED [5-0-0]
MOVER:	Karen Quinones-Smith
SECONDER:	Marianne Adrian
AYES:	Pappas, Moran, Adrian, Marengi, Quinones-Smith
ABSENT:	Christina Lang

2. Warrants

RESOLUTION # 16-17-146

MOTION: "WHEREAS, all claims, warrants and charges against the School District have been reviewed by the Claims Auditor and have been certified by the Claims Auditor for payment,

NOW, THEREFORE, BE IT RESOLVED, that the SEPTEMBER 2016 report of the Claims Auditor be accepted."

RESULT:	MOTION CARRIED [5-0-0]
MOVER:	Karen Quinones-Smith
SECONDER:	Marianne Adrian
AYES:	Pappas, Moran, Adrian, Marengi, Quinones-Smith
ABSENT:	Christina Lang

3. Business Office Reports

RESOLUTION # 16-17-147

MOTION: "RESOLVED, that the Levittown Board of Education does, hereby, accept the following reports from the Business Office:

- Appropriation and Revenue reports for the month ending September 2016
- Claims Auditors Report prepared by Nawrocki Smith LLP for the month ending September 2016
- Treasurer's report for the month ending August 2016
- Credit card statement from Citibank for period ending 9/22/16"

RESULT:	MOTION CARRIED [5-0-0]
MOVER:	Karen Quinones-Smith
SECONDER:	Marianne Adrian
AYES:	Pappas, Moran, Adrian, Marengi, Quinones-Smith
ABSENT:	Christina Lang

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4. Budget Transfers

RESOLUTION # 16-17-148

MOTION: "WHEREAS, in compliance with New York State Government Accounting practices, the attached budget transfer has been prepared and recommended by the Assistant Superintendent for Business and Finance,

Code	Code Description	\$ From	\$ To	Reason
A16201660	O&M Custodial Overtime	300,000.00		To re-class budget and establish categories for overtime for Custodians, Grounds and Maintenance. These categories provide a clearer understanding of why the budget is created and how it is spent.
A16201661	O&M Custodial OT/Security Coverage		5,000.00	
A16201662	O&M Cust. OT/District Meetings		20,000.00	
A16201663	O&M Cust. OT /Outside Groups		50,000.00	
A16201664	O&M Cust. OT Athletics/Extra		50,000.00	
A16201666	O&M Cust. OT /Special Projects		60,000.00	
A16201667	O&M Cust. OT/ Coverage		20,000.00	
A16201816	O&M Groundskeeper OT /Snow Removal		95,000.00	
A16201810	O&M Groundskeeper/O/T	75,000.00		
A16201815	O&M Groundskeeper OT/Athl		15,000.00	
A16201817	O&M Grndskeeper/Special Projects		20,000.00	
A16201816	O&M Grndskeeper/snow Removal		40,000.00	
A16211660	Maintenance Overtime	70,000.00		
A16211661	Maintenance OT/Security		1,000.00	
A16211664	Maintenance OT/Athletic		500.00	
A16211666	Maintenance OT/Special Projects		49,000.00	
A16211668	Maintenance OT/ Emergency Repairs		15,000.00	
A16211665	Maintenance OT/Snow Removal		4,500.00	
	Total	445,000.00	445,000.00	

Code	Code Description	\$ From	\$ To	Reason
A2110.4900	BOCES	46,933.00		
A2110.4500	Materials & Supplies Instruction		46,933.00	Assessment Scoring

NOW, THEREFORE, BE IT RESOLVED, that the Levittown Board of Education does, hereby, approve the attached budget transfer.”

RESULT: MOTION CARRIED [5-0-0]
MOVER: Karen Quinones-Smith
SECONDER: Marianne Adrian
AYES: Pappas, Moran, Adrian, Marengi, Quinones-Smith
ABSENT: Christina Lang

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5. Corrective Action Plan in response to NYS Audit, July 2016

RESOLUTION # 16-17-149

MOTION: "RESOLVED, that the Levittown Board of Education does, hereby, accept the attached Corrective Action Plan in response to the recommendations contained in the Office of the New York State Comptrollers Audit 2016M-174 dated July 2016, and;

BE IT FURTHER RESOLVED, that the Assistant Superintendent for Business and Finance is authorized to submit the Corrective Action Plan to New York State."

RESULT:	MOTION CARRIED [5-0-0]
MOVER:	Karen Quinones-Smith
SECONDER:	Marianne Adrian
AYES:	Pappas, Moran, Adrian, Marengi, Quinones-Smith
ABSENT:	Christina Lang

6. Change Order

RESOLUTION # 16-17-150

MOTION: "RESOLVED, that the Levittown Board of Education does, hereby, approve the attached Change Order in the amount of \$34,135 dated 9/27/16 from Laser Industries which references RFP #LPS16-008 previously approved at the 7/6/16 Board of Education Meeting for the Division Avenue High School Bleachers.

BE IT FURTHER RESOLVED, that the President of the Levittown Board of Education is, hereby, authorized to sign the attached change order."

RESULT:	MOTION CARRIED [5-0-0]
MOVER:	Karen Quinones-Smith
SECONDER:	Marianne Adrian
AYES:	Pappas, Moran, Adrian, Marengi, Quinones-Smith
ABSENT:	Christina Lang

7. Food Service Committee 2016-17

RESOLUTION # 16-17-151

MOTION: "RESOLVED, that the Levittown Board of Education does, hereby, appoint the individuals on the attached list to the Levittown School District Food Service Committee for the 2016-2017 school year."

RESULT:	MOTION CARRIED [5-0-0]
MOVER:	Karen Quinones-Smith
SECONDER:	Marianne Adrian
AYES:	Pappas, Moran, Adrian, Marengi, Quinones-Smith
ABSENT:	Christina Lang

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8. Contract with MTI Production

RESOLUTION # 16-17-152

MOTION: "RESOLVED that the Levittown Board of Education approve a contract with MTI Production, with terms as outlined in the attached contract for a license for an amateur production of "Pippin" at Division Avenue High School (3 performances) for the 2016-17 school year; and that the President of the Board of Education is, hereby, authorized to execute same."

RESULT:	MOTION CARRIED [5-0-0]
MOVER:	Karen Quinones-Smith
SECONDER:	Marianne Adrian
AYES:	Pappas, Moran, Adrian, Marengi, Quinones-Smith
ABSENT:	Christina Lang

9. GC Tech Tuition Contracts

RESOLUTION # 16-17-153

MOTION: "RESOLVED, that the Levittown Board of Education, does, hereby, approve the attached tuition contracts between the Levittown Public Schools and the following school districts for the purpose of Levittown providing specialized educational services at the GC Tech program to children residing in those districts:

- Wantagh Union Free School District
- Plainedge Union Free School District
- East Meadow Union Free School District

BE IT FURTHER RESOLVED that the Board of Education President is, hereby, authorized to execute these contract(s)."

RESULT:	MOTION CARRIED [5-0-0]
MOVER:	Karen Quinones-Smith
SECONDER:	Marianne Adrian
AYES:	Pappas, Moran, Adrian, Marengi, Quinones-Smith
ABSENT:	Christina Lang

10. Special Education Contracts

RESOLUTION # 16-17-154

MOTION: "RESOLVED, that the Levittown Board of Education does, hereby, approve the attached contracts between the Levittown Public Schools and the following vendors to provide special education services for the 2016 - 17 school year.

- Plainedge UFSD
- Center for Developmental Disabilities
- Just Kids Early Learning Center
- Syosset Central School District
- Mid Island Therapy

BE IT FURTHER RESOLVED that the Board of Education President is, hereby, authorized to execute these contracts."

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RESULT: MOTION CARRIED [5-0-0]
MOVER: Karen Quinones-Smith
SECONDER: Marianne Adrian
AYES: Pappas, Moran, Adrian, Marengi, Quinones-Smith
ABSENT: Christina Lang

11. Obsolete Textbooks

RESOLUTION # 16-17-155

MOTION: “RESOLVED, that the Levittown Board of Education does, hereby, declare the books on the attached list obsolete and that the items may be discarded and/or sold at the highest possible salvage value.”

RESULT: MOTION CARRIED [5-0-0]
MOVER: Karen Quinones-Smith
SECONDER: Marianne Adrian
AYES: Pappas, Moran, Adrian, Marengi, Quinones-Smith
ABSENT: Christina Lang

12. Obsolete Equipment

RESOLUTION # 16-17-156

MOTION: “RESOLVED, that the Levittown Board of Education does, hereby, declare the equipment on the attached list obsolete and that the item may be discarded and/or sold at the highest possible salvage value.”

RESULT: MOTION CARRIED [5-0-0]
MOVER: Karen Quinones-Smith
SECONDER: Marianne Adrian
AYES: Pappas, Moran, Adrian, Marengi, Quinones-Smith
ABSENT: Christina Lang

13. Schedules

RESOLUTION # 16-17-157

MOTION: “That the Levittown Board of Education approve Schedules:

- 1001 Resignations/Terminations, Instructional Personnel
- 1001.1 Resignations/Terminations, Non-Instructional Personnel
- 1002 Appointments, Certified Personnel
- 1003 Designation, Coaching
- 1004 Designation, Consultants
- 1005 Appointments, Extra-Curricular
- 1006 Appointments, Non-Instructional Personnel
- 1007 Salary Change, Instructional
- 1008 Leave of Absence, Non-Instructional Personnel
- 1009 Students w/Disabilities

AMEND AS FOLLOWS: Pull schedule 1006, #6.

Attachment: 10 19 2016 reg mtg minutes (2440 : Minutes - Approval of Minutes)

MINUTES
PAGE - 10

OCTOBER 19, 2016
REGULAR MEETING

RESULT:	MOTION CARRIED [5-0-0]
MOVER:	Karen Quinones-Smith
SECONDER:	Marianne Adrian
AYES:	Pappas, Moran, Adrian, Marengi, Quinones-Smith
ABSENT:	Christina Lang

VI. ACTION ITEMS: NEW BUSINESS

1. Gifts to School

RESOLUTION # 16-17-158

MOTION: "RESOLVED, that the Levittown Board of Education does, hereby, accept with thanks the following gifts:

- A check in the amount of \$172.07 to be deposited in the Abbey Lane School Student Activity Fund from eScrip, 1810 Gateway Drive, Suite 380, San Mateo, CA 94404
- One Electric Baby Grand Piano to be donated to MacArthur High School for use in Room 100D for Grades 9 - 12 from Ms. Roberta Quinn, 341 Twin Lane South, Wantagh, NY 11793."

RESULT:	MOTION CARRIED [5-0-0]
MOVER:	Marianne Adrian
SECONDER:	Mike Pappas
AYES:	Pappas, Moran, Adrian, Marengi, Quinones-Smith
ABSENT:	Christina Lang

VII. AD HOC

1. Policies - First Read

Ms. Rifkin explained the changes made to the following policies:

Policy #7270 Rights of Non-Custodial Parents

This is a new policy for the District recommended by Erie I BOCES. It addressed what to do in situations where there is a custodial parent and what rights they have, what rights the non-custodial parent has and also if the court documentation is silent, that the custodial parent would be deemed the decision- maker for the child.

Policy #6160 Professional Growth/Staff Development

The only changes on this policy are based on new State regulations that going forward all teachers and teaching assistants need 100 hours of continuing education.

Attachment: 10 19 2016 reg mtg minutes (2440 : Minutes - Approval of Minutes)

MINUTES
PAGE - 11

OCTOBER 19, 2016
REGULAR MEETING

Policy #6215 Probation and Tenure

The changes are a result of State regulations amending tenure from three years to four years.

Policy #6130 Evaluation of Personnel

The policy has a number of changes based on the change from New York State 3012-c to 3012-d for APPR.

Policy #3420 Non-Discrimination and Anti-Harassment in the School District

Policies should never have a particular name referenced in it. It should have just a title. Therefore, the policy was changed to reflect that.

Dr. McDonald polled the Board to see if there were any objections to waving the second read on these policies and putting them up for adoption at the next Board Meeting since they were all very straight forward. The Board agreed.

VIII. DATES

November 2 - Audit Committee Meeting

November 2 - Regular Meeting

November 16 - Planning Session

IX. MOTION TO ADJOURN

RESULT:	MOTION CARRIED [5-0-0]
MOVER:	Marianne Adrian
SECONDER:	Mike Pappas
AYES:	Pappas, Moran, Adrian, Marengi, Quinones-Smith
ABSENT:	Christina Lang

The Board adjourned the public meeting at 9:40 PM.

Elizabeth Appelbaum

District Clerk

NOTE: Tapes of the meeting are available for review at the Levittown Library.

Attachment: 10 19 2016 reg mtg minutes (2440 : Minutes - Approval of Minutes)

2016-2017 Board of Education Goals

1. Vision and Mission

- During the 2016-2017 school year, the Levittown School District shall renew its commitment to the District's vision of "Success for Every Student" and fiscal stability. Particular emphasis shall be given to finalizing a revised frame of reference for academic standards for all students and developing a widespread and detailed understanding of the District's multi-year budget process and projections. Special attention will be given to the relationship between the District's long-term financial status and the quality of educational programs and services and the development of more efficient, written procedures, processes and regulations district-wide. The district shall foster greater collaboration between the principals and central office administrators in regard to district wide initiatives, particularly during the observation process.

2. Curriculum and Instruction

- Throughout the 2016-2017 school year, the Levittown School District shall re-evaluate its academic targets, using meaningful and accessible data and short and long term instructional plans to ensure that Levittown students succeed in their academic endeavors. Special emphasis shall be placed on raising achievement scores at all levels of instruction, particularly in the area of Mastery.
- Continued expansion of the STEAM initiative into the middle schools, including continued growth of the Outdoor Learning Center with a focus on making our students aware of the need to take care of our natural environment.

3. Budget Development

- During the 2016-2017 school year, the District will stay within the tax levy limit as determined by the appropriate calculation set by the NYS Comptroller's office and will make every effort to maintain all programs currently in existence.

4. Human Resources

- Throughout the year, the district will evaluate the Professional Development offerings available to teachers to ensure that high quality offerings are provided to staff, especially in the areas of: Inclusive classes, teaching with technology in a 1:1 class, mastery learning for students in Advanced Placement and College Credit Courses, and positive discipline techniques.

STIPULATION OF AGREEMENT made this ____ day of October 2016 between the Levittown United Teachers (“the Union”) and the Levittown Union Free School District.

WHEREAS, the parties entered into a collective bargaining agreement (“the CBA”) covering the period July 1, 2012 to June 30, 2019; and

WHEREAS, as a result of discussions between the Union and the District, the parties have agreed to reopen the CBA for the sole purpose of revising Article XXXIV (“Supplemental Benefits Fund”) as set forth below.

NOW THEREFORE, based upon the mutual promises and undertakings contained herein, the parties agree as follows:

1. Effective upon the complete ratification of this Agreement, Article XXXIV(B) (SUPPLEMENTAL BENEFITS FUND) will be revised to read as follows: “The Supplemental Benefits Fund may adopt a prepaid legal services plan of benefits, but the plan must exclude from benefit coverage for any controversy, dispute, claim or proceeding with or against the District or the Board of Education or their members, agents, officers or other employees.”
2. This Agreement sets forth all of the terms and conditions of the parties' agreement regarding the CBA’s amendment as it relates to the SBF. The Agreement, including this paragraph, may be changed or amended only through the mutual written consent of both parties.
3. This Agreement is an amendment to, and will be incorporated in, the CBA. All disputes arising pursuant to this Agreement will be subject to the CBA’s grievance and arbitration procedure.
4. This Agreement is subject to ratification by the Board of Education.

Dated: October __, 2016

LEVITTOWN UNION FREE
SCHOOL DISTRICT

LEVITTOWN UNITED
TEACHERS

By: _____
Dr. Tonie McDonald
Superintendent of Schools

By: _____
John Caulfield
President

Levittown Public Schools

CONTRACT REQUEST FORM

Only the Board of Education is authorized to enter into contracts for the District. Please use this form when you need to get a vendor approved to perform services for the District. Please leave enough lead time in the process. The contract must go to the Board of Education prior to the services being performed. Additionally, a Purchase Order must be completed in Finance Manager (which can be done prior to contract approval). Once the Board of Education approves the contract, please include the date approved in the body of your Purchase Order (it streamlines the PO approval process and the audit of District payments). Thank You.

Vendor Name: Heartland Payment Systems

Date(s) of Service: 2016-2017 SCHOOL YEAR

Description of Services: ACH processing Agreement

Rate for Services:\$ 1.95

Annual Estimate Cost at time of approval:

Prior Year Rate for Services:

Administrator Requesting: William Pastore

Is the contract signed by the other party: x Yes No

Is the contract dated by the other party: x Yes No

Are there any attachments? x Yes No

Budget Code (on purchase order):

Purchase order

Routing:

1. Attorney review: X_____

2. Department Administrator _____

3. Business Office Review William Pastore

4. Board of Education Meeting date November 2, 2016

Return to: Jill Steiger

Addendum
to
Government and Public Education ACH Processing Agreement
between
Heartland Payment Systems, Inc.
and
Levittown Union Free School District

THIS ADDENDUM (“Addendum”) to the Government and Public Education ACH Processing Agreement dated October 3, 2016 (the “Agreement”) is made as of the date of the last signature below (the “Effective Date”), by and between Heartland Payment Systems, Inc. (“HPS”), a Delaware corporation, with its principal place of business at 90 Nassau Street, 2nd Floor, Princeton, New Jersey 08542 and Levittown Union Free School District with its principal place of business at 150 Abbey Lane, Levittown, New York 11756 (“Merchant”). HPS and Merchant are collectively from time to time referred to herein as the “Parties” with each being individually referred to as a “Party.”

WHEREAS, Merchant and HPS desire to modify the terms of the Agreement.

NOW, THEREFORE, in consideration of the foregoing premises and the mutual covenants hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Merchant and HPS agree as follows:

1. Clauses 3, 14, 17, 18, 32 of the Agreement are hereby deleted in the entirety and are replaced with the following:

“3. Security Procedures. If Merchant discovers that any ACH information has been accessed by unauthorized persons, Merchant agrees to notify HPS within a reasonable time followed by written confirmation. The occurrence of unauthorized access shall not affect any transfers made in good faith by HPS prior to receipt of such notice and within a reasonable time after such notice. (a) If HPS accepted the Entry in good faith with respect to such Entry, then with respect to a credit Entry, Merchant shall be obligated to pay HPS the amount of such Entry, and with respect to a debit Entry, Merchant shall maintain sufficient funds in the Merchant Account to fund the reversal of such Entry. (b) If an Entry (or request for cancellation or amendment of an Entry) received by HPS was transmitted or authorized by Merchant, Merchant shall pay HPS the amount of any such credit Entry, and shall maintain funds in the settlement account to fund the reversal of any debit entry, whether or not that Entry was erroneous in any respect.”

“14. LIMITATION OF LIABILITY. NEITHER PARTY SHALL BE LIABLE FOR ANY CONSEQUENTIAL, SPECIAL, INCIDENTAL, PUNITIVE OR INDIRECT LOSS OR DAMAGE THAT THE OTHER PARTY MAY INCUR OR SUFFER IN CONNECTION WITH THIS AGREEMENT, WHETHER OR NOT THE LIKELIHOOD OF SUCH DAMAGES WAS KNOWN OR CONTEMPLATED BY THE OTHER PARTY AND REGARDLESS OF THE LEGAL OR EQUITABLE THEORY OF LIABILITY THAT THE OTHER PARTY MAY ASSERT, INCLUDING, WITHOUT LIMITATION, LOSS OR DAMAGE FROM LOSS OF BUSINESS, PROFITS, OR SUBSEQUENT WRONGFUL

DISHONOR RESULTING FROM THE OTHER PARTY'S ACTS OR OMISSIONS PURSUANT TO THIS AGREEMENT."

"17. Payment for Services. Merchant shall pay HPS the charges for the services provided in connection with this Agreement, as set forth in the Application. All fees and services are subject to change upon sixty (60) days prior written notice from HPS to Merchant. In the event HPS changes the fees and services pursuant to this section, Merchant shall have the right to terminate this Agreement upon thirty days' notice anytime thereafter without penalty."

"18. Right to Audit. Upon reasonable notice, Merchant shall permit HPS, and any regulatory authority having jurisdiction over HPS, to review Merchant's operations as they relate to compliance with this Agreement and the Rules, and to examine and copy any books, records, and source documents related thereto."

"32. Governing Law and Jurisdiction. This Agreement shall be construed in accordance with and governed by the laws of the State of residence of the government or public educational entity without regard to its choice of law provisions. The parties expressly consent and agree to the exclusive jurisdiction and venue of any Federal or State Court within Nassau County, New York, for all purposes in connection with any suit between the parties arising out of or relating to this Agreement."

2. This Addendum does not, and shall not be construed to, modify any term or condition of the Agreement other than those specific terms and conditions expressly referenced in this Addendum. Except as herein provided, the Agreement shall remain unchanged and in full force and effect. In the event of any inconsistency or discrepancy between the Agreement and this Addendum, the terms and conditions set forth in this Addendum shall control. This Addendum may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document.

3. Except as otherwise modified herein, the capitalized terms used in this Addendum shall have the meaning specified in the Agreement.

IN WITNESS WHEREOF, each of the Parties has caused this Addendum to be executed on its behalf by its duly authorized representative.

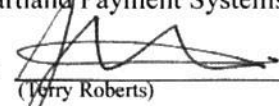
Levittown Union Free School District

By: _____

Title: _____

Date: _____

Heartland Payment Systems, Inc.

By:  _____
(Terry Roberts)

Title: President School Solutions

Date: October 3, 2016

**Addendum
to
Government and Public Education Credit/Debit Card Processing Agreement
between
Heartland Payment Systems, Inc.
and
Levittown Union Free School District**

THIS ADDENDUM ("Addendum") to the Government and Public Education Credit/Debit Card Processing Agreement dated October 3, 2016 (the "Agreement") is made as of the date of the last signature below (the "Effective Date"), by and between Heartland Payment Systems, Inc. ("HPS"), a Delaware corporation, with its principal place of business at 90 Nassau Street, 2nd Floor, Princeton, New Jersey 08542 and Levittown Union Free School District with its principal place of business at 150 Abbey Lane, Levittown, New York 11756 ("Merchant"). HPS and Merchant are collectively from time to time referred to herein as the "Parties" with each being individually referred to as a "Party."

WHEREAS, Merchant and HPS desire to modify the terms of the Agreement.

NOW, THEREFORE, in consideration of the foregoing premises and the mutual covenants hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Merchant and HPS agree as follows:

1. **TERMS & CONDITIONS**, Clauses 5.3, 6.2, 9.2, and 11.1 of the Agreement are hereby deleted in the entirety and are replaced with the following:

"5.3 Debit transactions are governed by network regulations as well as federal and state laws and regulations, including but not limited to the Electronic Funds Transfer Act, and Regulation E, pursuant to which consumers may have up to sixty (60) days to dispute a Transaction. Merchant and HPS shall comply with all applicable federal, state and local laws and regulations."

"6.2 Intentionally left blank."

"9.2 Intentionally left blank."

"11.1 This Agreement shall become effective upon acceptance of the first Merchant deposit by HPS and shall continue in effect for a term of sixty (60) months therefrom. Thereafter, the Agreement will automatically renew for additional twelve (12) month periods. This Agreement may be terminated by any party by giving the other party ninety (90) days prior written notice. In case of an Event of Default by Merchant or as required by a Card Scheme, this Agreement may be terminated by HPS immediately, and HPS shall give Merchant written notice within ten (10) days thereafter."

2. This Addendum does not, and shall not be construed to, modify any term or condition of the Agreement other than those specific terms and conditions expressly referenced in this Addendum. Except as herein provided, the Agreement shall remain unchanged and in full force and effect. In the event of any inconsistency or discrepancy between the Agreement and this Addendum, the terms and conditions set forth in this Addendum shall control. This Addendum may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document.

3. Except as otherwise modified herein, the capitalized terms used in this Addendum shall have the meaning specified in the Agreement.

IN WITNESS WHEREOF, each of the Parties has caused this Addendum to be executed on its behalf by its duly authorized representative.

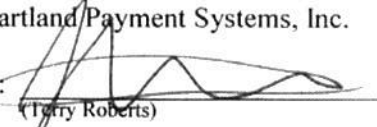
Levittown Union Free School District

By: _____

Title: _____

Date: _____

Heartland Payment Systems, Inc.

By:  _____
(Terry Roberts)

Title: President School Solutions _____

Date: October 3, 2016 _____



K-12 MERCHANT PROCESSING AGREEMENT

☐ Card Only ☐ ACH Only ☒ Dual

HEARTLAND CONTACT INFORMATION

RM: Charles (Sam) Anderson Phone: 800-423-2113 Fax:
 Affiliate/Partner ID : K12 Affiliate Name: MySchoolBucks Current MID: 650000006679693

COMPANY INFORMATION

Merchant DBA Name: Levittown UFSD DBA Phone#: 516-434-7007
 Address: 150 Abbey Lane # Locations: N/A
 City: Levittown State: NY Zip: 11756
 CS Phone #: Fax #:
 Primary Contact Name: William Pastore Phone #: 516-434-7007
 Secondary Contact Name: Phone #: Optional
 Email Address: wpastore@levittownschoools.com
 (Heartland InfoCentral Admin User Email Address)
 Email Contact: First Name: William Last Name: Pastore
 Website Address: N/A
 District Name: LEVITTOWN Union Free School District Federal Tax ID / EIN: 116001703
 (Please Complete – Must correspond with IRS Filing Name) (Must correspond with Legal Name)
 Address: 150 Abbey Lane Phone #: 516-434-7007
 City: Levittown State: NY Zip: 11756

CARD FEE SCHEDULE

Service Requested	Discount Rate	Discount Per Item	Trans Fee Dial	Trans Fee IP	Annual Volume: \$25000	Average Ticket: \$
Visa	%	1.95¢	0¢ 0¢		<input checked="" type="checkbox"/> Service Fee (Pass Through/Single Transaction) <input type="checkbox"/> COST PLUS	High Ticket: \$
MasterCard	%	1.95¢				
Discover/JCB	%	1.95¢				
PIN Debit*					*Plus Applicable Debit Network Fees	

RECURRING FEES

Chargeback Fee: \$0 Voice Authorization Fee: \$.65 ☐ Monthly ☒ Daily Net

SETTLEMENT

INTERCHANGE QUALIFICATION

CARD ACCEPTANCE

DEPOSIT METHOD

☒ MOTO / Internet ☐ Retail ☐ Small Ticket ☒ All Cards Accepted ☒ Standard

ACH FEE SCHEDULE

Transaction Fee (Dial or IP)	1.95¢	1.95¢	Annual ACH Volume: \$25000	Average ACH Amount: \$
Monthly Fee		\$ N/A	Average # of ACH Transactions per Month:	
Return Item Fee		\$ N/A	Max ACH Limit:	
Re-presentment: <input type="checkbox"/> Yes <input type="checkbox"/> No (Limitation of 2 per NACHA guidelines)				Re-presentment Fee: \$0
<input type="checkbox"/> K12-OnePay Program Fee: Single: \$12.95 Multi: \$26.95			ACH Settlement Method: <input checked="" type="checkbox"/> Daily Net <input type="checkbox"/> Monthly Net	

MERCHANT DETAIL

Type of Business: ☒ Public ☐ Private Date Business Started: Business is Conducted: 100% Consumer
 Type of Ownership: ☐ Corporation ☐ L.L.C. Do you process web based sales through HPS: Yes
 Has your business experienced a cardholder account data compromise: ☐ Yes ☐ No If yes, what was the date of the compromise: N/A
 Note: A copy of the completed Forensic Investigation is required with Application.
 What Products and / or Services do you provide: online meal orders
 Is there a peak week / date in the month for processing recurring transactions: (i.e., 1st and 15th):
 Define your Refund Policy: immediately

MERCHANT DETAIL (continued)			
Sales Method		Card Processing Method	
On Premise Face to Face Sales	0%	Mail Order Sales	0%
Off Premise Face to Face Sales	0%	Real-Time Internet	100%
Inbound Telephone Order Sales	0%	Internet (keyed)	0%
Outbound Telephone Order Sales	0%	Recurring Billing	0%
Total = 100%		Total = 100%	
What percentage of your Bankcard volume is future delivery		ACH Processing Method	
		PPD 0%	WEB 100%
		CCD 0%	TEL 0%
STATEMENT OPTIONS			
Statement Type:	<input checked="" type="checkbox"/> Standard		Mail Options: <input checked="" type="checkbox"/> Legal <input type="checkbox"/> DBA
Mail Statements To:	<input checked="" type="checkbox"/> Suppress Stmt <input type="checkbox"/> District		Electronic Options* <input checked="" type="checkbox"/> Email <input type="checkbox"/> Fax (*Select mail option as backup)
<input type="checkbox"/> All Electronic Communications (Including ACH Returns):			
<input type="checkbox"/> Same Email as InfoCentral <input type="checkbox"/> Preferred Email Address:			
AUTHORIZED SIGNER(S) INFORMATION			
(1) District/Authorized Signer Name:		Title:	
SSN: N/A		Driver's License #: N/A	
Home Address	N/A	City:	N/A
		ST:	N/A
(2) District/Authorized Signer Name:		Title: Optional	
SSN: N/A		Driver's License #: N/A	
Home Address:	N/A	City:	N/A
		ST:	N/A
DEBIT / CREDIT AUTHORIZATION			
By signing below, Merchant hereby authorizes Acquirer to debit and credit Merchant's checking/savings/GL Account and validates the accounts are in good standing. This authority shall remain in full force until (a) Acquirer has received written notification from Merchant of its termination; and (b) all obligations of Merchant to Acquirer under this Agreement have been paid in full.			
Depository Bank Name: JPMORGAN CHASE BANK		Phone #:	
City:		ST:	Zip:
CARD			
ACCOUNT TYPE (check one)	<input checked="" type="checkbox"/> Checking <input type="checkbox"/> Savings <input type="checkbox"/> GL		ACCOUNT NUMBER (14 digits)
FUNDS TRANSFER METHOD	<input type="checkbox"/> Deposits <input type="checkbox"/> Fees <input type="checkbox"/> Both		21000021 428417***
TRANSIT ROUTER / ABA NUMBER (9 digits)			
ACCOUNT TYPE (check one)	<input type="checkbox"/> Checking <input type="checkbox"/> Savings <input type="checkbox"/> GL		ACCOUNT NUMBER (14 digits)
FUNDS TRANSFER METHOD	<input type="checkbox"/> Deposits <input type="checkbox"/> Fees <input type="checkbox"/> Both		
ACH			
ACCOUNT TYPE (check one)	<input checked="" type="checkbox"/> Checking <input type="checkbox"/> Savings <input type="checkbox"/> GL		ACCOUNT NUMBER (14 digits)
FUNDS TRANSFER METHOD	<input type="checkbox"/> Deposits <input type="checkbox"/> Fees <input type="checkbox"/> Both		21000021 428417***
TRANSIT ROUTER / ABA NUMBER (9 digits)			
ACCOUNT TYPE (check one)	<input type="checkbox"/> Checking <input type="checkbox"/> Savings <input type="checkbox"/> GL		ACCOUNT NUMBER (14 digits)
FUNDS TRANSFER METHOD	<input type="checkbox"/> Deposits <input type="checkbox"/> Fees <input type="checkbox"/> Both		
AGREEMENT ACCEPTANCE, CERTIFICATION and CONSUMER REPORT AUTHORIZATION			
Has your District filed Bankruptcy, had Judgments or Liens within the last 3 years: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
Merchant authorizes Acquirer, reporting agency employed by Acquirer, or any agents thereof, to investigate the references, statements or data provided by Merchant or the undersigned for purposes of this Application. I further certify that I have received, read, understand and agree to the Merchant Processing Agreement Terms and Conditions which together with this application shall constitute the agreement(s) between the parties. I further certify that this business or any Owner/Officer/Authorized Signer has never been terminated as a Visa, MasterCard, Discover or American Express Merchant.			
X	William Pastore		
(1) Authorized Signer Signature	Print Name & Title	Date	
X			
(2) Authorized Signer Signature	Print Name & Title	Date	
X	N/A		
Witness Signature	Print Name & Title	Date	
THE TERM OF THIS AGREEMENT IS 36 MONTHS			



Terms & Conditions Acknowledgement

"Merchant" acknowledges that Heartland Payment Systems, Inc. ("Heartland") has provided it with a copy of the Card Acceptance Policies, Procedures, Terms & Conditions (the "Terms and Conditions") and the Merchant Application, which together make up the entire agreement between the parties. Merchant has read, understands, and agrees to be bound by the Terms and Conditions, as may be amended from time to time. Merchant acknowledges that the Terms and Conditions are a fundamental part of the parties' agreement without which Heartland would not be able to enter into an agreement with the Merchant. The Terms and Conditions can be reviewed at any time by visiting the Heartland InfoCentral at www.HeartlandInfoCentral.com. In addition, Merchant can request another copy of the Terms and Conditions at any time by sending a written request for a copy to Heartland at the following address:

Heartland Payment Systems; Attn: Customer Care; One Heartland Way; Jeffersonville IN 47130

William Pastore

Merchant Signature Printed Name Date

Merchant Signature Printed Name Date

Site Inspection

I hereby verify that (check one)

☐ This District and their locations have the proper facilities, equipment, inventory, and proper accreditation certificates required to conduct the business.

☒ I was not reasonably able to complete a Site Inspection of the Merchant at this Address, and the information stated below is correct to the best of my knowledge and belief. Please explain why a site inspection could not be performed:

Inspected By: Signature Printed Name Date

It is required that the following questions be completed.

Is business signage present: ☒ Yes ☐ No Describe signage: N/A

Number of Terminals: N/A Locations: N/A Are card acceptance logos displayed for easy view: ☒ Yes ☐ No

If this is an additional location to an existing HPS merchant under the same District, was a site inspection performed on any of the locations? ☐ Yes ☒ No

Created 5.29.14

GOVERNMENT AND PUBLIC EDUCATION ACH PROCESSING AGREEMENT TERMS & CONDITIONS

If you chose ACH processing on the Heartland Payment Systems Merchant Processing Agreement (the "Application"), this ACH Processing Agreement (the "Agreement") is a part of your Application. The "Effective Date" is the earlier of the date that HPS approved your Application or the date on which HPS processed your first ACH transaction.

1. Definitions. Unless otherwise defined herein, capitalized terms shall have the meanings provided in the rules of the National Automated Clearinghouse Association, and any amendments that may be adopted from time to time. The following definitions shall apply for the purposes of this Agreement:

"ACH" means the Federal Reserve Bank's Automated Clearing House, a funds transfer system, governed by the NACHA operating rules, that provides for the inter-bank clearing of electronic entries for participating financial institutions.

"EFT" means Electronic Funds Transaction, electronic debits and credits processed through the ACH Network.

"Entries" shall have the meaning provided in the Rules and shall also mean the data received from Merchant hereunder from which HPS prepares Entries.

"Initiation" means the initial presentation by HPS of a transaction to Settlement.

"Merchant" means the business customer that initiates ACH entries into the payment system according to an arrangement with a Receiver.

"Merchant Account" means the commercial demand deposit checking account designated by Merchant for use in conjunction with ACH Services.

"NACHA" means the National Automated Clearing House Association.

"ODFI" means the bank acting as the Originating Depository Financial Institution as defined by NACHA Rules.

"RDFI" means the Receiving Depository Financial Institution that receives ACH entries from the ACH Network and posts the entries to the Receiver's account.

"Receiver" means the person or organization that has authorized a Merchant to initiate an ACH entry to the Receiver's account with the RDFI.

"Re-initiation" or "Re-presentment" means the second or third attempt at Settlement by HPS of a previously Returned ACH transaction.

"Return" means a Receiver transaction that is returned unpaid by either the Receiver's bank or the ACH Network.

"Returned Item Service Charge" means the fee charged to Receiver as allowed by applicable law for a transaction that is returned unpaid by the Receiver's bank or ACH Network.

"Rules" means the rules of the National Automated Clearinghouse Association (NACHA), and any amendments that may be adopted from time to time hereafter. Please refer to the following website for the Rules: <https://www.nacha.org/rules>

"Settlement" means the movement of electronic information into the ACH Network under the ODFI sponsorship which results in the debiting or crediting of funds to designated bank accounts.

"Submit", "Submitted" and "Submission" means the Merchant's action of utilizing HPS's ACH Services for the purpose of processing a transaction.

2. Entries and Related Warranties. Merchant shall transmit only those types of Entries designated in the Application. Entries that are part of a payment transaction that involves a financial agency's office that is not located within the territorial jurisdiction of the United States must be identified using the International ACH Transaction (IAT) Standard Entry Class Code. With respect to each Standard Entry Class Code indicated by Merchant, Merchant shall comply with all requirements and warranties set forth in the Rules with respect to such Standard Entry Class Code.

3. Security Procedures. Merchant is strictly responsible to establish and implement security procedures to safeguard against unauthorized transmissions. Merchant warrants that no individual shall be allowed to initiate transfers in the absence of proper supervision and safeguards, and agrees to take reasonable steps to maintain the confidentiality of the security procedures and any passwords, codes, security devices and related instructions provided by HPS. If Merchant discovers that any such information or instructions have been known or accessed by unauthorized persons, Merchant agrees to notify HPS within a reasonable time followed by written confirmation. The occurrence of unauthorized access shall not affect any transfers made in good faith by HPS prior to receipt of such notice and within a reasonable time after such notice. (a) If HPS accepted the Entry in good faith with respect to such Entry, then with respect to a credit Entry, Merchant shall be obligated to pay HPS the amount of such Entry, and with respect to a debit Entry, Merchant shall maintain sufficient funds in the Merchant Account to fund the reversal of such Entry. (b) If an Entry (or request for cancellation or amendment of an Entry) received by HPS was transmitted or authorized by Merchant, Merchant shall pay HPS the amount of any such credit Entry and shall maintain funds in the Settlement Account to fund the reversal of any debit Entry, whether or not that Entry was erroneous in any respect.

4. Recording and Use of Communications. Merchant and HPS agree that all telephone conversations or data transmissions between them or their agents made in connection with this Agreement may be electronically recorded and retained by either party for any reasonable use which is in compliance with this Agreement.

5. Processing Deadlines. Merchant acknowledges that HPS has specific processing deadlines imposed by its ODFI and the ACH Operator for ACH Transactions and that HPS will process Merchant's ACH transactions within the constraints placed upon HPS.

6. Rejection of Entries. HPS may reject any Entry which does not comply with the requirements of this Agreement.

7. Cancellation or Amendment by Merchant. Merchant shall have no right to cancel or amend any Entry after its receipt by HPS. HPS shall use reasonable efforts to act on a request by Merchant for cancellation of a file prior to transmitting such file to the ODFI, but HPS shall have no liability if such cancellation is not effected. Merchant shall reimburse HPS for any expenses, losses, or damages HPS may incur in effecting or attempting to affect Merchant's request.

8. Merchant Account. Merchant agrees to immediately reimburse HPS for any shortfalls that occur due to non-sufficient funds in Merchant Account that are covered by HPS. Merchant also agrees to authorize HPS to suspend Settlement of all funds to Merchant Account, without prior notice to Merchant, if Merchant should breach or fail to comply with any terms of this Agreement, or if HPS or ODFI in its sole opinion deems itself at risk relative to any services performed under this Agreement.

9. Returns. For transactions provided for under this Agreement, unless otherwise provided herein, Returns for non-sufficient funds and uncollected funds will be electronically Re-initiated by HPS as applicable and allowed by current NACHA rules and regulations. Merchant agrees to be liable for all EFT items that are returned, dishonored, reversed or that cannot be collected through Receiver's account and that are not subsequently covered by debit against Merchant Account. In the event that funds in Merchant Account are not sufficient to cover Returns, Merchant shall immediately upon request from HPS, deposit sufficient funds in Merchant Account to cover such Returns. HPS may deduct or offset Returns against amounts to be paid Merchant for current or future ACH transactions. With regards to any Returns, Merchant shall promptly notify HPS if: (a) a Receiver makes any payment to Merchant on said transaction; (b) a Receiver returns Goods or Services in whole or in part which were paid by said transaction, or (c) there is a dispute concerning the Goods or Services or amount of said transaction.

10. Returned Item Service Charges. Returned Item Service Charges will be assessed as allowed by applicable law.

11. Account Reconciliation. Entries transmitted by HPS shall be reflected on Merchant's periodic statement issued by HPS with respect to the Merchant Account or the Reserve Account, as applicable, pursuant to the Application between HPS and Merchant with respect to such account. Merchant agrees to notify HPS promptly of any discrepancy between Merchant's records and the information shown on any periodic statement. If Merchant fails to notify HPS of any discrepancy within one hundred twenty (120) days of receipt of a periodic statement containing such information, then Merchant shall be precluded from asserting such discrepancy against HPS and HPS shall not be liable for any other losses resulting from Merchant's failure to give such notice or any loss of interest or any interest equivalent with respect to an Entry shown on such periodic statement.

12. Merchant Representations.

(a) With respect to each and every Entry initiated by Merchant, Merchant represents and warrants to HPS and agrees that Merchant shall initiate Entries only in compliance with the provisions of Rules, (b) Merchant agrees to assume the responsibilities of a Merchant under the Rules, including ensuring that all international payment transactions are properly labeled as IAT entries and include the appropriate data elements under the Rules, and Merchant makes the warranties and assumes the liabilities as provided in the Rules, (c) each person shown as the Receiver on an Entry received by HPS from Merchant has authorized the initiation of such Entry and the debiting or crediting of its account in the amount and on the Effective Entry Date shown on such Entry, (d) such authorization is operative at the time of transmittal or at the time of debiting or crediting by HPS as provided herein, (e) Entries transmitted to HPS by Merchant are limited to those types of Entries agreed to by HPS and Merchant, (f) Merchant shall perform its obligations under this Agreement in accordance with all applicable federal and state laws and regulations, including the sanctions laws administered by the Office of Foreign Assets Control ("OFAC"), and (g) Merchant shall be bound by and comply with the Rules as in effect from time to time, including, without limitation, the provision making payment of a credit Entry by the Receiving Depository Financial Institution to the Receiver provisional until receipt by the Receiving Depository Financial Institution of final settlement for such Entry. (h) Merchant accepts responsibility for compliance with the Rules and will reimburse HPS for any fees or penalties for

which it is responsible. (i) Merchant specifically acknowledges that it has received notice of the Rules regarding provisional payment and of the fact that, if such settlement is not received, the Receiving Depository Financial Institution shall be entitled to a refund from the Receiver of the amount credited and Merchant shall not be deemed to have paid the Receiver the amount of the Entry.

13. Responsibilities.

In the performance of the services required by this Agreement, HPS shall be entitled to rely solely on the information, representations, and warranties provided by Merchant pursuant to this Agreement, and shall not be responsible for the accuracy or completeness thereof. HPS shall be responsible only for performing the services expressly provided for in this Agreement, and, subject to the disclaimers and limits on HPS's liability set forth herein. HPS shall not be responsible for Merchant's acts or omissions, including without limitation the amount, accuracy, timeliness of transmittal or authorization of any Entry received from Merchant or for the return of an Entry by such Receiver or Receiving Depository Financial Institution, and no such person shall be deemed HPS's agent.

14. LIMITATION OF LIABILITY. NEITHER PARTY SHALL BE LIABLE FOR ANY CONSEQUENTIAL, SPECIAL, INCIDENTAL, PUNITIVE OR INDIRECT LOSS OR DAMAGE THAT THE OTHER PARTY MAY INCUR OR SUFFER IN CONNECTION WITH THIS AGREEMENT, WHETHER OR NOT THE LIKELIHOOD OF SUCH DAMAGES WAS KNOWN OR CONTEMPLATED BY THE OTHER PARTY AND REGARDLESS OF THE LEGAL OR EQUITABLE THEORY OF LIABILITY THAT THE OTHER PARTY MAY ASSERT, INCLUDING, WITHOUT LIMITATION, LOSS OR DAMAGE FROM LOSS OF BUSINESS, PROFITS, OR SUBSEQUENT WRONGFUL DISHONOR RESULTING FROM THE OTHER PARTY'S ACTS OR OMISSIONS PURSUANT TO THIS AGREEMENT. IN ADDITION TO THE FOREGOING, HPS'S LIABILITY UNDER THIS AGREEMENT FOR PROVEN AND DIRECT DAMAGES SHALL NOT EXCEED THE AMOUNT OF FEES PAID OR TO BE PAID BY MERCHANT TO HPS UNDER THIS AGREEMENT FOR A SIX MONTH PERIOD PRIOR TO THE DATE ON WHICH THE CLAIM AROSE.

15. Interruption of Services. Merchant acknowledges and agrees that HPS's provision of ACH services hereunder may be interrupted from time to time and that HPS shall have no liability whatsoever as a result of such an interruption or delay. Without limiting the generality of the foregoing provisions, HPS shall be excused from failing to act or delay in acting if such failure or delay is caused by legal constraint, interruption of transmission or communication facilities, loss of power, equipment or software error or malfunction, war, terrorist actions, acts of God, earthquakes, flood, embargo, riot, sabotage, labor shortage or dispute, emergency conditions or circumstances beyond HPS's control. From time to time HPS may need to temporarily suspend processing of a transaction (particularly an international ACH transaction) for greater scrutiny or verification, including, but not limited to, suspending processing to review for OFAC compliance in accordance with applicable OFAC guidance, and HPS shall be excused if this action causes delay in the settlement and/or availability of the transaction while review is in process. In addition, HPS shall be excused, while review is in process, from failing to transmit or delay in transmitting an Entry if such transmittal would result, in HPS's reasonable judgment, in violation of any rule or regulation of any U.S. governmental regulatory authority or NACHA Rule.

16. Risk Mitigation. In order to reduce the risk of loss to which HPS is subject under this Agreement, HPS may in its sole discretion establish such risk mitigation procedures as HPS deems necessary, including without limitation, requiring prefunding of credit Entries, delayed availability of funds to Merchant to cover returned debit Entries, and submission of unbalanced files (submission of a credit file for which HPS shall then create the offsetting debit file.)

17. Inconsistent Name and Account Number. Merchant acknowledges and agrees that, if an Entry describes the Receiver inconsistently by name and account number, posting of the Entry transmitted by HPS to the RDFI may be made by the RDFI on the basis of the account number supplied by Merchant, even if such account number identifies a person different from the named Receiver, and that Merchant's obligation to settle the amount of the Entry to HPS is not excused in such circumstances.

18. Payment for Services. Merchant shall pay HPS the charges for the services provided in connection with this Agreement, as set forth in the Application. HPS may debit the Merchant Account, or if necessary, the Merchant Reserve Account, for the amount of any such charges. All fees and services are subject to change upon sixty (60) days prior written notice from HPS to Merchant. In the event HPS changes the fees and services pursuant to this section, Merchant shall have the right to terminate this Agreement upon thirty days' notice anytime thereafter without penalty. The charges set forth in the Application do not include, and Merchant shall be responsible for payment of, any sales, use, excise, value added, utility or other similar taxes relating to such services, and any fees or charges provided for in the Account Agreements.

19. Right to Audit. Upon ten (10) business days' notice, Merchant shall permit HPS, and any regulatory authority having jurisdiction over HPS, to review Merchant's operations as they relate to compliance with this Agreement and the Rules, and to examine and copy any books, records, and source documents related thereto.

20. Confidential Information.

(a) In performing its obligations pursuant to this Agreement, each party may have access to and receive disclosure of certain confidential information about the other party, including but not limited to data and other information identifying or otherwise concerning HPS's consumers or customers, marketing representatives, marketing plan, methods, objectives and test results, and proprietary computer source code (hereinafter "Confidential Information"). HPS and Merchant each agree that it will use the Confidential Information of the other solely in the performance of its obligations pursuant to this Agreement. A party receiving Confidential Information may disclose such Confidential Information pursuant to a judicial or other governmental order, provided that such receiving party shall first provide the disclosing party with prompt notice prior to any such disclosure so that the disclosing party may seek other legal remedies to maintain the confidentiality of such Confidential Information, and the receiving party shall comply

with any applicable protective order or its equivalent. The Confidential Information shall constitute "trade secrets" defined by applicable law. The parties also acknowledge that the restrictions on the disclosure of the Confidential Information set forth in this Agreement constitute efforts reasonable under the circumstances to maintain the secrecy thereof.

(b) Upon request or upon the termination of this Agreement, each party shall return to the other party all Confidential Information in its possession in hard copy or electronic form.

(c) HPS and Merchant acknowledge that to the extent Confidential Information is disclosed to any affiliate or third party the disclosing party shall have a written contract protecting the confidentiality of same and shall ensure that such affiliates and third parties use and disclose Confidential Information only as needed for purposes of this Agreement.

(d) During the term of this Agreement and any renewal, Merchant shall retain information and data as is necessary to demonstrate compliance with this Agreement and applicable law.

21. Amendments. From time to time HPS may amend any of the terms and conditions contained in this Agreement. Notice of such amendments shall be made in writing to Merchant and shall become effective thirty (30) days after written notice is given. Merchant may, at its sole discretion, terminate this Agreement, without fee or penalty, if it does not wish to accept the amendments to the Agreement.

22. Notices.

(a) Except as otherwise expressly provided herein, HPS shall not be required to act upon any notice or instruction received from Merchant or any other person, or to provide any notice or advice to Merchant or any other person with respect to any matter.

(b) HPS shall be entitled to rely on any written notice or other written communication believed by it in good faith to be genuine and to have been signed by an Authorized Representative, and any such communication shall be deemed to have been signed by such person. The names and signatures of Authorized Representatives are set forth in the APPLICATION. Such notice shall be effective on the second business day following the day of receipt by HPS.

(c) Notice of Receipt of Entry. Under the NACHA operating rules, which are applicable to ACH transactions involving your account, we are not required to give next day notice to you of receipt of an ACH item and we will not do so. However, we will continue to notify you of the receipt of payments in the periodic statement we provide to you.

(d) All notices, requests, and approvals required by this Agreement (i) shall be in writing, (ii) shall be addressed to the parties as indicated in the APPLICATION, unless notified in writing of a change in address, and (iii) shall be deemed to have been given either when personally delivered or when sent by regular United States mail, in which event it shall be sent postage prepaid upon delivery thereof, or, if sent by a delivery service, telegram, facsimile, or e-mail, upon delivery thereof.

23. Tapes and Records. All diskettes, Entries, security procedures and related records used by HPS for transactions contemplated by this Agreement shall be and remain HPS's property. HPS may, at its sole discretion, make available such information upon Merchant's request. Any expenses incurred by HPS in making such information available to Merchant shall be paid by Merchant.

24. Evidence of Authorization/Provision of Information. Merchant shall obtain, or shall ensure that all applicable consents and authorizations required under the Rules are obtained and shall retain, or shall ensure that all applicable consents and authorizations are retained for two (2) years after they terminate. Within five (5) banking days of a request by HPS, Merchant shall provide HPS with any information requested pursuant to this Agreement or required to comply with the Rules.

25. Term and Termination. The Initial Term of the Agreement shall be for a period of three (3) years following the date of this Agreement. Thereafter, the Agreement will automatically renew for additional one (1) year terms unless either party provides to the other written notice of termination at least thirty (30) days prior to the end of the then current term of its intention not to renew the Agreement. HPS may terminate the Agreement immediately as required by the ODFI or as may otherwise be required by the Rules.

26. Entire Agreement. This Agreement is the complete and exclusive statement of the agreement between HPS and Merchant with respect to the subject matter hereof and supersedes any prior agreement between HPS and Merchant with respect to such subject matter. In the event performance of the services provided herein in accordance with the terms of this Agreement would result in a violation of any present or future statute, regulation or government policy to which HPS is subject, and which governs or affects the transactions contemplated by this Agreement, then this Agreement shall be deemed amended to the extent necessary to comply with such statute, regulation or policy, and HPS shall incur no liability to Merchant as a result of such violation or amendment. No course of dealing between HPS and Merchant shall constitute a modification of this Agreement, the Rules, or the security procedures or constitute an agreement between HPS and Merchant regardless of whatever practices and procedures HPS and Merchant may use.

27. Non-Assignment. Neither party may assign this Agreement or any of the rights or duties hereunder to any person without the other parties' prior written consent except that upon notice to the other party, either party may assign the Agreement to a parent, subsidiary, or affiliate without the other's consent.

28. Waiver. Either party may waive enforcement of any provision of this Agreement. Any such waiver shall not affect the waiving party's rights with respect to any other transaction or modify the terms of this Agreement.

29. No Third Party Beneficiary. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives, successors and assigns. This Agreement is not for the benefit of any other person, and no other person shall have any right against HPS or Merchant hereunder.

30. Headings. Headings are used for reference purposes only and shall not be deemed a part of this Agreement.

31. Severability. If any provision of this Agreement is held void or unenforceable, the validity or enforceability of the remainder of this Agreement shall not be affected and the void or unenforceable term shall be amended such that it is enforceable to the maximum extent permitted by law.

32. Relationship of the Parties. HPS and Merchant are independent contractors and this Agreement will not establish any relationship of partnership, joint venture, employment, franchise or agency between them. Except as provided in this Agreement, HPS and Merchant each shall bear its own costs and expenses in connection with the performance of its obligations under this Agreement. Neither HPS nor Merchant will have the power to bind the other or incur obligations on the other's behalf without the other party's prior written consent.

32. Governing Law and Jurisdiction. This Agreement shall be construed in accordance with and governed by the laws of the State of residence of the government or public educational entity without regard to its choice of law provisions. The parties expressly consent and agree to the exclusive jurisdiction and venue of any Delaware state or federal court for all purposes in connection with any suit between the parties arising out of or relating to this Agreement.

GOVERNMENT AND PUBLIC EDUCATION CREDIT/DEBIT CARD PROCESSING AGREEMENT

TERMS & CONDITIONS

1. Services

HPS will, during the term of this Agreement and pursuant to its terms and conditions, (a) be responsible for and will settle funds with the Merchant; (b) provide the following payment processing solutions to the Merchant: (i) Web Payment Solutions; (ii) Cashiering Payment Solutions as may be selected by Merchant on the Merchant Application.

2. Definitions

- 2.1 **“Account”** means a commercial checking account maintained by Merchant for the crediting of collected funds and the debiting of fees and charges pursuant to the terms of this Agreement.
- 2.2 **“ACH”** means the Automated Clearing House service offered by the Federal Reserve.
- 2.3 **“Agreement”** means this Merchant Processing Agreement, the Merchant Application and the Addendum, as applicable. This contract incorporates the Merchant Processing Agreement, the Merchant Application, and the Addendum, as applicable, by reference, with the same force and effect as if it were given in full text. Upon request, HPS will make their full text available.
- 2.4 **“Authorization”** means the act of obtaining approval from the Card Issuer for an individual Transaction.
- 2.5 **“Card”** means a valid credit, debit, charge or other payment card accepted by Merchant under this Agreement with HPS.
- 2.6 **“Card Schemes” used interchangeably with Card Brands** means Visa U.S.A., Inc., Visa International, Inc., MasterCard International, Inc., Discover Financial Services or any other Card Issuer that provides Cards that are accepted by Merchant under this Agreement with HPS, including on-line debit card Transactions and on-line debit networks.
- 2.7 **“Card Issuer”** means the financial institution or company that has provided a Card to the Cardholder.
- 2.8 **“Cardholder” used interchangeably with Card Member** means the person or Card Member whose name is embossed upon the face of the Card.
- 2.9 **“Card-Not-Present Transaction”** means any Transaction for which required data is not electronically captured by reading information encoded in or on the Card and includes mail order, telephone order and Internet Transactions.
- 2.10 **“Cashiering Payment Solution”** means an automated solution which will allow Cardholders to pay Merchant via an HPS-provided virtual terminal or physical terminal.
- 2.11 **“Chargeback”** means the procedure by which (i) a sales Transaction (or disputed portion thereof) is returned to HPS by a Card Issuer because such item does not comply with the Card Issuer’s applicable rules or operating regulations or for any other reason as provided in this Agreement and (ii) the Merchant’s Account is debited for such return.
- 2.12 **“Convenience Fee”** means a fee charged to a consumer that will cover the costs of providing the convenient alternative payment solutions such as the Web Payment Solution and certain Cashiering Solutions.
- 2.13 **“Credit Voucher”** means a document or transaction executed by Merchant evidencing any refund or price adjustment relating to products or services to be credited to a Cardholder account.
- 2.14 **“Debit Networks”** means the authorization networks utilized by Merchant for PIN Debit Transactions.
- 2.15 **“HPS”** means collectively Heartland Payment Systems, Inc., and its sponsoring banks, and other vendors and subcontractors.
- 2.16 **“Merchant”** generally means the party identified as the recipient of this Agreement. It can cover the merchant itself and any third party that may be associated with them (i.e. VARs, gateway providers etc.).
- 2.17 **“MCC” also known as “Merchant Category Code”** is a 4 digit number used to describe the Merchants primary business.

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- 2.18 **“Outbound Telemarketing Transaction”** means a transaction in which a sale of products or services results from a Merchant-initiated contact with a Cardholder via a telephone call, or a mailing (other than a catalog) that instructs the Cardholder to call the Merchant.
- 2.19 **“Pass Through”** means charging the Merchant the precise amount of monies designated as Interchange, Costs, Dues, Assessments and Fees as per the Card Schemes. Pass Thru or Pass Through means no mark-ups are taken by the Payment Processor or any other party when Interchange, Dues, Fees, Costs and Assessments are collected from the Merchant.
- 2.20 **“Payment Facilitator”** is a merchant of record who facilitates transactions on behalf of a sub-merchant whose volume is less than USD 100,000 in MasterCard and Maestro volume combined.
- 2.21 **“Payment Service Provider (PSP)”** is an entity contracting with a Visa, Discover or American Express member to provide payment services to sponsored merchants. The new term PSP replaces the old terminology IPSP which now includes all commerce type aggregation, including face-to-face in addition to ecommerce merchant aggregation.
- 2.22 **“Products”** means all goods and payment services that are sold or offered by the Merchant.
- 2.23 **“Rules”** means the operating regulations, requirements terms and conditions of the Card Schemes presently in effect and as they may be amended from time to time.
- 2.24 **“Sales Draft”** means an electronic receipt evidencing a sales Transaction.
- 2.25 **“Sub-merchant”** is a customer conducting business through a Third Party relationship acting as a Payment Facilitator (PF) or Payment Service Provider (PSP).
- 2.26 **“Third Party Agent (TPA)”** means entities that have been engaged by a Merchant or a member to perform contracted services on behalf of that Merchant or member, including value add resellers (VARs) and payment gateway providers.
- 2.27 **“Transaction”** means any retail sale of Products or Services, or credit therefore, from a Merchant for which the customer makes payment using any Card presented to HPS for payment.
- 2.28 **“Virtual Terminal”** means a credit Card processing equipment on a secure server on the Internet whereby Merchant can key enter credit Card Transactions manually.
- 2.29 **“Voice Authorization”** means an Authorization obtained by a direct-dialed telephone call.
- 2.30 **“Web Payment Solution”** may be used interchangeably with “Heartland Hosted Website” and means an automated solution that will allow Cardholders to pay a Merchant on a hosted website.

3. Data Security Requirements

- 3.1 The PCI Security Standards Council (“PCI SSC”) was founded by American Express, Discover Financial Services, JCB, MasterCard Worldwide and Visa, Inc. All five founders agreed to incorporate PCI Data Security Standards (“PCI DSS”) as the technical requirements of each of their data security compliance programs. The PCI SSC is responsible for the Payment Application Data Security Standard (“PA-DSS”) and PIN Transaction Security Requirements for PIN-Entry Devices (“PED”).

More information, including the complete PCI DSS specifications can be found at www.pcisecuritystandards.org.

Each of the Card Schemes has requirements based on PCI DSS that define a standard of due care and enforcement for protecting sensitive information. Merchant must meet the compliance validation requirements defined by the Card Schemes available at:

www.visa.com/cisp www.mastercard.com/sdp

www.discovernetwork.com/fraudsecurity/disc.html

www.americanexpress.com/datasecurity - For American Express Direct Merchants Only.

The Card Schemes or HPS may levy fines, suspend or terminate services, or impose other restrictions if it is determined that Merchant is not compliant with applicable security standards. Merchant is responsible for all fines and fees assessed by any Card Scheme in connection with violation of data security standards.

4. Rights, Duties, and Responsibilities of Merchants

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- 4.1 Merchant agrees that during the term of this Agreement HPS shall be the primary provider for all payment processing services provided hereunder.
- 4.2 Merchant's policy for the adjustment of payment rendered shall be disclosed to the Cardholder before a Card sale is made. If Merchant does not make these disclosures, a full refund in the form of a credit to the Cardholder's Card account must be given. In no circumstances shall any cash refunds be given on any item originally charged to a card.
- 4.3 MERCHANT ACKNOWLEDGES THAT AN AUTHORIZATION DOES NOT CONSTITUTE (A) A WARRANTY THAT THE PERSON PRESENTING THE CARD IS THE RIGHTFUL CARDHOLDER, OR (B) A PROMISE OR GUARANTEE BY HPS THAT IT WILL PAY OR ARRANGE FOR PAYMENT TO MERCHANT FOR THE AUTHORIZED TRANSACTION. AN AUTHORIZATION DOES NOT PREVENT A SUBSEQUENT CHARGEBACK OF AN AUTHORIZED TRANSACTION PURSUANT TO THIS AGREEMENT.
- 4.4 Merchant shall at all times maintain a direct deposit account (the "Account" or "DDA"), in good standing, at a bank that is a Receiving Depository Financial Institution (RDFI) of the Federal Reserve Bank ACH System or other ACH settlement network. Merchant agrees that all credits for collected funds shall be made automatically to the Account. Merchant also agrees that it is responsible for all fines, fees, Chargebacks, Credit Vouchers, payments and adjustments and other amounts due under the terms of this Agreement (including but not limited to attorneys fees and early termination charges) which shall be automatically made to the Account. Merchant shall not close, restrict or change the Account without prior written approval from HPS. Merchant agrees to pay HPS a twenty-five dollar (\$25.00) fee on all returned ACH items. Merchant is solely liable for all fees and all overdrafts, regardless of cause. HPS shall have the unlimited right to debit without prior notice, any Account containing funds for the purpose of satisfying any liability incurred on behalf of Merchant.
- 4.5 Merchant shall not deposit any Transaction for the purpose of obtaining or providing a cash advance, or make a cash disbursement to any other Cardholder (including Merchant when acting as a Cardholder), or receive monies from a Cardholder and subsequently prepare a credit to Cardholder's account.
- 4.6 As partial consideration for this Agreement, Merchant expressly authorizes HPS to change the Sponsor Bank providing settlement services to Merchant. Merchant agrees to execute all necessary documents enabling HPS to effect such change, as may be required by HPS.
- 4.7 Intentionally Removed
- 4.8 Merchant shall give HPS immediate written notice of any complaint, subpoena, Civil Investigative Demand or other process issued by any state or federal governmental entity that alleges, refers or relates to any illegal or improper conduct of Merchant. Failure to give such notice shall be deemed to be a material breach of this Agreement.
- 4.9 Merchant shall not be assessed a Chargeback Fee for the first three Chargeback requests processed in any twelve month period beginning with the Merchant's anniversary date. Once three Chargeback requests have been submitted by the Card Scheme or Bank in any such 12 month period, HPS shall bill the Chargeback Fee applicable at that time. For purposes of this Section 4.9, the anniversary date shall be the date of Merchant's first deposit with HPS unless otherwise designated by HPS.
- 4.10 Merchant shall ensure HPS has the correct business taxpayer ID ("TIN") and legal name on file for Form 1099-K tax reporting purposes. Any merchant reporting an invalid TIN and legal name combination is subject to backup withholding of an amount as defined by applicable state tax and IRS regulations.
- 4.11 Merchant shall at all times comply with the Rules and operating regulations of each of the Card Schemes and American Express as well as all applicable federal, state, and local, rules and regulations. Moreover, in the event of Merchant's non-compliance, Merchant accepts the responsibility for the payment of any and all fees and penalties levied because of its non-compliance.
- 4.12 Merchant agrees that it will not knowingly introduce into HPS' System any virus, "time bomb", or any other contaminant, including but not limited to, codes, commands, or instructions that could damage or disable HPS' System or property.
- 4.13 Merchant shall assume responsibility for managing the repair of problems associated with Merchant's own telecommunications and processing system (both hardware and software), including terminals.
- 4.14 MSP/TPA/PSP/PF must comply with all Rules as set forth in this Agreement and the following websites:
- http://usa.visa.com/merchants/risk_management/thirdparty_agents.html
 - http://www.mastercard.com/us/merchant/pdf/BMEntire_Manual_public.pdf

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- 4.15 Payment Service Provider (PSP)/ Payment Facilitator (PF) agrees to promptly disclose to their Sub-merchant any new or increased Card Scheme related Dues, Assessments and Fees, including but not limited to Convenience fees, in accordance to the contracted services performed by the Merchant.
- 4.16 Merchant must meet requirements as defined by the Card Schemes. Information is available at:
www.visa.com
www.mastercard.com
www.discovernetwork.com
www.americanexpress.com For American Express Direct Merchants Only.

5. Debit Card Processing

- 5.1 Merchant understands and agrees that HPS and Carrolton Bank or any other bank to which this agreement is assigned is a sponsored affiliate or member of each debit network and HPS is a service provider for processing Merchant's debit card Transactions pursuant to the terms herein.
- 5.2 Any claims Merchant may have regarding Debit services may not be offset against Bankcard sales.
- 5.3 Debit transactions are governed by network regulations as well as federal and state laws and regulations, including but not limited to the Electronic Funds Transfer Act, and Regulation E, pursuant to which consumers may have up to sixty (60) days to dispute a Transaction. Merchant shall comply with all applicable federal, state and local laws and regulations.

6. Fees

- 6.1 HPS may amend the Fees set forth in the Merchant Application as follows: If Convenience Fees are fixed, then HPS may amend such Fees if (i) any Card Scheme or third party changes its fees with HPS or (ii) the average ticket size increases from the average ticket size of the previous thirty (30) day period. If Convenience Fees are percentage-based, then HPS will only amend such Fees if any Card Scheme or third party changes its fees with HPS. The amended Fees shall be effective on the date specified in a written notice thereof, which date shall not be fewer than fifteen (15) days after the date of notice. Merchant shall attach each such revised Schedule of Fees, or written notice to the Merchant's copy of this Agreement.
- 6.2 Merchant shall pay all applicable sales taxes for services and products provided by HPS.
- 6.3 Merchant shall pay such fees and charges as may be set by HPS for any requested system enhancements or services in addition to those specified herein or in the Application or as may be requested by applicable law or changes in Card Scheme Rules.

7. Rights, Duties and Responsibilities of HPS

- 7.1 Merchant acknowledges that HPS may provide payment transaction processing services hereunder through contracts or subcontracts with third parties engaged in the business of transaction processing and authorizations, and specifically authorizes such third parties to exercise all of the rights of HPS hereunder. Upon request in writing by Merchant, HPS will identify the third parties involved in Merchant's processing.
- 7.2 HPS may, through its performance of the Services, provide Merchant with access to equipment and other hardware, software, including interface applications, processes and other such tangible or intangible property of HPS. HPS retains all ownership rights to such property and does not provide any license or any other use other than as specifically set forth herein.
- 7.3 HPS will accept all Sales Drafts deposited by Merchant that comply with the terms of this Agreement. HPS will pay to Merchant the total face amount of each Sales Draft, less any Credit Vouchers, or adjustments determined. All payments, credits and charges are subject to audit and final review by HPS and prompt adjustment shall be made as required. Notwithstanding any other provision in this Agreement, HPS may refuse to accept any Sales Draft, revoke its prior acceptance, or delay processing of any Sales Draft for any reasonable period of time, as HPS deems necessary and appropriate. HPS shall have no liability to Merchant for additional charges, higher rates, or any other loss, expense or damage Merchant may incur directly or indirectly due to any such refusal, revocation or delay.
- 7.4 HPS will accept all customer service calls and other communications from Merchant, relating to the services provided under this Agreement including, but not limited to, equipment service, disbursement of funds, account charges, Merchant statements and Chargebacks. Merchant waives any claim relating to amounts charged to Merchant or amounts paid to unless presented within forty-five (45) days of statement date.

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- 7.5 HPS will process all requests for Sales Drafts and Chargebacks from Card Issuers and will provide Merchant with prompt notice of requests and Chargebacks.

8. Chargebacks

- 8.1 Merchant agrees to pay HPS the actual amount of any Transaction processed by HPS pursuant to this Agreement whenever any Card or Debit Transaction is reversed.
- 8.2 Merchant agrees to pay HPS any fees or fines imposed on HPS resulting from Chargebacks and any other fees or fines imposed with respect to or resulting from acts or omissions of Merchant.
- 8.3 HPS agrees to mail or electronically transmit all Chargeback documentation to Merchant promptly at Merchant's address shown in the Application. Merchant is responsible for verifying its monthly statement and its daily deposit for Chargebacks and Chargeback handling fees pursuant to this Agreement. Merchant shall notify HPS in writing within forty-five (45) days after any debit or credit is or should have been affected. If Merchant notifies HPS after such time, HPS shall not have any obligation to investigate or effect any such adjustments. Any voluntary efforts by HPS to assist Merchant in investigating such matters after the 45 day notification has expired, shall not create an obligation to continue such investigation or any future investigation. Merchant must provide all information requested by HPS by the time specified in a request for information; failure to do so shall constitute a waiver by Merchant of its ability to dispute or reverse a Chargeback or other debit, and Merchant shall be solely responsible. If HPS elects, in its sole discretion, to take action on a Chargeback or other debit after the time specified to respond has expired, Merchant agrees to pay all costs incurred by HPS. Merchant agrees to pay HPS a processing fee for Sales Draft retrieval requests at HPS discretion.

9. Limitation of Liability: Due Care

- 9.1 Except as provided in section 9.4 hereof, HPS's sole liability to Merchant hereunder shall be to correct, to the extent reasonably practical, errors that have been caused by HPS, except that any claim by the Merchant relating to statement accuracy or amounts owed by HPS to the Merchant is waived unless presented within forty-five (45) days of statement date.
- 9.2 No claim for damages for any performance or failure of performance by HPS under this Agreement shall exceed the Convenience Fee amount and any other fees or charges paid to HPS in connection with the Card Transaction that is the subject of the alleged failure of performance.
- 9.3 IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR SPECIAL, CONSEQUENTIAL, INDIRECT, OR EXEMPLARY DAMAGES, INCLUDING LOST PROFITS, REVENUES, AND BUSINESS OPPORTUNITIES. THE PROVISIONS OF THIS PARAGRAPH SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT. Without limitation of the foregoing, HPS shall not be liable to Merchant for delays in data transmission. Merchant acknowledges that any losses pursuant to this Agreement are commercial in nature.
- 9.4 HPS MAKES NO WARRANTY WHATSOEVER REGARDING CARD AUTHORIZATIONS, DECLINES OR REFERRAL CODES, RESPONSES TO REQUESTS FOR AUTHORIZATION, PROCESSING, SETTLEMENT, OR ANY OTHER SERVICES PROVIDED BY OR ON BEHALF OF HPS HEREUNDER, AND HPS HEREBY DISCLAIMS ANY AND ALL SUCH WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, TITLE, NON-INFRINGEMENT, OR FITNESS FOR A PARTICULAR PURPOSE, and HPS shall have no liability to Merchant or any other person for any loss, liability or damage arising directly or indirectly in connection herewith. Without limitation of the foregoing, Merchant acknowledges that HPS has no liability or responsibility for the actions of any Card Scheme, Card Issuer or Cardholder.
- 9.5 Neither Party shall be liable for delays in processing or other non-performance caused by such events as fires; telecommunications failures; equipment failures; strikes; riots; war; non-performance of vendors, suppliers, processors or transmitters of information; acts of God or any other causes over which the Party has no control.

10. Display of Materials: Trademarks

- 10.1 If permissible under state law, Merchant agrees to prominently display the promotional materials provided by HPS in its place(s) of business or on an eCommerce site whereby Card Scheme logos must prominently be displayed. Use of

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promotional materials and use of any trade name, trademark, service mark or logo type ("Marks") associated with Card(s) shall fully comply with specifications contained in applicable Card Scheme operating regulations.

- 10.2 Merchant shall not use any promotional materials or Marks in any way that suggests or implies that a Card Scheme endorses Merchant's products or services.
- 10.3 Merchant agrees that it will discontinue use of any Mark of a Card Scheme wherever such Marks are displayed, including on the Merchant's website(s), once (a) the Agreement is terminated or expires or (b) Merchant discontinues acceptance of a Card or participation in a Card Scheme Program.

11. Term: Termination

- 11.1 This Agreement shall become effective upon acceptance of the first Merchant deposit by HPS and shall continue in effect for a term of sixty (60) months therefrom. Thereafter, the Agreement will automatically renew for additional twelve (12) month periods unless terminated by any party by giving ninety (90) days written notice prior to the end of any term, except that in case of an Event of Default by Merchant or as required by a Card Scheme, this Agreement may be terminated by HPS immediately, and HPS shall give Merchant written notice within ten (10) days thereafter.
- 11.2 In the event HPS fails to provide the Services as stated herein, prior to exercising any right of termination, Merchant must (i) notify HPS of such breach; (ii) give HPS a reasonable period to cure, depending on the nature of the breach. The parties shall agree on the duration of such reasonable period in writing; and if, HPS is unable to cure within such time, Merchant may terminate the Agreement subject to the terms herein.
- 11.3 If any of the following events shall occur (each an "Event of Default"):
- (i) Merchant shall default in any material respect in the performance or observance of any term, covenant, condition or agreement contained in this Agreement; or
 - (ii) A reasonable belief by HPS that Merchant will constitute a risk to HPS by failing to meet the terms of this Agreement; or
 - (iii) Material adverse change in the business, financial condition, business procedure or services of Merchant; or
 - (iv) any information contained in the Application was or is incorrect in any material respect, is incomplete or omits any information necessary to make such information and statements not misleading to HPS; or
 - (v) irregular Card sales or credits by Merchant, Card sales substantially greater than the average ticket amount stated on Merchant's Application, excessive Chargebacks or any other circumstances which in the sole discretion of HPS, may increase the risk of Merchant Chargebacks or otherwise present a financial or security risk to HPS; or
 - (vi) reasonable belief by HPS that Merchant is engaged in practices that involve elements of fraud or conduct deemed to be injurious to Cardholders, including, but not limited to fraudulent, prohibited or restricted Transaction(s); or
 - (vii) any voluntary or involuntary bankruptcy or insolvency proceedings involving Merchant, its parent or an affiliated entity, or any other condition that would cause HPS to deem Merchant to be financially insecure; or
 - (viii) Merchants engages in any Outbound Telemarketing Transactions; or
 - (ix) Merchant or any other person owning or controlling Merchant's business is or becomes listed in any Card Scheme's security reporting;

Then, upon the occurrence of any Event of Default, all amounts payable hereunder by Merchant to HPS shall be immediately due and payable in full.

- 11.4 In the event of termination, regardless of cause, Merchant agrees that (a) all obligations and liabilities of Merchant with respect to any Sales Draft or Credit Voucher presented prior to the effective date of termination shall survive such termination and expressly authorizes HPS to withhold and discontinue the deposit to Merchant's Account for all Card and other payment transactions of Merchant in the process of being collected and deposited; and (b) it will discontinue all use of Marks of a Card Scheme or HPS.
- 11.5 Merchant agrees that all obligations incurred or existing under the terms of this Agreement as of the date of termination, shall survive such termination. After the termination or expiration of the terms of the agreement, Client shall discontinue using and shall remove all hyperlinks, signs, displays or other materials containing the name or logo of HPS and/or its suppliers.
- 11.6 Neither the expiration nor termination of this Agreement shall terminate the obligations, or rights of the parties pursuant to provisions of the Agreement, which by their terms are intended to survive or be perpetual or irrevocable.
- 11.7 If any Event of Default shall have occurred and be continuing, HPS may, in its sole discretion, exercise all of its rights and remedies under in equity, contract or applicable law, including, without limitation, those provided in this Agreement.

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- 11.8 The provisions governing processing and settlement of Card Transactions, all related adjustments, fees and other amounts due from Merchant and the resolution of any related Chargebacks, will continue to apply after termination of this Agreement until all Card Transactions made prior to such termination are settled or resolved. Upon termination of this Agreement, Merchant agrees to promptly send HPS all data relating to Card Transactions made to the date of termination.

12. Terminated Merchant File

- 12.1 If Merchant is terminated for any of the reasons specified as cause by Visa, MasterCard and Discover Network, HPS may report Merchant's business name and the names and other identification of its principals to the Terminated Merchant File. Merchant expressly agrees and consents to such reporting, and HPS shall have no liability to Merchant for any loss, expense or damage Merchant may sustain directly or indirectly due to such reporting.

13. Notices

- 13.1 All notices and other communication required or permitted under this Agreement shall be deemed delivered when mailed first-class mail, postage prepaid, addressed to the Merchant at the address stated in the Application and to HPS at the address set forth below, or at such other address as the receiving party may have provided by written notice to the other:

Heartland Payment Systems

Attn: Customer Care
One Heartland Way
Jeffersonville, IN. 47130
1 (888) 963-3600

Bank Sponsors

Issues Regarding Credit Cards

Barclay Bank

125 South West Street
Wilmington, DE 19801
Phone #: 1 (201) 622-8990

The Bancorp Bank

409 Silverside Road, Suite 105
Wilmington, DE 19809
Ph #: 1 (302) 385-5000

Wells Fargo Bank, N.A.

1200 Montego
Walnut Creek, CA 94598
Phone #: 1 (925) 746-4167

Issues Regarding Debit Cards

Bay Bank

7151 Columbia Gateway Drive
Suite A
Columbia, MD 21046

14. Additional Terms

- 14.1 **Truth of Statements:** Merchant represents to HPS that all information and all statements contained in the Application are true and complete and do not omit any information necessary to make such information and statements not misleading to HPS.
- 14.2 **Entire Agreement:** This Agreement constitutes the entire understanding of HPS and Merchant and supersedes all prior agreements, understanding, representations, and negotiations, whether oral or written between them.
- 14.3 **Amendments:** Except as otherwise provided herein, no provision of this Agreement may be waived, amended or modified except in writing signed by an authorized representative of each party.

Revised: 11/20/14

- 14.4 No Waiver of Rights:** Any failure of a Party hereto to enforce any of the terms, conditions or covenants of this Agreement shall not constitute a waiver of any rights under this Agreement.
- 14.5 Section Headings:** All section headings contained herein are for descriptive purposes only, and the language of such section shall control.
- 14.6 Assignability:** Neither Party hereto may assign this Agreement directly or by operation of law, without the prior written consent of the non-assigning party, which consent shall not be unreasonably withheld. Either party may assign this Agreement to a parent, subsidiary, or affiliate without the other's consent. This Agreement shall be binding upon the parties hereto, their successors and permitted assigns. Any assignment without the prior written consent of the non-assigning party shall be void.
- 14.7 Damages:** In any judicial or arbitration proceedings arising out of or relating to this Agreement, including but not limited to these actions or proceedings related to the collection of amounts due from merchant, the providing party shall recover, in addition to all damages awarded, all court costs, fees and expenses of experts.
- 14.8 Relationship of the Parties:** Nothing contained herein shall be deemed to create a partnership, joint venture or, except as expressly set forth herein, any agency relationship between HPS and Merchant.
- 14.9 Severability:** If the performance by either party of any provision of this Agreement is determined to be unlawful or in violation of any state, federal or local statute, law, ordinance, regulation or rule, or of the rules of any Card Scheme, said party shall seek to cure the illegality or violation within thirty (30) days following the date that such party is first informed of such violation or illegality. If such cure is not affected within such thirty (30) days period, the illegal or violating provision shall be null and void, and this Agreement shall remain in full force and effect and the parties shall use their best efforts to agree upon legal and non-violating substituted provisions that will serve the intent of the parties.
- 14.10 Privacy Policy:** All financial and personal information about Merchant and a Merchant's vendors and suppliers, is considered confidential data. Merchant acknowledges and agrees that this information or other personal information will be used only in connection with the services provided by HPS and third parties designated by HPS to Merchant under the terms of this agreement and the performance of this Agreement. Notwithstanding the foregoing or anything else contained herein, Merchant information may be provided by HPS to any third party including but not limited to, Card Schemes, collection agencies, financial institutions or organizations, or merchant associations in the event of a default by merchant in any obligation under this agreement.
- 14.11 Governing Law:** This Agreement shall be construed and governed by the laws of the state of in which the government or public educational entity is located without regard to legal principles related to conflict of laws.
- 14.12 Jurisdiction & Venue:** Any suit, action or proceeding (collectively "action") arising out of or relating to this Agreement shall be brought only in the courts of the state of which the government or public educational entity is located or in the applicable United States District Court. The parties hereto agree and consent to the personal and exclusive jurisdiction of said courts over them as to all such actions, and Merchant further waives any claim that such action is brought in an improper or inconvenient forum. In any such action, the parties waive trial by jury.
- 14.13 No Third Party Beneficiary.** Under no circumstance, shall any third party be considered a third party beneficiary of Merchant's rights or remedies under this Agreement or otherwise be entitled to any rights or remedies of Merchant under this Agreement.
- 14.14 Changes:** HPS may change the terms of or add new terms to this Agreement at any time in accordance with applicable law. Any such changes or new terms shall be effective when notice thereof is given by HPS either through written communication or on its merchant website located at www.HeartlandInfoCentral.com.
- 14.15 Public Statements.** Merchant shall obtain the prior written consent of HPS prior to making any written or oral public disclosure or announcement, whether in the form of a press release or otherwise, which directly or indirectly refers to HPS.

15. Optional Card Brand Fees

Convenience Fee: A fee charged to the Cardholder by the Merchant for a true convenience for accepting a credit or debit card. Examples of a "true convenience" are payment through the internet, mail order or phone order. All Card Schemes allow Merchants to charge a convenience fee. All Card Schemes must be charged equally. The Merchant is required to disclose the fee to the Cardholder and provide the Cardholder with the opportunity to cancel the Transaction, if the Cardholder does not want to pay the convenience fee. In addition to the foregoing, (i) Visa requires Merchants to have a brick and mortar location in order to be allowed to charge a convenience fee; (ii) MasterCard requires processors to register

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any Government or Education merchant; and (iii) AMEX requires that the convenience fee be shown as a separate charge on the Cardholder's receipt for the goods or services.

Surcharge: A charge in addition to the initial amount of the sale on a credit card to cover the Merchant's cost of acceptance. All Card Schemes allow surcharging. Visa, MasterCard and Discover require Merchants to register with the Card Schemes. The Merchant is required to disclose the fee at the entry of their establishment and at the point of sale. The cardholder must be given the opportunity to cancel the Transaction if they do not want to pay the surcharge fee. The amount of the charge cannot exceed the amount of the Merchant's discount fee on Visa, MasterCard and Discover and is capped at 4%. The surcharge must appear on the sales receipt separately from the sales amount. All Card Schemes must be charged equally. Currently there are several states that prohibit surcharging. Merchants should check their state and local laws prior to initiating a surcharge.

Service Fee: Visa allows government and education Merchants to charge a different type of fee called a "service fee". This fee is assessed for accepting payments for taxes, fees and fines for government MCCs and for tuition, room and board, lunch programs, etc. for education MCC Merchants. The service fee can be charged on credit and debit Transactions, in a face-to-face or card not present environment. The service fee must appear separate from the sales amount on the receipt. Merchants must be registered through Visa. Service fee must be disclosed prior to completion of the transaction, allowing the cardholder to cancel the Transaction if they do not wish to accept the service fee. MasterCard allows government and education merchants to charge "convenience fees" and has no separate "service fee" for these MCCs.

Other Fees: Handling fees and payment fees are allowed on all Card Schemes as long as these fees are charged on all payment channels; cash, checks, ACH, etc. These are not governed by the Card Schemes specifically. State and local laws may apply and merchants should ensure the fees are allowed in their area of business.



Trip Reference Checklist

Wisdom Lane Middle School · Philadelphia 6th Grade Class Trip · May 18, 2017 - May 19, 2017

David Radtke, Group Leader

<u>Date</u>	<u>Description</u>
<input type="checkbox"/> Today	Please sign and fax back the Booking Form Agreement
<input type="checkbox"/> Tomorrow	Copy and distribute Registration Packets
<input type="checkbox"/> 10/28/16	Login to CTA anytime to check registration status (password required)
<input type="checkbox"/> 11/11/16	Registration deadline (an extension may be available)
<input type="checkbox"/> 01/06/17	Second installment payment due (CTA sent advance invoices)
<input type="checkbox"/> 02/06/17	Prepare final individual fundraising proceeds (deadline in 2 weeks)
<input type="checkbox"/> 02/13/17	Third installment payment due (CTA sent advance invoices)
<input type="checkbox"/> 02/17/17	Prepare room assignments (Room List due in 2 weeks)
<input type="checkbox"/> 02/20/17	Final deadline of individual fundraising proceeds accepted by CTA
<input type="checkbox"/> 03/03/17	Room List due to CTA via Online submission (click Room List)
<input type="checkbox"/> 03/13/17	Final payment due (CTA sent advance invoices)
<input type="checkbox"/> 05/11/17	Your CTA Rep or Trip Director will contact you sometime this week
<input type="checkbox"/> 05/20/17	Thank you for submitting your Trip Evaluation

Contact Valerie Phillips if you have a question about any item above



Curriculum Travel of America, Inc.

Professionally Designed Educational Tours

Allentown, PA - 800-541-6606 (fax: 610-395-8693)

Long Island, NY - 866-541-6606 (fax: 516-342-1661)

www.CTAfieldtrips.com

5.5.a

BOOKING FORM AGREEMENT: OVERNIGHT TRIP

Group Leader: David Radtke **Group:** Wisdom Lane Middle School, 120 Center Lane, Levittown, NY 11756

On 10/25/2016 David Radtke of Wisdom Lane Middle School requested that CURRICULUM TRAVEL OF AMERICA, INC. arrange a field trip to: **Philadelphia 6th Grade Class Trip** from **05/18/2017** to **05/19/2017** that will include: Motorcoach Transportation (4), 1 Nights Lodging, 4 Meals (see itinerary for specifics), Adventure Aquarium - Camden, NJ (General Admission), *Citizens Bank Park Stadium (Group tour (pending)), Dave and Busters Philadelphia (Eat and play including \$10 power card; Includes 48 chips plus unlimited video game play), Franklin Court (Ghost Structure and Print Office), Independence Hall guided tour (Advance ticket purchase (confirmed)), Philadelphia Museum of Art (exterior visit), Philadelphia Walking Tour (Liberty Bell Pavilion and Carpenters Hall), 3 Security Guards and services of 4 CTA Trip Director(s) throughout. (*pending confirmation)

DEPART: at 7:00am on 05/18/2017 and **RETURN:** at 5:00pm on 05/19/2017 from/to Wisdom Lane M.S.

RATES: The agreed per-student trip prices are \$332 quad, \$352 triple, \$391 double occupancy, and \$508 single occupancy, and the agreed per-adult trip prices are \$332 quad, \$352 triple, \$391 double occupancy, and \$508 single occupancy, based on a minimum group size of 170 paying persons and includes 17 free trips (sharing 10 rooms).

PAYMENT SCHEDULE: Payments are due as follows: \$75.00 per person due by 11/11/16; \$90.00 per person due by 01/06/17; \$90.00 per person due by 02/13/17. Final payment is due to CTA by 03/13/17. All payments are made direct to CTA via our Online payment gateway or US Mail. A copy of the Registration List will be available as needed to David Radtke via the CTA secure website.

ROOM LIST: A copy of the completed ROOM LIST is due to CTA by 03/03/2017

REFUND POLICY: Without Individual Cancellation Waiver, all payments are 100% nonrefundable. In the unlikely event that CTA cancels the trip, a full refund will be issued.

INSURANCE: If requested, CTA agrees that it shall provide the Board of Education with a Certificate of Insurance in the amount of \$1,000,000 naming the Board of Education as an additional insured.

RESPONSIBILITY: Curriculum Travel of America, Inc. ("CTA") acts as an agent for educational and travel related suppliers in all matters relevant to transportation, meals, lodging accommodations, entertainment, attractions, sightseeing, and other tour related features on behalf of David Radtke and Wisdom Lane Middle School. As an agent CTA has no control over the personnel, actions, facilities, or equipment of such suppliers and accepts no responsibility or liability for loss, damage, personal injury, accident, inconvenience, delay, or irregularity, regardless of the cause, related to, or during a trip. CTA recommends baggage and cancellation insurance for all overnight trips. CTA retains the rights to substitute any tour component with another of comparable or better value, and to cancel any trip at any time and provide all participants with a full refund.

- NOTE: 1. Price changes beyond the control of CTA may increase trip price.
2. This agreement must be validated by CTA to be binding.
3. Fuel surcharge may apply up to 45-days prior to departure for any transportation provided

SIGN AT "X" BELOW AND RETURN ONE COPY TO CTA TO HOLD YOUR GROUP'S SPACE.

X

1

Date

[digital signature on file]

10/25/2016

For CTA: Valerie Phillips

CTA Validation Officer

CTA Validation Date

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Attachment: Wisdom Lane MS Phil 2017 (2469 : Out of State Field Trip)



Curriculum Travel of America, Inc.

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Allentown, PA - 800-541-6606 (fax: 610-395-8693)

Long Island, NY - 866-541-6606 (fax: 516-342-1661)

www.CTAfieldtrips.com

Preliminary Itinerary - Philadelphia 6th Grade Class Trip : May 18, 2017 - May 19, 2017 Wisdom Lane Middle School

<i>Thu.</i> 05/18	06:15 AM	Meet 4 buses from J+R Tours at Wisdom Lane MS
	06:16 AM	Equipment inspection; driver Abstract/CDL verification: Trans. Dept requirement
	07:00 AM	Prompt Departure: from school
	10:45 AM	INHP Bus Lot: Arrive Philadelphia; meet CTA Trip Director(s)
	11:00 AM	Bourse: food court lunch \$10 cash back
	11:45 AM	Philadelphia Walking Tour: Liberty Bell Pavilion and Carpenters Hall
	12:45 PM	Security Checkpoint: Congress Hall + Great Essentials Exhibit
	01:45 PM	Independence Hall guided tour: Advance ticket purchase (confirmed)
	02:45 PM	Franklin Court: Ghost Structure and Print Office
	03:15 PM	INHP Bus Lot: meet bus(es), depart for Art Museum
	03:30 PM	Philadelphia Museum of Art: exterior visit
	04:00 PM	Meet bus(es): depart for hotel
	04:30 PM	Embassy Suites Philadelphia Airport: Check In
	05:45 PM	Meet bus(es): depart hotel
	06:30 PM	Dave and Busters Philadelphia: pizza bites, chicken nuggets, mini burgers, pretzel dogs, BBQ potato chips, pasta marinara, drink
<i>Fri.</i> 05/19	07:30 PM	Dave and Busters Philadelphia: Eat and play including \$10 power card; Includes 48 chips plus unlimited video game play
	09:00 PM	Meet bus(es): return to hotel
		3 Private Security Officers on duty all night
	07:30 AM	Embassy Suites Philadelphia Airport: Full American breakfast buffet
	08:15 AM	Embassy Suites Philadelphia Airport: Check Out
	08:45 AM	Meet bus(es): depart hotel
	09:30 AM	Citizens Bank Park Stadium: Group tour (pending)
	11:30 AM	Adventure Aquarium - Camden, NJ: General Admission
	01:00 PM	Adventure Aquarium: \$10 lunch voucher provided (stagger groups)
	02:00 PM	Meet bus(es): depart for home; farewell to CTA Trip Director(s)
	05:00 PM	Bus drop off at Wisdom Lane MS

Time and order of activities may change during the trip; items marked pending awaiting final confirmation.

Prepared for Wisdom Lane Middle School by Valerie Phillips at CTA on October 25, 2016



Trip Reference Checklist

Wisdom Lane Middle School · Boston 7th Grade Class Trip · May 11, 2017 - May 12, 2017

Cheryl Belz, Group Leader

<u>Date</u>	<u>Description</u>
<input type="checkbox"/> Today	Please sign and fax back the Booking Form Agreement
<input type="checkbox"/> Tomorrow	Copy and distribute Registration Packets
<input type="checkbox"/> 02/12/16	Prepare room assignments (Room List due in 2 weeks)
<input type="checkbox"/> 02/26/16	Room List due to CTA via Online submission (click Room List)
<input type="checkbox"/> 10/28/16	Login to CTA anytime to check registration status (password required)
<input type="checkbox"/> 11/11/16	Registration deadline (an extension may be available)
<input type="checkbox"/> 01/06/17	Second installment payment due (CTA sent advance invoices)
<input type="checkbox"/> 02/03/17	Prepare final individual fundraising proceeds (deadline in 2 weeks)
<input type="checkbox"/> 02/10/17	Third installment payment due (CTA sent advance invoices)
<input type="checkbox"/> 02/17/17	Final deadline of individual fundraising proceeds accepted by CTA
<input type="checkbox"/> 03/10/17	Final payment due (CTA sent advance invoices)
<input type="checkbox"/> 05/04/17	Your CTA Rep or Trip Director will contact you sometime this week
<input type="checkbox"/> 05/13/17	Thank you for submitting your Trip Evaluation

Contact Valerie Phillips if you have a question about any item above



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www.CTAfieldtrips.com

5.5.b

BOOKING FORM AGREEMENT: OVERNIGHT TRIP

Group Leader: Cheryl Belz **Group:** Wisdom Lane Middle School, 120 Center Lane, Levittown, NY 11756

On 10/20/2016 Cheryl Belz of Wisdom Lane Middle School requested that CURRICULUM TRAVEL OF AMERICA, INC. arrange a field trip to: **Boston 7th Grade Class Trip** from **05/11/2017** to **05/12/2017** that will include: Motorcoach Transportation (4), 1 Nights Lodging, 5 Meals (see itinerary for specifics), Boston Duck Tour (Depart from Prudential Center - arrive 30 mins. prior), Boston Tea Party Ship and Museum (surcharge - after museum closing, Group admission), Fenway Park (Ballpark tour (confirmed; arrive 30-min prior)), Freedom Trail (Paul Revere statue+house (exterior), Old North Church, Copps Hill Burying Ground), Plimoth Plantation (self guided plantation tour), 2 Security Guards and services of 4 CTA Trip Director(s) throughout.

DEPART: at 6:30am on 05/11/2017 and **RETURN:** at 8:00pm on 05/12/2017 from/to Wisdom Lane M.S. (drivers to overnight near scho

RATES: The agreed per-student trip prices are \$359 quad, \$373 triple, \$402 double occupancy, and \$487 single occupancy, and the agreed per-adult trip prices are \$362 quad, \$376 triple, \$404 double occupancy, and \$490 single occupancy, based on a minimum group size of 165 paying persons and includes 16 free trips (sharing 9 rooms).

PAYMENT SCHEDULE: Payments are due as follows: \$75.00 per person due by 11/11/16; \$95.00 per person due by 01/06/17; \$95.00 per person due by 02/10/17. Final payment is due to CTA by 03/10/17. All payments are made direct to CTA via our Online payment gateway or US Mail. A copy of the Registration List will be available as needed to Cheryl Belz via the CTA secure website.

ROOM LIST: A copy of the completed ROOM LIST is due to CTA by 02/26/2016

REFUND POLICY: Without Individual Cancellation Waiver, all payments are 100% nonrefundable. In the unlikely event that CTA cancels the trip, a full refund will be issued.

INSURANCE: If requested, CTA agrees that it shall provide the Board of Education with a Certificate of Insurance in the amount of \$1,000,000 naming the Board of Education as an additional insured.

RESPONSIBILITY: Curriculum Travel of America, Inc. ("CTA") acts as an agent for educational and travel related suppliers in all matters relevant to transportation, meals, lodging accommodations, entertainment, attractions, sightseeing, and other tour related features on behalf of Cheryl Belz and Wisdom Lane Middle School. As an agent CTA has no control over the personnel, actions, facilities, or equipment of such suppliers and accepts no responsibility or liability for loss, damage, personal injury, accident, inconvenience, delay, or irregularity, regardless of the cause, related to, or during a trip. CTA recommends baggage and cancellation insurance for all overnight trips. CTA retains the rights to substitute any tour component with another of comparable or better value, and to cancel any trip at any time and provide all participants with a full refund.

- NOTE: 1. Price changes beyond the control of CTA may increase trip price.
2. This agreement must be validated by CTA to be binding.
3. Fuel surcharge may apply up to 45-days prior to departure for any transportation provided

SIGN AT "X" BELOW AND RETURN ONE COPY TO CTA TO HOLD YOUR GROUP'S SPACE.

X

Date

[digital signature on file]

10/20/2016

For CTA: Valerie Phillips

CTA Validation Officer

CTA Validation Date

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Attachment: Wisdom Lane MS Boston 2017 (2469 : Out of State Field Trip)



Preliminary Itinerary - Boston 7th Grade Class Trip : May 11, 2017 - May 12, 2017
Wisdom Lane Middle School

<i>Thu.</i> 05/11	06:00 AM	Meet 4 buses from Hampton Jitney at Wisdom Lane MS
	06:10 AM	Equipment inspection; driver Abstract/CDL verification: Trans. Dept requirement
	06:30 AM	Prompt Departure: from school
	08:15 AM	Holiday Inn Bridgeport CT: meet bus 1 CTA Trip Director
	10:30 AM	Charlton Service Area (I-90): bus 1 + 2 - food court meal (\$10 cash provided)
	11:00 AM	Natick Service Plaza I-90 Eastbound: bus 3 + 4 - food court meal (\$10 cash provided)
	12:15 PM	CTA Trip Director(s): meet trip directors 2, 3 & 4 at the Prudential Center
	01:00 PM	Boston Duck Tour: Depart from Prudential Center - arrive 30 mins. prior
	02:30 PM	Freedom Trail: Paul Revere statue+house (exterior), Old North Church, Copps Hill Burying Ground
	05:00 PM	Quincy Market Food Voucher: provided for dinner
	06:00 PM	Boston Tea Party Ship and Museum: Group admission
	08:00 PM	Meet bus(es): depart for hotel
	08:30 PM	Marriott Quincy: Check In
		2 Private Security Officers on duty all night
<i>Fri.</i> 05/12	07:00 AM	Marriott Quincy: Full American Breakfast Buffet
	08:00 AM	Marriott Quincy: Check Out
	08:30 AM	Meet bus(es): depart hotel
	09:30 AM	Fenway Park: Ballpark tour (confirmed; arrive 30-min prior)
	09:31 AM	CTA Trip Director(s): bus 1+2+3 Trip Directors depart group
	10:45 AM	Meet bus(es): depart for Plymouth, MA
	11:30 AM	Plimoth Plantation: self guided plantation tour
	02:00 PM	Plimoth Plantation: Traditional Thanksgiving Buffet
	03:00 PM	Meet bus(es): depart for home; bus 4 Trip Director departs group
	08:00 PM	Bus drop off at Wisdom Lane MS

Time and order of activities may change during the trip; items marked pending awaiting final confirmation.

Prepared for Wisdom Lane Middle School by Valerie Phillips at CTA on October 20, 2016

**Curriculum Travel of America, Inc.**

Professionally Designed Educational Tours

Allentown, PA - 800-541-6606 (fax: 610-395-8693)

Long Island, NY - 866-541-6606 (fax: 516-342-1661)

www.CTAfieldtrips.com

Trip Reference Checklist**Wisdom Lane Middle School · Washington, DC 8th Grade Class Trip · Jun 01, 2017 - Jun 02, 2017****Marie Lewis, Group Leader**

<u>Date</u>	<u>Description</u>
<input type="checkbox"/> Today	Please sign and fax back the Booking Form Agreement
<input type="checkbox"/> Tomorrow	Copy and distribute Registration Packets
<input type="checkbox"/> 02/19/16	Prepare room assignments (Room List due in 2 weeks)
<input type="checkbox"/> 03/04/16	Room List due to CTA via Online submission (click Room List)
<input type="checkbox"/> 10/28/16	Login to CTA anytime to check registration status (password required)
<input type="checkbox"/> 11/11/16	Registration deadline (an extension may be available)
<input type="checkbox"/> 01/13/17	Second installment payment due (CTA sent advance invoices)
<input type="checkbox"/> 03/03/17	Prepare final individual fundraising proceeds (deadline in 2 weeks)
<input type="checkbox"/> 03/17/17	Final deadline of individual fundraising proceeds accepted by CTA
<input type="checkbox"/> 03/17/17	Third installment payment due (CTA sent advance invoices)
<input type="checkbox"/> 04/07/17	Final payment due (CTA sent advance invoices)
<input type="checkbox"/> 05/25/17	Your CTA Rep or Trip Director will contact you sometime this week
<input type="checkbox"/> 06/03/17	Thank you for submitting your Trip Evaluation

Contact Valerie Phillips if you have a question about any item above



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Long Island, NY - 866-541-6606 (fax: 516-342-1661)

www.CTAfieldtrips.com

BOOKING FORM AGREEMENT: OVERNIGHT TRIP**Group Leader:** Marie Lewis **Group:** Wisdom Lane Middle School, 120 Center Lane, Levittown, NY 11756

On 10/25/2016 Marie Lewis of Wisdom Lane Middle School requested that CURRICULUM TRAVEL OF AMERICA, INC. arrange a field trip to: **Washington, DC 8th Grade Class Trip** from **06/01/2017** to **06/02/2017** that will include: Motorcoach Transportation (4), 1 Nights Lodging, 5 Meals (see itinerary for specifics), Arlington Cemetery (Walking tour (incl Kennedy graves and Tomb of Unknowns)), *Holocaust Museum (Permanent Collection (arranged by CTA; pending)), Memorial Walking Tour (Jefferson Memorial, Lincoln, Vietnam [with rubbing activity], and Korean War), Newseum (Group admission), Night Light Monument Tour (Pentagon 9/11 (walk from Pentagon Mall pedestrian tunnel) -or- FDR, ML King, Jr. + WWII Memorials), Smithsonian Museum (Air + Space or African American (each group chooses), American History Museum exhibits), White House (Photo stop (exterior)), 2 Security Guards and services of 4 CTA Trip Director(s) throughout. (*pending confirmation)

DEPART: at 6:00am on 06/01/2017 and **RETURN:** at 10:30pm on 06/02/2017 from/to Wisdom Lane M.S. (drivers will overnight at hotel)

RATES: The agreed per-student trip prices are \$309 quad, \$326 triple, \$361 double occupancy, and \$464 single occupancy, and the agreed per-adult trip prices are \$309 quad, \$326 triple, \$361 double occupancy, and \$464 single occupancy, based on a minimum group size of 174 paying persons and includes 16 free trips (sharing 9 rooms).

PAYMENT SCHEDULE: Payments are due as follows: \$75.00 per person due by 11/11/16; \$75.00 per person due by 01/13/17; \$75.00 per person due by 03/17/17. Final payment is due to CTA by 04/07/17. All payments are made direct to CTA via our Online payment gateway or US Mail. A copy of the Registration List will be available as needed to Marie Lewis via the CTA secure website.

ROOM LIST: A copy of the completed ROOM LIST is due to CTA by 03/04/2016

REFUND POLICY: Without Individual Cancellation Waiver, all payments are 100% nonrefundable. In the unlikely event that CTA cancels the trip, a full refund will be issued.

INSURANCE: If requested, CTA agrees that it shall provide the Board of Education with a Certificate of Insurance in the amount of \$1,000,000 naming the Board of Education as an additional insured.

RESPONSIBILITY: Curriculum Travel of America, Inc. ("CTA") acts as an agent for educational and travel related suppliers in all matters relevant to transportation, meals, lodging accommodations, entertainment, attractions, sightseeing, and other tour related features on behalf of Marie Lewis and Wisdom Lane Middle School. As an agent CTA has no control over the personnel, actions, facilities, or equipment of such suppliers and accepts no responsibility or liability for loss, damage, personal injury, accident, inconvenience, delay, or irregularity, regardless of the cause, related to, or during a trip. CTA recommends baggage and cancellation insurance for all overnight trips. CTA retains the rights to substitute any tour component with another of comparable or better value, and to cancel any trip at any time and provide all participants with a full refund.

- NOTE: 1. Price changes beyond the control of CTA may increase trip price.
2. This agreement must be validated by CTA to be binding.
3. Fuel surcharge may apply up to 45-days prior to departure for any transportation provided

SIGN AT "X" BELOW AND RETURN ONE COPY TO CTA TO HOLD YOUR GROUP'S SPACE.

X _____

Date

[digital signature on file] _____

10/25/2016

For CTA: Valerie Phillips

CTA Validation Officer

CTA Validation Date



Curriculum Travel of America, Inc.

Professionally Designed Educational Tours

Allentown, PA - 800-541-6606 (fax: 610-395-8693)

Long Island, NY - 866-541-6606 (fax: 516-342-1661)

www.CTAfieldtrips.com

Preliminary Itinerary - Washington, DC 8th Grade Class Trip : Jun 01, 2017 - Jun 02, 2017 Wisdom Lane Middle School

<i>Thu.</i> 06/01	05:15 AM	Students arrive at school: check in with chaperones; board preassigned buses
	05:30 AM	Meet 4 buses from Hampton Jitney at Wisdom Lane MS
	05:31 AM	Equipment inspection; driver Abstract/CDL verification: Trans. Dept requirement
	06:00 AM	Prompt Departure: from school
	10:15 AM	Maryland House I-95 plaza: Cash back \$10 lunch; meet CTA Trip Directors
	01:30 PM	White House: Photo stop (exterior)
	01:45 PM	Smithsonian Museum: Air + Space or African American (each group chooses)
	03:30 PM	Holocaust Museum: Permanent Collection (arranged by CTA; pending)
	05:45 PM	Memorial Walking Tour: Jefferson Memorial
	06:15 PM	Pentagon City Mall Food Court: Dinner voucher provided
	07:15 PM	Night Light Monument Tour: Pentagon 9/11 (walk from Pentagon Mall pedestrian tunnel) -or- FDR, ML King, Jr. + WWII Memorials
	08:15 PM	Meet bus(es): depart for hotel
	09:00 PM	Marriott Tysons Corner: Check In
		2 Private Security Officers on duty all night
<i>Fri.</i> 06/02	06:30 AM	Marriott Tysons Corner: Full American Breakfast (must conclude by 7:30)
	07:15 AM	Marriott Tysons Corner: Check Out
	07:30 AM	Meet bus(es): depart hotel
	08:00 AM	Memorial Walking Tour: Lincoln, Vietnam [with rubbing activity], and Korean War
	09:30 AM	Newseum: Group admission
	11:45 AM	Smithsonian Museum: American History Museum exhibits
	12:00 PM	Smithsonian American History Food Voucher: included for lunch
	01:30 PM	Arlington Cemetery: Walking tour (incl Kennedy graves and Tomb of Unknowns)
	03:30 PM	Meet bus(es): depart for home
	05:00 PM	Maryland House I-95 plaza: Drop off CTA Trip Director(s)
	05:45 PM	Delaware Welcome Ctr: Food court meal (\$15 cash provided)
	10:30 PM	Bus drop off at Wisdom Lane MS

Time and order of activities may change during the trip; items marked pending awaiting final confirmation.

Prepared for Wisdom Lane Middle School by Valerie Phillips at CTA on October 25, 2016



Levittown Public Schools

CONTRACT REQUEST FORM

Only the Board of Education is authorized to enter into contracts for the District. Please use this form when you need to get a vendor approved to perform services for the District. Please leave enough lead time in the process. The contract must go to the Board of Education prior to the services being performed. Additionally, a Purchase Order must be completed in Finance Manager (which can be done prior to contract approval). Once the Board of Education approves the contract, please include the date approved in the body of your Purchase Order (it streamlines the PO approval process and the audit of District payments). Thank You.

Vendor Name:	Dr. Suanne Kowal-Connelly
Date(s) of Service:	7/1/16 – 6/30/17
Description of Services:	Service Agreement
Rate for Services:	\$27,500
Annual Estimate cost at time of approval:	\$27,500
Prior Year Rate for Services:	\$15,000
Administrator Requesting:	Dr. Donald Sturz
Is the contract signed by the other party:	<u> X </u> Yes No
Is the contract dated by the other party:	<u> X </u> Yes No
Are there any attachments?	<u> X </u> Yes No
Budget Code (on purchase order):	A28154000
Purchase order #	163097

Routing:

1. Attorney review:	<u> Yes </u>
2. Department Administrator	<u></u>
3. Business Office Review	<u></u>
4. Board of Education Meeting date	<u> 11/2/16 </u>

Return to: **SPECIAL ED**

Attachment: Dr. Suanne Kowal Connelly (2470 : School Physician - Kowal-Connelly)

SERVICE AGREEMENT

THIS AGREEMENT made this 1st day of July 2016 by and between Levittown Union Free School district (hereinafter referred to as the "school District"), as the party of the first part, having its administrative offices located at Levittown Memorial Education Center, Abbey Lane, Levittown, New York 11756, and Dr. Suanne Kowal-Connelly (hereinafter referred to as the "SERVICE PROVIDER"), as the party of the second part, having his/her principal place of business for purposes of this Agreement located at 3467 Howard Blvd, Baldwin, NY 11510.

WITNESSETH:

WHEREAS, the School district is authorized to contract with individuals for the provision of services of a physician; and

WHEREAS, SERVICE PROVIDER is licensed as a medical doctor; and

WHEREAS, the School District desires that SERVICE PROVIDER provide services as a physician; and

WHEREAS, SERVICE PROVIDER is capable of and willing to provide the within services to the School District;

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

1. **TERM OF AGREEMENT:** This Agreement shall be and shall be deemed to have been, for all purposes, in effect for the period July 1, 2016 through June 30, 2017, unless terminated earlier.
2. **SCOPE OF SERVICES:** SERVICE PROVIDER shall serve as the District's school physician and medical expert fulfilling all those duties and responsibilities required under New York State law of one serving in such capacity and shall provide the District with, among other things, the following services:
 - (a) Conduct careful health examinations annually of all pupils of the District that are mandated by the State who do not present a family physician's certificate.
 - (b) Conduct, as provided in the Education Law, such examinations as are required for the issuance of employment certificates and vacation work permits.
 - (c) Review all accident reports and medical excuses from any of the physical activities connected with the School District's educational and extra-curricular program.
 - (d) Review adaptive physical plans when requested.

- (e) Upon School District request, review and make recommendations to the school administrators, including but not limited to, Director of Pupil Personnel Services and the Athletic Director with respect to health literature and health related materials used in the School District.
- (f) Recommend limitations on physical education for individual students and in confidence, consult with parents, teachers and pupils from time to time concerning the same. Information shall be released to teachers on a need to know basis and the physician shall release the minimum information necessary to protect the health and safety of the pupil.
- (g) Upon School District request, recommend the exclusion or readmission of pupils in connection with any infectious or contagious disease or otherwise.
- (h) When required, provide first aid to pupils and/or school employees.
- (i) Upon School district request, advise school administrators and school health service personnel on urgent public health issues, to the extent of the physician's expertise and knowledge.
- (j) Review and make recommendations to the School District pertaining to the update of policies governing procedures to follow in the event of an injury or emergency illness.
- (k) Be available during regular school hours by phone call from the nurse and registered nurses for major injuries or unusual problems.
- (l) Act as a liaison with local doctors, health agencies and other health groups, as necessary.
- (m) Attend meetings of the Board of Education upon request of the School District.
- (n) Upon School District request, attend Committee on Special Education (CSE) meetings.
- (o) Perform medical history, physical examinations, review of notes and testing from treating physicians for injured employees.
- (p) Provide medical supervision to the school health staff in such immunization programs and preventive health screening programs as may be mandated by State Law or Public Health Law.

3. PAYMENT: In full consideration for the services to be rendered by SERVICE PROVIDER to SCHOOL DISTRICT for the term of this Agreement, SCHOOL DISTRICT agrees to pay SERVICE PROVIDER the sum of TWENTY SEVEN THOUSAND FIVE HUNDRED (\$27,500.00) DOLLARS for the PROVIDER'S services during the term of this agreement.
4. INCOME TAX DESIGNATION AND INDEMNIFICATION: SCHOOL DISTRICT shall not withhold from sums payable to SERVICE PROVIDER under this Agreement any amounts for Federal, State, or local taxes including Federal or State income taxes, employment taxes (including Social Security and Medicare taxes), and unemployment taxes. SERVICE PROVIDER agrees that any tax obligation of SERVICE PROVIDER of SERVICE PROVIDER arising from the payments made under this Agreement will be SERVICE PROVIDER'S sole responsibility. SERVICE PROVIDER will indemnify SCHOOL DISTRICT for any tax liability, interest, and/or penalties imposed upon SCHOOL DISTRICT by any taxing authority based upon SCHOOL DISTRICT'S failure to withhold any amount from the payments for tax purposes.
5. LICENSE AND AUTHORIZATION: SERVICE PROVIDER warrants that he/she is and, as a condition of continued engagement, will remain, duly licensed and authorized to perform the services as described herein. Where applicable, SERVICE PROVIDER agrees to submit to SCHOOL DISTRICT proof or certification and/or professional licensing to provide services to Medicaid eligible school aged students, 5-21 years old, classified with a disability or suspected of having a disability for Medicaid reimbursement purposes. SERVICE PROVIDER further agrees to complete and submit, upon the request of SCHOOL DISTRICT, all forms to document the evaluation and services provided to Medicaid eligible school aged students, 5-21 years old, classified with a disability or suspected of having a disability for Medicaid reimbursement purposes.
6. SAVE LEGISLATION: SERVICE PROVIDER understands and agrees that he/she is responsible for complying with all applicable Federal, State, local statutes, rules, and ordinances including the New York State Safe Schools Against Violence in Education (SAVE) legislation. SERVICE PROVIDER shall adhere to all requirements and protocols as established by SCHOOL DISTRICT and the State Education Department of New York: to wit, but not limited to, fingerprinting. SERVICE PROVIDER must submit his/her social security number.
7. INDEPENDENT CONTRACTOR: All employees of SERVICE PROVIDER shall be deemed employees of SERVICE PROVIDER for all purposes and SERVICE PROVIDER alone shall be responsible for their work, personal conduct, direction, and compensation. SERVICE PROVIDER acknowledges that he/she will not hold him/herself, his/her officers, employees and/or agents out as employees of SCHOOL DISTRICT. SERVICE PROVIDER is retained by SCHOOL DISTRICT only for the purposes and to the extent set forth in this Agreement, and his/her relationship to SCHOOL DISTRICT shall, during the periods of its services hereunder, be that of an independent contractor. SERVICE PROVIDER shall not be considered as having employee status and shall not be entitled to

participate in any of SCHOOL DISTRICT'S workers' compensation, retirement, fringe benefits, unemployment insurance, liability insurance, health and/or disability insurance, or other similar employee benefit programs. Similarly, SERVICE PROVIDER, his/her officers, his/her employees and/or agents shall not be considered as having employee status for the purposes of any other rights, privileges or benefits derived from employment by SCHOOL DISTRICT. SERVICE PROVIDER agrees that this Agreement does not confer benefits of any nature whatsoever upon him/her other than payment for services provided herein. SERVICE PROVIDER shall not assert any claim for additional benefits of any nature, including, but not limited to, unemployment compensation benefits, by reasons of the services to be performed pursuant to this Agreement. SERVICE PROVIDER shall not be entitled to assert any claim to entitlements pursuant to any collective bargaining agreement now or hereafter in effect between SCHOOL DISTRICT and its employees.

8. TERMINATION NOTICE:

- a. This Agreement may be terminated by either party upon thirty (30) days written notice to the other party without cause.
- b. This Agreement may be terminated by the SCHOOL DISTRICT in the event of a material breach by SERVICE PROVIDER, upon three (3) days' written notice from the SCHOOL DISTRICT to SERVICE PROVIDER.

9. CONFIDENTIALITY: SERVICE PROVIDER, his/her employees, and/or agents agree that all information obtained in connection with the services provided for in this Agreement is deemed confidential information.

10. HIPAA: Both parties to this Agreement understand that they may receive and/or come into contact with *protected health information* as defined by the Health Insurance Portability and Accountability Act of 1996 (HIPAA). The Parties hereby acknowledge their respective responsibilities pursuant to HIPAA and, if necessary, shall execute a Business Associate Agreement in connection with such responsibilities.

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

12. INSURANCE PROVISION: SERVICE PROVIDER shall maintain Professional Errors and Omissions Insurance: \$1,000,000 per occurrence/\$2,000,000 aggregate for the acts of the PROVIDER performed in connection with his/her duties hereunder.

13. DISCRIMINATION: Services provided pursuant to this Agreement shall be provided without regard to race, creed, color, sex, sexual orientation, national origin, religion, age or disability.
14. GOVERNING LAW: This Agreement shall be covered by the laws of the State of New York.
15. AMENDMENT: This Agreement may be amended only in writing and signed by the parties.
16. NONWAIVER: No action or failure to act by SERVICE PROVIDER or SCHOOL DISTRICT shall constitute a waiver of a right or duty afforded them under the Agreement, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed in writing.

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

Date:

By: _____
 JAMES MORAN
 PRESIDENT, BOARD OF EDUCATION
 LEVITTOWN UNION FREE SCHOOL
 DISTRICT

Date:

10/26/16

By:


 DR. SUANNE KOWAL-CONNELLY

THIS CONTRACT SUPERSEDES ALL PREVIOUS CONTRACTS 10/19/16

Levittown Public Schools

CONTRACT REQUEST FORM

Only the Board of Education is authorized to enter into contracts for the District. Please use this form when you need to get a vendor approved to perform services for the District. Please leave enough lead time in the process. The contract must go to the Board of Education prior to the services being performed. Additionally, a Purchase Order must be completed in Finance Manager (which can be done prior to contract approval). Once the Board of Education approves the contract, please include the date approved in the body of your Purchase Order (it streamlines the PO approval process and the audit of District payments). Thank You.

Vendor Name: Crest Hollow Country Club

Date(s) of Service: June 9, 2018

Description of Services: Senior Prom

Rate for Services: \$99.00

Number of Students: 375

Annual Estimate Cost at time of approval: \$

Prior Year Rate for Services: \$100 per student

Administrator Requesting: Todd Winch, Assistant Superintendent for Instruction

Is the contract signed by the other party:

Yes

No

Is the contract dated by the other party:

Yes

No

Are there any attachments?

Yes

No

Budget Code (on purchase order):

Purchase order #

Routing:

1. Attorney review:

10/25 OK

2. Department Administrator

10/25

3. Business Office Review

Wally P. P.

4. Board of Education Meeting date

Return to: Susan Garibaldi

Kindly sign on reverse side and return white copy with \$ 200⁰⁰ deposit, on or before **THANK YOU.**

Add'l Deposits:

DATE	AMT



8325 JERICHO TURNPIKE WOODBURY, L.I., N.Y. 11797 (516) 692-8000 FAX (516) 692-8013

Deposit Rec'd.

Received by

Date

Name of Engager: Board of Education of Levittown Public Schools
Address: Mac Arthur High School
 Old Jerusalem Avenue
 Levittown, NY 11756
Telephone: (516) 520-8450 **FAX:**
Title of Function: Senior Prom
Guarantee: 375 Guests
Price Per Person \$99.00 **Plus 10% Facility Fee* Plus all Sales Tax**
Date: Sat. - June 9, 2018
Time: 6:00pm to 11:00pm
Place: Grand Ballroom
Add'l Contact: Ms. Nicole Savage
Cell: (631) 774-8279
Email: nsavage@levittownschools.com
Email:

~ Unlimited Soft Drinks, Punch & Virgin Frozen Tropical Drink Bar ~

"COKETAIL" HOUR - Outdoors, weather permitting or Self

Assortment of Butler Passed Hot Hors d'oeuvres
 Cold Display Station

SITDOWN DINNER

House Garden Salad - Traditional tossed salad with sliced cucumbers, tomatoes
 and homemade garlic croutons with choice of Balsamic Vinaigrette or Dijon Dressing

Main Course - Each Guest Will have a Choice of:

NY Medallions of Beef served with Fresh Vegetables and Potatoes
 or Chicken Parmigiana served with Penne Pasta and Homemade Garlic Bread
 ~ Vegetarian and Gluten Free Entrees will be available upon request *

*** DESSERT ***

Ice Cream Sundae Bar with Assorted Toppings
 Freshly Brewed Regular & Decaf. Coffee and Tea

Up to 20 Faculty (including School Security) @ 1/2 Price

DJ & Photographer Meals @ 1/2 Price

CHCC Security Guards @ \$210.00 Per Guard
 (1 for every 100 Students Required)

**** Two Free Prom Bids Included - Once Minimum Guarantee is Reached ****

Final payment due on or before 7-Jun-18

Attachment: Crest Hollow Country Club Contract (2474 : Contract for Prom Venue)

CONDITIONS

1. Any agreement for cancellation must be in writing signed by both parties.
2. Caterer shall have the right to make substitution in the menu for any items which cannot be reasonably and readily obtainable in the open market.
3. This contract is not transferable by Customer without the written consent of Caterer. The deposit, paid hereunder, is not refundable.
4. _____ Customer will not permit any alcohol or beverages or food to be brought in to the engaged premises without Caterer's written consent.
5. _____ Customer agrees that he and his guests will comply with all the Rules and Regulations adopted by the Caterer for the conduct of the affair. The attendance must be definitely specified two days in advance and must at least be the number guaranteed. The amount given two days before will represent the amount billed for and is not subject to reductions. charges will be made accordingly.
6. _____ A deposit of twenty-five percent of the agreed upon engagements and the balance must be paid 48 hours prior to the event.
7. Caterer is not responsible for personal property brought or left here following engagement.
8. All outside service persons (photographers/video persons/bands/trade show people etc.) to submit a one million dollar liability insurance certificate two months prior to the event. Include Crest Hollow Country Club at Woodbury, Inc. as additional insured. Current certificate of Workers Compensation Insurance must be submitted six weeks prior to the event.
9. _____ The Facility Fee offsets costs incurred by the caterer for use of the facility and costs associated with planning the event. The Facility Fee is not a gratuity and will not be distributed, in whole or in part, as a gratuity to any employee, including any employee who provides service to guests. The Facility Fee is retained solely by the caterer. No gratuities are included in the price of the event. Gratuities are not expected or required. The Facility Fee is imposed on the total cost of the event (price per person and any additional charges incurred through the date of the event) ~~and is subject to sales tax.~~ *Tax Exempt*
10. Host agrees to appropriately care for the fixtures, furnishings, real and personal property in the premises.
11. Host assumes responsibility for any and all losses, damages, and bodily injury caused by them or any of their guests, invitees, or any other persons attending.
12. CHCC is not liable for any damages or loss to parked cars.
13. CHCC shall have no responsibility or liability for failure to supply any service or to otherwise comply with this contract when prevented from so doing by strikes, fire, accidents or any cause beyond CHCC's reasonable control or by orders or regulations of any government authority, or failure of fuel supply, water, gas, electricity or air conditioning.
14. CHCC retains the right to substitute another room comparable in size in lieu of the room contracted for if, due to unanticipated circumstances, the room contracted for is unavailable.
15. This Agreement shall be construed in accordance with and governed by the laws of the State of New York. In respect of any dispute between the parties regarding the subject matter hereof, the parties hereby irrevocably consent and submit to *in personam* jurisdiction in the courts of New York, County of Nassau. The adjudication of any dispute arising between the parties will be decided by a judge in the appropriate court sitting without a jury.

"Final count and payment in full 48 hours prior"

JANINE DION for
CREST HOLLOW COUNTRY CLUB at Woodbury, Inc.

Dated: _____

Accepted By _____ (Host)

Dated: _____

LEVITTOWN PUBLIC SCHOOLS
OBSOLETE EQUIPMENT EXCESS FORM

Date Submitted:

School/Program: Division Avenue/FACS

Requested by:

Joanne Galterio 9/29/2016

Name

Signature _____

Approved by: John Coscia

Approved by:

Frank Creter

Director

Signature

Principal

Signature _____

Item	Model	Inventory control #	Serial #	Reason for Excess	Date Item Out of Service	Date of Orig Purchase	Cost of Orig Purchase	Estimated Repair Costs	Est Replacement Costs
Kenmore Freezer	25326082100	N/A	WB71740662	Purchasing a new unit would be more cost effective than repair					
				Details: Purchasing a new unit is cost effective					
				Details:					
				Details:					
				Details:					
				Details:					
				Details:					
				Details:					
				Details:					
				Details:					
				Details:					
				Details:					
Reasons: Broken beyond repair Purchasing a new unit would be more cost effective than repair Repair components no longer available Unit doesn't conform to instructional or safety standards Unit is outdated and more efficient units are available					Final Disposition of Item(s): Date of Disposal:		Total Number of Items 		1

Attachment: Obsolete Equipment Division_FACS (2457 : Obsolete Equipment)

Rev. 3/13

LEVITTOWN PUBLIC SCHOOLS
OBSOLETE BOOK EXCESS FORM

School/Program: DAHS - Business Dept.

Approved by:

Signature

Requested by: John Towers

Date Submitted:

[illegible]**Reasons for Excess:**

Outdated Material

Pages Ripped Beyond Repair

Broken Binding


Total Number:

Date of Disposal:

LEVITTOWN PUBLIC SCHOOLS
OBSOLETE BOOK EXCESS FORM

School Program: Mac Arthur HS Library
Approved by: _____
Print Name: _____ Signature: _____

Requested by: _____
Name: Thomas D'Ambrasio
Date Submitted: 10/24/16

Title	Author	Publisher	Publication Date	Reason for Excess
165 Books				
See Attached				
				

Reasons for Excess:
Outdated Material
Pages Ripped Beyond Repair
Broken Binding

Total Number: 165 Books
Date of Disposal: _____

Attachment: Obsolete Library Books - MacArthur (2468 : Obsolete Library Books)

11:56 AM

10/24/2016

Items Currently Marked For Deletion

Title	Author	Publisher	Pub Date	Bar Code	Reason For Excess
Get free cash for college 2007.		SuperCollege,	2007.	XK270025951	Pages Ripped Beyond Repair
Mysteries from the past;	Aylesworth, Thomas G.	Published for the American M	[1971].	XK270005462	Outdated Material
Mysterious places.	Cohen, Daniel,	Dodd, Mead	[1969].	XK270005463	Pages Ripped Beyond Repair
A short and remarkable history of New York Ci	Mushabac, Jane.	Fordham University Press,	1999.	XK270023330	Outdated Material
Sense and sensibility /	Austen, Jane,	New American Library,	c1961.	XK270007798	Pages Ripped Beyond Repair
Another country.	Baldwin, James,	Dial Press,	1962.	XK270007815	Pages Ripped Beyond Repair
Adventures of Augie March /	Bellow, Saul.	Fawcett,	1970, c194'	XK270007846	Pages Ripped Beyond Repair
The good earth /	Buck, Pearl S.	John Day,	c1949, c19'	XK270007943	Broken Binding
The plague;	Camus, Albert,	A. A. Knopf,	1948.	XK270007991	Pages Ripped Beyond Repair
The red badge of courage, and other stories.	Crane, Stephen,	Dodd, Mead	[1957].	XK270008157	Pages Ripped Beyond Repair
The Pickwick papers /	Dickens, Charles.	New American Library,	1964.	XK270008232	Broken Binding
The Sherlock Holmes Mysteries.	Doyle, Arthur Conan,	NAL,	1987.	XK270008262	Pages Ripped Beyond Repair
Rebecca.	Du Maurier, Daphne,	Avon	[c1938].	XK270008281	Broken Binding
Adam Bede,	Eliot, George,	Dodd, Mead	[1949].	XK270008313	Broken Binding
Middlemarch /	Eliot, George.	Houghton Mifflin,	1956.	XK270008323	Broken Binding
Middlemarch /	Eliot, George.	Houghton Mifflin,	1956.	XK270008324	Broken Binding
Three famous short novels.	Faulkner, William,	Vintage Books,	1961, c194'	XK270008354	Broken Binding
Paper money /	Follett, Ken.	New American Library,	1987, c197'	XK270008384	Broken Binding
Dead souls /	Gogol', Nikolai Vasil'evich	The Modern library,	1960.	XK270012614	Broken Binding
The house of seven gables /	Hawthorne, Nathaniel.	Bantam Books,	1985.	XK270008550	Broken Binding
The house of the seven gables.	Hawthorne, Nathaniel,	Dodd, Mead	[1950].	XK270008549	Pages Ripped Beyond Repair
Mythago wood /	Holdstock, Robert.	Arbor House,	c1984.	XK270008632	Outdated Material
Pillar of the sky :	Holland, Cecelia,	Knopf,	1985.	XK270008633	Outdated Material
The rains of Eridan /	Hoover, H. M.	Avon,	1979, c197'	XK270008641	Outdated Material

Page: 1

- 1.Outdated Material
- 2.Pages Ripped Beyond Repair
- 3.Broken Binding

Title	Author	Publisher	Pub Date	Bar Code	Reason For Excess
Hunchback of Notre Dame /	Hugo, Victor Marie.	Dodd, Mead & Co.,	1947.	XK270008660	Pages Ripped Beyond Repair
Les miserables /	Hugo, Victor Marie.	Dodd, Mead and Co.,	1960.	XK270008661	Pages Ripped Beyond Repair
Babbitt /	Lewis, Sinclair,	Harcourt, Brace & World,	c1950.	XK270008850	Broken Binding
Cakes and ale /	Maugham, W. Somerset.	Pocket Books,	1964.	XK270008948	Pages Ripped Beyond Repair
Of human bondage /	Maugham, William Somer	Pocket Books,	1966.	XK270008949	Broken Binding
Snow White and Rose Red /	McBain, Ed,	Holt, Rinehart & Winston,	c1985.	XK270008959	Outdated Material
Mutiny on the Bounty,	Nordhoff, Charles,	Little, Brown, and company,	1932.	XK270009075	Pages Ripped Beyond Repair
The Scarlet Pimpernel /	Orczy, Baroness.	Pyramid,	1967.	XK270009096	Pages Ripped Beyond Repair
Fountainhead /	Rand, Ayn.	Signet books,	c1943.	XK270009175	Pages Ripped Beyond Repair
Ivanhoe.	Scott, Walter,	Dodd, Mead & Co.	c1941.	XK270009270	Pages Ripped Beyond Repair
Dracula.	Stoker, Bram.	Bantam,	1981.	XK270009426	Broken Binding
War and peace /	Tolstoy, Leo,	Simon & Schuster,	1954.	XK270009507	Broken Binding
Twenty thousand leagues under the sea /	Verne, Jules,	The World Pub. Co.,	c1946.	XK270009569	Pages Ripped Beyond Repair
Spectrum :	Amis, Kingsley,	Harcourt,	[c1961].	XK270011484	Pages Ripped Beyond Repair
The enchantress, and other stories.	Bates, H. E.	Little, Brown	[1961].	XK270011497	Pages Ripped Beyond Repair
The book of the short story,	Jessup, Alexander,	Appleton-Century-Crofts	[1948].	XK270011527	Pages Ripped Beyond Repair
The Wonderful story of Henry Sugar and six m	Dahl, Roald.	Bantam,	c1977.	XK270011546	Pages Ripped Beyond Repair
Ancient, my enemy	Dickson, Gordon R.	Doubleday,	1974.	XK270011552	Pages Ripped Beyond Repair
Christmas stories:	Dickens, Charles,	World Pub. Co.,	c1946].	XK270011550	Broken Binding
The usurping ghost,	Dickinson, Susan,	E. P. Dutton	[1971, c197	XK270011551	Pages Ripped Beyond Repair
Seven Gothic tales /	Dinesen, Isak,	Modern Library,	1934.	XK270011553	Pages Ripped Beyond Repair
Shadows on the grass	Dinesen, Isak,	Random House	[1961, c196	XK270011554	Outdated Material
Great dog stories of all time.	Downey, Fairfax Davis,	Doubleday,	1962.	XK270011555	Broken Binding
The adventures of Sherlock Holmes.	Doyle, Arthur Conan.	Watermill	1980.	XK270011556	Pages Ripped Beyond Repair
The Sherlock Holmes Mysteries.	Doyle, Arthur Conan,	New American Library,	c1984.	XK270011557	Broken Binding
Ellery Queen's annual :		New American Library,	1946.	XK270011558	Outdated Material
Androids, time machines, and blue giraffes;	Elwood, Roger.	Follett Pub. Co.	[1973].	XK270011559	Outdated Material

Title	Author	Publisher	Pub Date	Bar Code	Reason For Excess
Crisis: ten original stories of science fiction.	Elwood, Roger.	T. Nelson	[1974].	XK270011560	Outdated Material
Favorite sleuths :	Ernst, John,	Doubleday,	1965.	XK270011561	Pages Ripped Beyond Repair
Face relations :		Simon & Schuster Books for Y	c2004.	XK270027521	Pages Ripped Beyond Repair
Mother was a lovely beast;	Farmer, Philip José.	Chilton Book Co.	[1974].	XK270011562	Pages Ripped Beyond Repair
Collected stories of William Faulkner.	Faulkner, William,	Vintage Books,	1977, c1951	XK270011563	Broken Binding
Collected stories of William Faulkner.	Faulkner, William,	Vintage Books,	1977, c1951	XK270012738	Pages Ripped Beyond Repair
Behind the wheel;	Fenner, Phyllis R.	Morrow,	1964.	XK270011564	Pages Ripped Beyond Repair
First-prize stories 1919-1963 from The O. Hen		Doubleday,	1963.	XK270011569	Pages Ripped Beyond Repair
Afternoon of an author :	Fitzgerald, F. Scott.	Macmillan,	1987, c1921	XK270011570	Pages Ripped Beyond Repair
Babylon revisited and other stories /	Fitzgerald, F. Scott.	Macmillan/Collier,	1960.	XK270011571	Broken Binding
Babylon revisited and other stories /	Fitzgerald, F. Scott.	Charles Scribner's Sons,	c1960.	XK270011572	Pages Ripped Beyond Repair
Four futures;		Hawthorn Books	[1971].	XK270011573	Pages Ripped Beyond Repair
Teen angel and other stories of young love /	Gingher, Marianne.	Ballantine Bks,	[1989, c198	XK270011575	Pages Ripped Beyond Repair
The lost angel.	Goudge, Elizabeth,	Coward, McCann & Geoghegan	[1971].	XK270011577	Broken Binding
Collected stories :	Greene, Graham,	Viking Press,	[1973, c197	XK270011580	Broken Binding
Great American short stories,	Stegner, Wallace Earle,	Dell Pub. Co.,	1957].	XK270011581	Pages Ripped Beyond Repair
Great modern short stories :		Vintage Books,	c1969.	XK270011578	Pages Ripped Beyond Repair
Great modern short stories :		Vintage Books,	c1969.	XK270012599	Pages Ripped Beyond Repair
The Great stone face :	Hawthorne, Nathaniel,	Houghton Mifflin Co.,	1889.	XK270011586	Pages Ripped Beyond Repair
The past through tomorrow;	Heinlein, Robert A.	Putnam	[1967].	XK270011591	Outdated Material
An International treasury of mystery & suspense		Doubleday,	c1983.	XK270011599	Pages Ripped Beyond Repair
Bold dragoon, and other ghostly tales.	Irving, Washington,	Knopf,	1930.	XK270011600	Broken Binding
Bold dragoon, and other ghostly tales.	Irving, Washington,	Knopf,	1930.	XK270011601	Pages Ripped Beyond Repair
Some things strange and sinister.	Kahn, Joan.	Harper & Row	[1973].	XK270011613	Outdated Material
All the Mowgli stories	Kipling, Rudyard,	Doubleday, Doran,	1936.	XK270011616	Pages Ripped Beyond Repair
Small crimes in an age of abundance /	Kneale, Matthew,	Nan A. Talese,	c2005.	XK270019218	Pages Ripped Beyond Repair
Saving face and other stories /	Lofts, Norah,	Doubleday,	1984, c198	XK270011624	Pages Ripped Beyond Repair

Page: 3

1. Outdated Material
2. Pages Ripped Beyond Repair
3. Broken Binding

Title	Author	Publisher	Pub Date	Bar Code	Reason For Excess
Death in Venice :	Mann, Thomas,	Vintage Books,	1963.	XK270011635	Pages Ripped Beyond Repair
The book of longer short stories /	Michie, James,	Stein and Day,	1975, c197.	XK270011641	Pages Ripped Beyond Repair
Voices from France;	Morton, Miriam,	Doubleday	[1969].	XK270011644	Pages Ripped Beyond Repair
Nebula award stories.		Harper & Row,	c1966.	XK270011648	Broken Binding
Nebula award stories.		Harper & Row,	c1966.	XK270011649	Pages Ripped Beyond Repair
Assembly.	O'Hara, John,	Random House,	1961.	XK270011652	Outdated Material
Cape Cod lighter.	O'Hara, John,	Random House,	1962.	XK270011653	Outdated Material
The collected stories of Katherine Anne Porter .	Porter, Katherine Anne,	Harcourt Brace Jovanovich,	1979.	XK270011666	Broken Binding
Prize stories 1971 :		Doubleday,	1971.	XK270011668	Pages Ripped Beyond Repair
Prize stories :		Doubleday.,	1981.	XK270011670	Pages Ripped Beyond Repair
Prize stories :		Doubleday,	1979.	XK270011671	Broken Binding
Prize stories :		Doubleday,	1973.	XK270011672	Pages Ripped Beyond Repair
Prize stories :		Doubleday,	1970.	XK270011673	Pages Ripped Beyond Repair
Monster festival.	Protter, Eric,	Vanguard Press,	1965.	XK270011677	Pages Ripped Beyond Repair
Facing the Holocaust :		Jewish Publication Society,	1985.	XK270011678	Broken Binding
The new girl friend and other stories of suspens	Rendell, Ruth,	Pantheon Books,	c1985.	XK270011679	Pages Ripped Beyond Repair
The bloodhounds of Broadway and other storie	Runyon, Damon,	Morrow,	1981.	XK270011680	Pages Ripped Beyond Repair
Travelers: stories of Americans abroad.	Schulman, L. M.,	Macmillan	[1972].	XK270011683	Pages Ripped Beyond Repair
Winners and losers :	Schulman, L. M.,	Macmillan	[1968].	XK270011684	Broken Binding
Science fiction hall of fame, Vol. 1 /		Avon,	1970.	XK270011685	Broken Binding
The Scribner treasury :		Scribner,	1953.	XK270011686	Broken Binding
Short story masterpieces;	Warren, Robert Penn,	Dell Books	1954].	XK270011687	Broken Binding
The Signet classic book of American short stori		New American Library,	c1984.	XK270011689	Pages Ripped Beyond Repair
The Arbor House treasury of great science ficti		Arbor House,	c1980.	XK270011690	Pages Ripped Beyond Repair
A friend of Kafka,	Singer, Isaac Bashevis,	Farrar, Straus & Giroux	[1970].	XK270011691	Broken Binding
Sleight of crime :		H. Regnery Co.,	c1976.	XK270011694	Pages Ripped Beyond Repair
Live and learn :	Spinner, Stephanie.	Macmillan	[1973].	XK270011695	Pages Ripped Beyond Repair

Title	Author	Publisher	Pub Date	Bar Code	Reason For Excess
Stories /	Stevenson, Robert L.	Coward-McCann,	1960.	XK270011697	Pages Ripped Beyond Repair
Thirteen tales of Horror by 13 Masters of Horror		Scholastic, Inc.,	c1991.	XK270011700	Pages Ripped Beyond Repair
Great short works of Mark Twain.	Twain, Mark,	Harper & Row	[1967].	XK270011710	Pages Ripped Beyond Repair
28 science fiction stories.	Wells, H. G.	Dover Publications	[1952].	XK270011722	Pages Ripped Beyond Repair
Great tales of terror and the supernatural /	Wise, Herbert Alvin,	Modern Library,	c1944.	XK270011730	Outdated Material
Quid 2005 :		Editions Robert Laffont,	2004.	XK270023359	Outdated Material
The concise encyclopedia of Western philosophy	Urmson, James Opie,	Hawthorn Books	[1960].	XK270010165	Pages Ripped Beyond Repair
Statistical record of Asian Americans :		Gale Research Inc,	c1993.	XK270012622	Outdated Material
Holy Bible :		Kenedy,	1950.	XK270010174	Broken Binding
The Holy Bible.		T. Nelson,	1952.	XK270010175	Pages Ripped Beyond Repair
The book of the Bible /	Riedel, Eunice.	Morrow,	1979.	XK270010176	Pages Ripped Beyond Repair
Dictionary of all scriptures and myths.	Gaskell, George Arthur.	Julian Press,	1960.	XK270010183	Pages Ripped Beyond Repair
Bulfinch's mythology.	Bulfinch, Thomas,	T.Y. Crowell,	c1970.	XK270010184	Broken Binding
Encyclopedia of terrorism /		Facts on File,	c2002.	XK270014489	Pages Ripped Beyond Repair
America by the numbers :	Frey, William H.	New Press,	2001.	XK270021045	Outdated Material
Statistical handbook on the world's children /	Kaul, Chandrika.	Oryx Press,	2002.	XK270011204	Outdated Material
The Arab human development report 2003 :		United Nations Development l	c2003.	XK270011940	Pages Ripped Beyond Repair
Dating and sexuality in America :	Turner, Jeffrey S.	ABC-CLIO,	c2003.	XK270023433	Pages Ripped Beyond Repair
Statistical abstract of the United States, 2004-2005		U.S. Government Printing Off	2004.	XK270019146	Outdated Material
The American political dictionary	Plano, Jack C.	Holt, Rinehart and Winston	[c1972].	XK270010279	Pages Ripped Beyond Repair
American political terms;	Sperber, Hans,	Wayne State University Press,	1962.	XK270010280	Pages Ripped Beyond Repair
The enhanced occupational outlook handbook /	Farr, J. Michael.	Jist Works,	c2003.	XK270012081	Outdated Material
Top 300 Careers :		JIST Works,	2006.	XK270024443	Outdated Material
200 Best Jobs for College Graduates /	Farr, J. Michael.	JIST Works,	c2003.	XK270012264	Outdated Material
300 best jobs without a four-year degree /	Farr, J. Michael.	JIST Works,	c2003.	XK270012266	Outdated Material
Congressional Quarterly's guide to the president		Congressional Quarterly Inc.,	c1989.	XK270010350	Broken Binding
The American heritage history of the Presidency	Cunliffe, Marcus.	American Heritage Pub. Co. :	[1968].	XK270010351	Pages Ripped Beyond Repair

Title	Author	Publisher	Pub Date	Bar Code	Reason For Excess
Pass key to the ASVAB, Armed Services Vocational Aptitude Battery		Barron's Educational Series,	c2003.	XK270012136	Outdated Material
American war medals and decorations,	Kerrigan, Evans E.	Viking Press	[1971].	XK270010366	Broken Binding
The illustrated directory of the United States Air Force	Roberts, Michael,	Crescent Books :	c1989.	XK270011928	Broken Binding
Encyclopedia of crime and justice /		Free Press,	c1983.	XK270010388	Pages Ripped Beyond Repair
Encyclopedia of crime and justice /		Free Press,	c1983.	XK270010389	Pages Ripped Beyond Repair
Encyclopedia of crime and justice /		Free Press,	c1983.	XK270010390	Pages Ripped Beyond Repair
Occupational Outlook Handbook :		Government Printing Office,	2008.	XK270027291	Outdated Material
College Prowler :		CollegeProwler,	2002.	XK270012270	Outdated Material
Pass key to the GRE TEST, Graduate Record Examination	Green, Sharon,	Barron's Educational Series,	c2003.	XK270012137	Pages Ripped Beyond Repair
American University :		College Prowler,	2005.	XK270024422	Pages Ripped Beyond Repair
Barnard College :		College Prowler,	2005.	XK270024423	Pages Ripped Beyond Repair
SUNY Buffalo :		College Prowler,	2005.	XK270024424	Outdated Material
Columbia University :		College Prowler,	2005.	XK270024421	Pages Ripped Beyond Repair
Athletic scholarships for dummies /	Britz, Pat.	Wiley Pub., Inc.,	2005.	XK270024069	Outdated Material
Barron's best buys in college education /	Solórzano, Lucia.	Barron's Educational Series,	c2002.	XK270014486	Outdated Material
The Great scientists /		Grolier Educational Corp.,	1989.	XK270010535	Pages Ripped Beyond Repair
The Great scientists /		Grolier Educational Corp.,	1989.	XK270010536	Broken Binding
The Great scientists /		Grolier Educational Corp.,	1989.	XK270010537	Pages Ripped Beyond Repair
The Great scientists /		Grolier Educational Corp.,	1989.	XK270010538	Pages Ripped Beyond Repair
The Great scientists /		Grolier Educational Corp.,	1989.	XK270010539	Pages Ripped Beyond Repair
The Great scientists /		Grolier Educational Corp.,	1989.	XK270010540	Pages Ripped Beyond Repair
The Great scientists /		Grolier Educational Corp.,	1989.	XK270010541	Pages Ripped Beyond Repair
The Great scientists /		Grolier Educational Corp.,	1989.	XK270010542	Pages Ripped Beyond Repair
The Great scientists /		Grolier Educational Corp.,	1989.	XK270010544	Broken Binding
The Great scientists /		Grolier Educational Corp.,	1989.	XK270010545	Broken Binding
The Great scientists /		Grolier Educational Corp.,	1989.	XK270010546	Pages Ripped Beyond Repair
The traveler's atlas :		Barron's Educational series,	1998.	XK270012094	Outdated Material

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- 1.Outdated Material
- 2.Pages Ripped Beyond Repair
- 3.Broken Binding

Title	Author	Publisher	Pub Date	Bar Code	Reason For Excess
World travel guide.		Columbus Press, Ltd,	2002-2003.	XK270012171	Broken Binding
Historical atlas of the United States.		National Geographic Society,	c1988.	XK270011105	Broken Binding
Rand McNally Atlas of world history /	Rand McNally and Compa	Rand McNally,	1957.	XK270011106	Outdated Material
Atlas of South America /	Brawer, Moshe,	Simon & Schuster,	c1991.	XK270011123	Pages Ripped Beyond Repair
The atlas of Central America and the Caribbean		Macmillan ;	c1985.	XK270011124	Pages Ripped Beyond Repair
National Geographic atlas of the fifty United St		National Geographic Society,	[1960].	XK270011125	Pages Ripped Beyond Repair

Total Number of Items Marked for Deletion: 165

End Of Report

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Levittown Public Schools

CONTRACT REQUEST FORM

Only the Board of Education is authorized to enter into contracts for the District. Please use this form when you need to get a vendor approved to perform services for the District. Please leave enough lead time in the process. The contract must go to the Board of Education prior to the services being performed. Additionally, a Purchase Order must be completed in Finance Manager (which can be done prior to contract approval). Once the Board of Education approves the contract, please include the date approved in the body of your Purchase Order (it streamlines the PO approval process and the audit of District payments). Thank You.

Board of Education Agenda Date:

Vendor Name: Seaford Union Free School District

Date(s) of Service: September 7, 2016 – June 23, 2017

Description of Services: Career and technical education at GC Tech

Rate for Services: \$13,999.00

Prior Year Rate for Services: \$13,694.00

Administrator Requesting: Frank Creter

Is the contract signed by the other party:	<u>X</u>	
	Yes	No

Is the contract dated by the other party:	<u>X</u>	
	Yes	No

Are there any attachments?	<u>X</u>	
	Yes	No

Budget Code (on purchase order): Not applicable

Purchase order

Routing:

- | | |
|------------------------------------|-----------------------------|
| 1. Attorney review: | <u>Complete</u> |
| 2. Department Administrator | <u><i>F. Creter</i></u> |
| 3. Business Office Review | <u><i>William Hesse</i></u> |
| 4. Board of Education Meeting date | _____ |

Return to: Joan Hesse/GC Tech

LEVITTOWN UNION FREE SCHOOL DISTRICT
GERALD R. CLAPS CAREER & TECHNICAL CENTER

TUITION CONTRACT

The undersigned BOARD OF EDUCATION OF SCHOOL DISTRICT NUMBER ___ of the **Town of Hempstead** (the "sending district") commonly known as **Seaford Union Free School District** hereby contracts with LEVITTOWN UNION FREE SCHOOL DISTRICT, Federal Tax ID #116001703 for the purpose of providing specialized educational services to approximately 4 children residing in our school district during the school year 2016/2017.

This instruction will be given daily on days when classes are in session at the Gerald R. Claps Career & Technical Center of the LEVITTOWN UNION FREE SCHOOL DISTRICT. Instruction shall be provided by individuals holding valid professional licenses and credentials, where applicable. Upon request, copies of such credentials shall be made available to the sending district by the LEVITTOWN UNION FREE SCHOOL DISTRICT. In the event that any required license and/or certification of any agent or employee providing services under this Agreement is revoked, terminated, suspended or otherwise impaired, the LEVITTOWN UNION FREE SCHOOL DISTRICT shall immediately notify the sending district.

The LEVITTOWN UNION FREE SCHOOL DISTRICT hereby contracts to furnish the services enumerated herein for the sum listed below by category during the school year 2016/2017. Statements of amounts due under the terms of this contract will be made and are payable monthly.

Term: September 7, 2016 through June 12, 2017

Billing shall be based on the actual number of students enrolled each month. If one or more of the students set forth herein are discharged or this Agreement is terminated pursuant to the terms set forth herein during any month of the school year, the sending district is only responsible to pay for the tuition for such student(s) until the end of such month.

The yearly total estimated tuition shall equal: \$13,999.00 per student per year for Secondary General Education subject to the New York State Education Department calculations. Should the calculations be above or below the \$13,999.00 estimate, appropriate adjustments to the price shall be made.


The sending district further acknowledges its responsibility to provide written notice to the Gerald R. Claps Career & Technical Center of such student's change of residency or other discontinuation of attendance in the program.

If a student drops or is removed from any of our program, the sending district will be responsible for textbooks/materials not returned by the student.

The parties acknowledge their obligations under SAVE legislation.

Levittown reserves the right to terminate the application of this agreement with regard to any individual student(s) for disciplinary reason(s) upon five (5) school days prior written notice of such termination.

The sending district reserves the right to terminate services for any child at any time and payment shall be made pursuant to this Agreement as stated above, in case of any termination.



President, Board of Education
Seaford Union Free School District

10/6/14
Date



Clerk, Board of Education
Seaford Union Free School District

10/6/14
Date

President, Board of Education
Levittown Union Free School District

Date

Attachment: GC Tech - Seaford (2473 : GC Tech Tuition Contract)

LEVITTOWN UNION FREE SCHOOL DISTRICT
GERALD R. CLAPS CAREER & TECHNICAL CENTER

RIDER

Rider to the Tuition Contract between the BOARD OF EDUCATION OF THE **SEAFORD UNION FREE SCHOOL DISTRICT** (Sending District) and the LEVITTOWN UNION FREE SCHOOL DISTRICT (Receiving District).

1. The Receiving District will furnish the vocational educational services enumerated in this contract during the 2016/2017 school year to the students set forth in the attached schedule, who reside in the Sending District. Should the number of students intended to receive services change, the Sending District will notify the Receiving District in writing of this change and the attached schedule will be deemed modified accordingly.
2. Payments of the statements of accounts due under this contract will be made within thirty (30) days of the Receiving District's transmittal of the statement/invoice for services rendered.
3. The Receiving District agrees to provide the Sending District with the following documents:
 - a. Pupil Attendance Reports
 - b. Pupil Progress Reports; and
 - c. Upon request, supporting documentation to the billing statements/invoices.
4. Upon reasonable notice, the representative of the Sending District shall have a right to visit the Gerald R. Claps Career & Technical Center pursuant to a scheduled appointment with the Receiving District's administration.
5. Upon reasonable notice, Receiving District shall make relevant personnel available to participate in **Seaford Union Free School District** committee on Special Education meetings.
6. The Sending District and Receiving District agree that all information obtained in connection with vocational educational services preformed pursuant to this

contract is deemed confidential information. Both parties further agree that any information and documentation received by either parties' employees or agents in connection with this contract should 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).

7. Both parties acknowledge 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.
8. The parties agree to defend, indemnify and hold each other harmless, including the respective Boards of education, the Board's agents, officers, trustees, attorneys and employees, all in their corporate and individual capacities, from against all claims, demands, actions, lawsuits, costs, damages and expenses, including attorneys' fees, judgments and fines arising from any wrongful act, omission, error, recklessness or negligence of the other that occurs in connection with the performance of the vocational educational services pursuant to this contract. These obligations shall survive the termination of this contract.
9. All notices which are required or permitted under this contract shall be in writing and shall be deemed to have been given if delivered personally or sent by overnight or regular mail addressed as follows:

TO RECEIVING DISTRICT

Levittown Union Free School District
 Levittown Memorial Educational Center
 150 Abbey Lane
 Levittown, New York 11756
 Attn: Assistant Superintendent for Business & Finance

TO SENDING DISTRICT

Seaford Union Free School District
1600 Washington Avenue
Seaford, NY 11783
 Attn: Assistant Superintendent for Business

10. The Receiving District shall notify the Sending District promptly of any problems, situations or incidents that occur during the provision of services.
11. In the event that the parent or person in parental relation to a student receiving services pursuant to this Agreement initiates litigation in connection with such services, the Receiving District shall promptly give written notice of same to the Sending District.
12. It is expressly understood that this Agreement shall not be assigned or transferred without prior written consent of the other party.
13. The Sending District reserves the right to terminate this agreement upon thirty (30) days' written notice to the Levittown Union Free School District.
14. The failure of either party to enforce any provision of the Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce every provision of this Agreement.
15. This Agreement shall be governed in all respects by the laws of the State of New York and applicable Federal laws and regulations. Each of the parties agrees to submit to the jurisdiction of the courts of the State of New York, County of Nassau (or the federal Court otherwise having jurisdiction over such County and subject jurisdiction over the dispute).
16. Should any provision of this contract be declared invalid or unenforceable for any reason, such determination shall not affect the validity of the remaining provisions of the contract which shall remain in full force and effect as if the contract had been executed with the invalid provisions eliminated.
17. This contract contains the entire agreement between the parties and shall not be modified except in writing and signed by both parties.

18. It is mutually agreed that this contract shall not become binding and valid upon either party until it is approved by a formal Resolution of the respective Boards of Education at a duly convened meeting.

LEVITTOWN UNION FREE SCHOOL DISTRICT

Board of Education President

Date: _____

SEAFORD UNION FREE SCHOOL DISTRICT



By: Board of Education President

Date: 10/6/16

Attachment: GC Tech - Seaford (2473 : GC Tech Tuition Contract)

LEVITTOWN SCHOOLS**POLICY # 6130**

Page 1 of 3

PERSONNEL**SUBJECT: EVALUATION OF PERSONNEL**

The Levittown School District is committed to supporting the development of effective teachers and administrators. To this end, the District shall provide procedures for the evaluation of all professional staff. District plans for Annual Professional Performance Review (APPR) of teachers and Principals shall be developed in accordance with applicable laws, Commissioner's Regulations, and Rules of the Board of Regents.

The primary purposes of these evaluations are:

- a) To encourage and promote improved performance;
- b) To guide professional development efforts; and
- c) To provide a basis for evaluative judgments by applicable school officials.

APPR Ratings

For those teachers and Principals subject to Education Law 3012-d, the Annual Professional Performance Review (APPR) will result in a final quality rating of "highly effective," "effective," "developing," or "ineffective." The ratings will be determined based on the following:

- a) student growth on state assessments or other comparable measures of student growth;
- b) other measures of teacher/Principal effectiveness consistent with standards prescribed by the Commissioner in regulation.

The rubric to determine composite ratings has been established by NYSED as follows:

		<u>Observation/School Visit</u>			
<u>Student Performance</u>		<u>Highly Effective (H)</u>	<u>Effective (E)</u>	<u>Developing (D)</u>	<u>Ineffective (I)</u>
	<u>Highly Effective (H)</u>	H	H	E	D
	<u>Effective (E)</u>	H	E	E	D
	<u>Developing (D)</u>	E	E	D	I
	<u>Ineffective (I)</u>	D*	D*	I	I

(Continued)

LEVITTOWN SCHOOLS**POLICY # 6130**

Page 2 of 3

PERSONNEL**SUBJECT: EVALUATION OF PERSONNEL (Cont'd.)**

The asterisks in the matrix above indicate that if a teacher or principal is rated Ineffective on the Student Performance Category and a State-designed supplemental assessment was included as an optional subcomponent of the Student Performance Category, the teacher can be rated no higher than Ineffective overall.

If a teacher or Principal is rated "developing" or "ineffective," the School District will develop and implement a teacher or Principal improvement plan (TIP or PIP). Tenured teachers and Principals with a pattern of ineffective teaching or performance, defined as two consecutive annual "ineffective" ratings, may be charged with incompetence and considered for termination through an expedited hearing process.

The School District will ensure that all evaluators are appropriately trained consistent with standards prescribed by the Commissioner and that an appeals procedure is locally developed.

Disclosure of APPR Data

Consistent with Chapter 68 of the Laws of 2012, pursuant to Education Law 3012-d and 3012d, the Commissioner is required to disclose professional performance review data for teachers and Principals on the New York State Education Department (NYSED) website and in any other manner to make such data widely available to the public. However, the release of such aggregate data may not include personally identifiable information for any teacher or Principal. Such public disclosure of final quality ratings and composite effectiveness scores will be suitable for research, analysis and comparison of APPR data for teachers and Principals across the state.

Upon request, the District will release to parents/legal guardians the final quality ratings and composite effectiveness scores for teachers and Principals to which their student is currently assigned. The District's obligation to disclose this information is limited to those teachers and Building Principals subject to Education Law 3012-c. The District will provide conspicuous notice to parents/legal guardians of their right to obtain such information and the methods by which the data can be obtained. Upon request, parents will receive an oral or written explanation of the composite effectiveness scoring ranges for final quality ratings and be offered the opportunity to understand such scores in the context of teacher evaluation and student performance. When a request for this information is received, reasonable efforts will be made to verify that it is a bona fide request by a parent/legal guardian entitled to review the data.

(Continued)

LEVITTOWN SCHOOLS**POLICY # 6130**

Page 3 of 3

PERSONNEL**SUBJECT: EVALUATION OF PERSONNEL (Cont'd.)**

Annual professional performance reviews of individual teachers and Principals shall not be subject to disclosure under the Freedom of Information Law (FOIL).

Education Law Section 3012-d
Education Law Section 3012-c
Public Officers Law Sections 87 and 89
8 NYCRR Sections 30-2 and 100.2(o)

Re-Adopted: October 10, 2012

Revised: December 11, 2013

Revised:

LEVITTOWN SCHOOLS**POLICY # 6160**

Page 1 of 2

PERSONNEL**SUBJECT: PROFESSIONAL GROWTH/STAFF DEVELOPMENT**

It is the policy of the District that attention be given to in-service, pre-service, and other staff development programs which are believed to be of benefit to the School District and its students. The Superintendent, in consultation with the appropriate administrative staff and/or teacher committees, is directed to arrange in-service programs and other staff development opportunities which will provide for the selection of subjects pertinent to the curriculum in the schools, to build from these subjects those topics or courses for in-service or staff development which will help employees acquire new methods of performing their job responsibilities or help staff improve on those techniques which are already being used in the schools, with the objective of improving professional competencies.

It is recommended that administration develop meaningful in-service and/or staff development programs which will achieve the following:

- a) Contribute to the instructional program of the schools;
- b) Contribute to improved education for students;
- a) Achieve state mandates
- d) Enhance the professional competencies and/or instructional abilities of staff members.
- a) Provide the opportunity for teachers and teaching assistants holding professional certificates to complete the required 100 hours of acceptable professional development during the five year professional development period.

The Board of Education, therefore, encourages all employees to improve their competencies beyond that which they may obtain through the regular performance of their assigned duties. Opportunities should be provided for:

- a) Planned in-service programs, courses, seminars, and workshops offered both within the School System and outside the District.
- b) Visits to other classrooms and schools, as well as attendance at professional meetings, for the purpose of improving instruction and/or educational services.
- c) Orientation/re-orientation of staff members to program and/or organizational changes as well as District expectations.

Attendance at such professional development programs must be directly linked to the duties and responsibilities comprising the job description of the employee. Consequently, employees are encouraged to participate in the planning of staff development programs designed to meet their specific needs.

Members of the staff are also encouraged to continue their formal education as well as to attend their respective work-related workshops, conferences and meetings. The foregoing notwithstanding, it shall be the responsibility of all professional staff to keep abreast of current knowledge, teaching and computer skills in their respective disciplines as determined by the School District.

(Continued)

LEVITTOWN SCHOOLS**POLICY # 6160**

Page 2 of 2

PERSONNEL**SUBJECT: PROFESSIONAL GROWTH/STAFF DEVELOPMENT (Cont'd.)**

Funds for participating at such conferences, conventions, and other similar professional development programs will be budgeted for by the Board of Education on an annual basis. Reimbursement to District staff for all actual and necessary registration fees, expenses of travel, meals and lodging, and all necessary tuition fees incurred in connection with attendance at conferences and the like will be in accordance with established regulations for conference attendance and expense reimbursement.

The Superintendent of Schools or his/her designee has authority to approve release time and expenses for staff members' attendance at professional training conferences, study councils, in-service courses, workshops, summer study grants, school visitations, professional organizations and the like within budgetary constraints.

A conference request form/course approval form must be submitted by the employee and approved by the designated administrator prior to the employee's attendance at such conference or other professional development program.

Mentoring Programs for First Year Teachers

First year teachers must participate in a mentoring program as a component of the School District's Professional Development Plan. The purpose of the mentoring program is to increase the retention of new teachers and improve their ability to assist students in attaining State learning standards. The mentor's role is to provide guidance and support to a new teacher. However, additional mentor responsibilities may be negotiated and reflected in a collective bargaining agreement.

Education Law Sections 1604(27), 3004 and 3006

General Municipal Law Sections 77-b and 77-c

8 New York Code of Rules and Regulations (NYCRR) Sections 52.21(b)(3)(xvi), 52.21(b)(3)(xvii), 80-3.4(b)(2), 80-5.13, 80-5.14 and 100.2(dd)

NOTE: Refer also to Policy #6213 -- Professional Certification: 175 Hours of Professional Development Requirement

Re-Adopted: October 10, 2012

Revised:

LEVITTOWN SCHOOLS**POLICY # 6215**

Page 1 of 2

PERSONNEL**SUBJECT: PROBATION AND TENURE****Probation**

Certified staff members shall be appointed to a probationary period by a majority vote of the Board of Education upon recommendation of the Superintendent of Schools.

Full-time certified staff members shall be appointed to a probationary period of four (4) years. However, the probationary period shall not exceed three (3) years for teachers previously appointed to tenure in this or another school district or BOCES within the state, provided the teacher was not dismissed from the former district. Additionally, up to two (2) years of service as a regular substitute teacher may be applied towards probationary service. This is sometimes referred to as Jarema Credit.

During the probationary period, a staff member shall be given assistance in adjusting to the new position, but the essential qualifications for acceptable performance shall be assumed because of the possession by the staff member of the required certification or license.

Tenure

At the expiration of the probationary period or within six months prior thereto, the Superintendent shall make a written report to the Board recommending for appointment to tenure those certified staff members successfully completing a probationary period in the Levittown Union Free School District. The Board may then by a majority vote appoint on tenure any or all of the persons recommended by the Superintendent.

The Board will follow all applicable statutes regarding tenure.

Resolutions Making Appointments

Each resolution making a probationary appointment or an appointment on tenure will specify:

- a) The name of the appointee;
- b) The tenure area or areas in which the professional educator will devote a substantial portion of his/her time;
- c) The date of commencement of probationary service or service on tenure in each such area;
- d) The expiration date of the appointment, if made on a probationary basis; and
- e) The certification status of the appointee in reference to the position to which the individual is appointed.

(Continued)

LEVITTOWN SCHOOLS**POLICY # 6215**

Page 2 of 2

PERSONNEL**SUBJECT: PROBATION AND TENURE (continued)**

The Levittown Union Free School Board of Education believes that a determination of the efficiency and effectiveness of its professional administrators is a critical factor in the overall operation of the school district.

The Superintendent of Schools shall develop an ongoing evaluation program which shall serve as a record of the services of each administrator so as to provide objective evidence for employment and personnel decisions and to promote the improvement of instruction as part of the goals of the school district.

Education Law Sections 2509, 3012 and 3031
8 New York Code of Rules and Regulations (NYCRR) Part 30

Re-Adopted: October 10, 2012

Revised:

LEVITTOWN SCHOOLS**POLICY # 7270**

Page 1

STUDENTS**SUBJECT: RIGHTS OF NON-CUSTODIAL PARENTS**

The Board is mindful that various arrangements exist for the care and custody of children residing in the District. The District attempts to maintain current family information to help ensure student safety, proper communication with parents, and appropriate educational programming. Parents who are divorced, legally separated, or otherwise live apart should supply the District with relevant information and documentation, including custody orders, regarding who is responsible for the custody and care of their child, and who is permitted to make educational decisions for that child. Where court documentation is silent as to who can make educational decisions, the custodial parent will be deemed the decision-maker for that child.

A non-custodial parent's participation in his or her child's education will be governed by the terms of any custody order. The District encourages non-custodial parents to participate in their child's education, and unless prohibited from doing so by a court order, non-custodial parents have the right to information about their child, inspect and review their child's records in accordance with the Family Educational Rights and Privacy Act (FERPA) and District policy, and otherwise remain a participant in their child's education.

The District will not release students to a non-custodial parent without the custodial parent's consent. It is the parent's responsibility to inform the District if and when the child may be released to individuals other than the custodial parent in writing.

NOTE: Refer also to Policies #7130 -- Entitlement to Attend -- Age and Residency
#7240 -- Student Records: Access and Challenge

Adoption Date:

LEVITTOWN SCHOOLS**POLICY # 3420**

Page 1 of 5

COMMUNITY RELATIONS**SUBJECT: NON-DISCRIMINATION AND ANTI-HARASSMENT IN THE SCHOOL DISTRICT**

The Board of Education affirms its commitment to non-discrimination and recognizes its responsibility to provide an environment that is free of harassment and intimidation as required by Federal and state law. Harassment is a violation of law and stands in direct opposition to District policy. Therefore, the Board prohibits and condemns all forms of discrimination and harassment on the basis of race, color, creed, religion, national origin, political affiliation, sex, weight, sexual orientation, age, marital status, military status, veteran status, disability, use of a recognized guide dog, hearing dog or service dog, or domestic violence victim status by employees, school volunteers, students, and non-employees such as contractors and vendors as well as any third parties who are participating in, observing, or otherwise engaging in activities subject to the supervision and control of the District.

It is intended that this policy apply to the dealings between or among employees with employees; employees with students; students with students; employees/students with vendors/contractors and others who do business with the School District, as well as school volunteers, visitors, guests and other third parties. All of these persons are hereinafter referred to collectively as "the named group."

Prohibited Conduct

Determinations as to whether conduct or occurrences constitute discrimination or harassment for the purposes of this Policy and its implementing Administrative Regulations will be made consistent with applicable law. Such determinations may depend upon a number of factors, including but not limited to: the particular conduct or occurrence at issue, the ages of the parties involved, the context in which the conduct or occurrence takes place, the relationship of the parties to one another, the category or characteristic that is alleged to have been the basis for the action or occurrence, and other considerations as are necessary and consistent with law. The characterizations and examples below are intended to serve as a general guide for individuals in determining whether to file a complaint of discrimination or harassment, and should not be construed to add or limit the rights individuals and entities possess as a matter of law.

Discrimination is, generally, the practice of conferring or denying privileges on the basis of membership in a legally protected class. Discriminatory actions may include, but are not limited to: refusing to promote or hire an individual on the basis of his/her membership in a protected class, denying an individual access to facilities or educational benefits on the basis of his/her membership in a protected class, or impermissibly instituting policies or practices that disproportionately and adversely impact members of a protected class.

Harassment generally consists of subjecting an individual, on the basis of his/her membership in a protected class, to conduct and/or communications that are sufficiently severe, pervasive, or persistent as to have the purpose or effect of: creating an intimidating, hostile, or offensive environment; substantially or unreasonably interfering with an individual's work or a student's educational performance, opportunities, benefits, or well-being; or otherwise adversely affecting an individual's employment or educational opportunities.

(continued)

LEVITTOWN SCHOOLS**POLICY # 3420**

Page 2 of 5

COMMUNITY RELATIONS**SUBJECT: NON-DISCRIMINATION AND ANTI-HARASSMENT IN THE SCHOOL DISTRICT (Cont'd.)**

Harassment can include unwelcome verbal, written, or physical conduct which offends, denigrates or belittles an individual because of his/her membership in a protected class. Such conduct includes, but is not limited to: derogatory remarks, jokes, demeaning comments or behavior, slurs, mimicking, name calling, graffiti, innuendo, gestures, physical contact, stalking, threatening, bullying, extorting, or the display or circulation of written materials or pictures.

The Board also prohibits harassment based on an individual's opposition to discrimination or participation in a related investigation or complaint proceeding under the anti-discrimination statutes. This policy of nondiscrimination and anti-harassment will be enforced on School District premises and in school buildings; and at all school-sponsored events, programs and activities, including those that take place at locations off school premises and in another state.

Investigation of Complaints and Grievances

The School District will act to promptly investigate all complaints, either verbal or written, formal or informal, of allegations of harassment based on any of the characteristics described above; and will promptly take appropriate action to protect individuals from further harassment. The District will designate, one or more individuals to serve as Civil Rights Compliance Officers.

In order for the Board to enforce this policy, and to take corrective measures as may be necessary, it is essential that any employee, student, or other member of the above named group who believes he/she has been a victim of harassment in the school environment and/or at programs, activities and events under the control and supervision of the District, as well as any individual who is aware of and/or who has knowledge of, or witnesses any possible occurrence of harassment, immediately report such alleged harassment; such report shall be directed to or forwarded to the District's designated Compliance Officer(s) through informal and/or formal complaint procedures as developed by the District. Such complaints are recommended to be in writing, although verbal complaints of alleged harassment will also be promptly investigated in accordance with the terms of this policy. In the event that the Compliance Officer is the alleged offender, the report will be directed to the next level of supervisory authority.

Upon receipt of an informal/formal complaint, the District will conduct a prompt, equitable and thorough investigation of the charges. However, even in the absence of an informal/formal complaint, if the District has knowledge of any occurrence of harassment, the District will investigate such conduct promptly and thoroughly. To the extent possible, within legal constraints, all complaints will be treated as confidential. However, disclosure may be necessary to complete a thorough investigation of the charges and/or to notify law enforcement officials as warranted, and any disclosure will be provided on a "need to know" basis. The Superintendent will inform the Board of Education of investigations involving findings of discrimination or harassment.

Based upon the results of this investigation, if the District determines that an employee and/or student has violated the terms of this policy and/or accompanying regulations, immediate corrective action will be taken as warranted. Should the offending individual be a student, appropriate disciplinary measures will be applied, up to and including suspension, in accordance

(continued)

LEVITTOWN SCHOOLS

POLICY # 3420

Page 3 of 5

COMMUNITY RELATIONS

SUBJECT: NON-DISCRIMINATION AND ANTI-HARASSMENT IN THE SCHOOL DISTRICT (Cont'd.)

with applicable laws and/or regulations, District policy and regulation, and the District Code of Conduct. Should the offending individual be a school employee, appropriate disciplinary measures will be applied, up to and including termination of the offender's employment, in accordance with legal guidelines, District policy and regulation, and the applicable collective bargaining agreement(s). Third parties (such as school volunteers, vendors, etc.) who are found to have violated this policy and/or accompanying regulations and/or the Code of Conduct, will be subject to appropriate sanctions as warranted and in compliance with law. The application of such disciplinary measures by the District does not preclude the filing of civil and/or criminal charges as may be warranted.

Prohibition of Retaliatory Behavior (Commonly Known as "Whistle-Blower" Protection)

The Board prohibits any retaliatory behavior directed against complainants, victims, witnesses, and/or any other individuals who participated in the investigation of a complaint of harassment. Follow-up inquiries shall be made to ensure that harassment has not resumed and that all those involved in the investigation of the harassment complaint have not suffered retaliation.

Finding That Harassment Did Not Occur

At any level/stage of investigation of alleged harassment, if a determination is made that harassment did not occur, the Compliance Officer will so notify the complainant, the alleged offender and the Superintendent of this determination. Such a finding does not preclude the complainant from filing an appeal pursuant to District policy or regulation and/or pursuing other legal avenues of recourse.

However, even if a determination is made that harassment did not occur, the Superintendent/designee reserves the right to initiate staff awareness and training, as applicable, to help ensure that the school community is not conducive to fostering harassment in the workplace.

In all cases, the Superintendent will inform the Board of Education of the results of each investigation involving a finding that harassment did not occur.

Knowingly Makes False Accusations

Employees and/or students who *knowingly* make false accusations against another individual as to allegations of discrimination or harassment may also face appropriate disciplinary action.

Privacy Rights

As part of any investigation, the District has the right to search all school property and equipment including District computers. Rooms, desks, cabinets, lockers, computers, etc. are provided by the District for the use of staff and students, but the users do not have exclusive use of these locations or equipment and should not expect that materials stored therein will be private.

(continued)

LEVITTOWN SCHOOLS**POLICY # 3420**

Page 4 of 5

COMMUNITY RELATIONS**SUBJECT: NON-DISCRIMINATION AND ANTI-HARASSMENT IN THE SCHOOL DISTRICT (Cont'd.)****Civil Rights Compliance Officer (Title IX/Section 504/ADA Compliance Officer)**

The Civil Rights Compliance Officer shall be appointed by the Board and shall be responsible for providing information, including complaint procedures, and for handling complaints relative to civil rights (e.g., Title IX of the Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, and the Americans with Disabilities Act of 1990) for any student, parent, employee or employment applicant.

Prior to the beginning of each school year, the District shall issue an appropriate public announcement which advises students, parents/guardian, employees and the general public of the District's established grievance procedures for resolving complaints of discrimination based on sex or disability. Included in such announcement will be the name, address and telephone number of the Civil Rights Compliance Officer.

The Civil Rights Compliance Officer shall also be responsible for handling complaints and grievances regarding discrimination based on race, color, creed, religion, national origin, political affiliation, sexual orientation, weight, age, military status, veteran status, marital status, predisposing genetic characteristics, use of a recognized guide dog, hearing dog or service dog, or domestic violence victim status.

Development and Dissemination of Administrative Regulations

Regulations will be developed for reporting, investigating, and remedying allegations of harassment based on the characteristics described above. An appeal procedure will also be provided to address any unresolved complaints and/or unsatisfactory prior determinations by the applicable Compliance Officer(s). Such regulations will be developed in accordance with federal and state law as well as any applicable collective bargaining agreement(s).

The Superintendent/designee(s) will affirmatively discuss the topic of harassment with all employees and students, express the District's condemnation of such conduct, and explain the sanctions for such harassment. Appropriate training and/or "awareness" programs will be established for staff and students to help ensure knowledge of and familiarity with the issues pertaining to harassment in the schools, and to disseminate preventative measures to help reduce such incidents of prohibited conduct. Furthermore, special training will be provided for designated supervisors and managerial employees, as may be necessary, for the investigation of harassment complaints.

A copy of this policy and its accompanying regulations will be available upon request and may be posted at various locations in each school building. The District's policy and regulations on anti-harassment will be published in appropriate school publications such as teacher/employee handbooks, student handbooks, and/or school calendars.

(continued)

LEVITTOWN SCHOOLS**POLICY # 3420**

Page 5 of 5

COMMUNITY RELATIONS**SUBJECT: NON-DISCRIMINATION AND ANTI-HARASSMENT IN THE SCHOOL DISTRICT (Cont'd.)**

This policy should not be read to abrogate other District policies and/or regulations or the District Code of Conduct prohibiting other forms of unlawful discrimination, inappropriate behavior, and/or hate crimes within this District. It is the intent of the District that all such policies and/or regulations be read consistently to provide the highest level of protection from unlawful discrimination in the provision of employment/educational services and opportunities. However, different treatment of any member of the above named group which has a legitimate, legal and nondiscriminatory reason shall not be considered a violation of District policy.

Age Discrimination in Employment Act, 29 United States Code (USC) Section 621

Americans With Disabilities Act, 42 United States Code (USC) Section 12101 et seq.

Prohibits discrimination on the basis of disability.

Section 504 of the Rehabilitation Act of 1973, 29 United States Code (USC) Section 794 et seq.

Prohibits discrimination on the basis of disability.

Title VI of the Civil Rights Act of 1964, 42 United States Code (USC) Section 2000d et seq.

Prohibits discrimination on the basis of race, color or national origin.

Title VII of the Civil Rights Act of 1964, 42 United States Code (USC) Section 2000e et seq.

Prohibits discrimination on the basis of race, color, religion, sex or national origin.

Title IX of the Education Amendments of 1972, 20 United States Code (USC) Section 1681 et seq.

Prohibits discrimination on the basis of sex.

Civil Rights Law Section 40-c

Prohibits discrimination on the basis of race, creed, color, national origin, sex, sexual orientation, marital status or disability.

Civil Service Law Section 75-B

Education Law Section 2801(1)

Executive Law Section 290 et seq.

Prohibits discrimination on the basis of age, race, creed, color, national origin, sex, sexual orientation, disability, military status, marital status, use of a recognized guide dog, hearing dog or service dog, or domestic violence victim status.

Military Law Sections 242 and 243

NOTE: Refer also to Policies #3000 -- Public Complaints
 #6000 -- Sexual Harassment of District Personnel
 #7000 -- Sexual Harassment of Students

Re-Adopted: February 13, 2013

Revised: February 3, 2016

Revised:

Attachment: Policy 3420 accepted (2460 : Approval of Board of Education Policies)

[illegible]

[illegible]

2016 Appointments, Certified Personnel									
Board Meeting Date: November 2, 2016									
	<u>NAME</u>	<u>LOCATION</u>	<u>CERT.</u>			<u>RATE OF PAY</u>			
	<u>PERMANENT SUBSTITUTES:</u>								
1.	Victoria DeSalvo	Lee Road	Initial			\$100/day			
	<u>PROBATIONARY APPOINTMENTS:</u>								
	<u>NAME</u>	<u>TENURE AREA</u>	<u>CERT.</u>	<u>STEP</u>	<u>LANE</u>	<u>SALARY</u>	<u>LOCATION</u>	<u>DATE</u>	<u>REPLACING</u>
2.	Sabrina LoMonaco	Teaching Assistant	Level I,	1	Level I	\$22,766	GC Tech	11/3/16 - 11/3/20	Fiscante
			Pending						
	<u>PER DIEM SUBSTITUTES: (District-Wide)</u>								
	<u>NAME</u>		<u>CERT.</u>			<u>RATE OF PAY</u>			
3.	Emily McNally		Initial			\$100/day			
4.	Vanessa Jones-Stewart		Initial			\$100/day			
5.	Kristen Schmidt		Initial			\$100/day			
6.	Shantelle Boccione		Provisional			\$100/day			
7.	Jessica Galtieri		Permanent			\$100/day			
In order to be eligible for tenure, an individual receiving a probationary appointment as a classroom teacher or building principal must receive annual composite									
or overall APPR ratings of "Highly Effective" or "Effective" in at least three of the four preceding years, and if the individual receives a rating of "Ineffective"									
in the final year of the probationary period, he or she will not be eligible for tenure at this time.									
									1003
DATE APPROVED: _____ DISTRICT CLERK: _____									

2016 Appointments, Certified Personnel									
Board Meeting Date: November 2, 2016									
	<u>REGULAR SUBSTITUTES:</u>								
8.	Eden Held	Foreign Language	Initial	1	Bachelors	\$48,356	MacArthur	11/28/16 - TBD	Dawson (.8)
9.	Violanda Mathis	Foreign Language	Initial	1	Bachelors	\$12,089	MacArthur	11/28/16 - TBD	Dawson (.2)
Ms. Mathis, previously appointed to a .8 position at the July 20, 2016 board meeting, is now being increased .2 for a leave of absence.									
	<u>PROBATIONARY APPOINTMENTS:</u>								
10.	Francine Schopen	Teaching Assistant	Level III	1	3	\$23,937	East Broadway	TBD	Damiani
In order to be eligible for tenure, an individual receiving a probationary appointment as a classroom teacher or building principal must receive annual composite or overall APPR ratings of "Highly Effective" or "Effective" in at least three of the four preceding years, and if the individual receives a rating of "Ineffective" in the final year of the probationary period, he or she will not be eligible for tenure at this time.									
									1003.1
DATE APPROVED: _____ DISTRICT CLERK: _____									

[illegible]

Packet Pg. 96

[illegible]

Patricia Leavy

- 2728 Oak Drive • North Bellmore, NY 11710
- (516) 998-6474 • pleavy23@gmail.com

EMPLOYMENT

Levittown School District, Levittown, NY

October 2004 - Present

School Nurse

- Provide care and health management for students at Division Avenue High School
- Maintain student immunization records
- Educate faculty and staff about Epi-pen usage and blood borne pathogen exposure prevention
- Assisted in development of concussion management protocol

Hospice Care Network, Woodbury, NY

August 2014 – November 2015

Per Diem Nurse

- Performed comprehensive assessment of newly admitted patients to establish a plan of care
- Managed current patient symptoms
- Educated and empowered patients and their families about disease progression
- Educated caregivers about medication administration to manage patient symptoms
- Acted as liaison between physicians, patients, and families to coordinate palliative and end-of-life care
- Charted electronically using Suncoast Solutions hospice inpatient management system

The Gormley Family, New York, NY

March 2011-August 2012

Private Duty Nurse

- Coordinated outpatient appointments
- Instructed nursing assistant
- Set up medications for the week and monitored medication administration
- Liaison to long term insurance company
- Facilitated transition to inpatient hospice

Christa House, West Babylon, NY

December 2003 – October 2004

Director of Resident Care

- Coordinated palliative care for 12 residents
- Supervised nursing assistants
- Collaborated with hospice care agencies to provide care for our residents

Winthrop University Hospital, Mineola, NY

Staff Nurse in Division of Rheumatology and Allergy

June 1996 – June 2012

- Assisted five physicians with office procedures, including allergy shots, skin testing (scratch and intradermal), patch testing, phone call triage, infusion therapy, and pre-authorization for medication and infusion therapy
- Developed and presented anaphylaxis and Epi-pen training workshops for parents, teachers, school administrators, coaches, and school nurses
- Prepared individual allergy vials for patient immunotherapy
- Collaborated with other staff members to create asthma education programs for schools and communities
- Facilitated a Lupus support group

Per Diem Float Medical-Surgical Units

September 1988 – June 1996

- Practiced primary care nursing

Staff Nurse in Dialysis Unit

April 1987 – November 1987

- Performed dialysis treatment

Mercy Hospital, Rockville Centre, NY

Staff Nurse Orthopedic Unit

November 1985 – March 1987

- Provided primary care nursing to pre and post-op orthopedic patients

Attachment: 1004 Coaching Nov 2image2016-10-25-142543 (2475 : Schedules)

EDUCATION

ADELPHI UNIVERSITY, Garden City, NY
Bachelor of Science in Nursing

Graduated May 1985

LICENSES

- NYS Registered Nurse License 328730

MATTHEW JAMES BOCKSEL

12 Lucille Drive, Syosset, New York 11791

516.496.8287-Home

Objective

Dedicated educator with two years of experience in teaching seeking a position as a physical education teacher. Maintains a passion for instilling in children the importance of lifelong learning, health, and fitness. Serves as a role model through extensive participation in fitness activities and coaching of competitive and noncompetitive activities with a focus on team sportsmanship, physical strength, endurance, and flexibility.

Education

January 2013 – May 2016

City University of New York at Queens College
Queens, New York
Fitness and Exercise Science: P.E.
Certification Pending

August 2000 – December 2003

State University of New York at Cortland
Cortland, New York
Degree: B.A. Communications

Work Experience

June 2016- Present

Director Endeavor Program
Crestwood Country Day Camp
Melville, New York

- Pilot program for children that have a unique need both socially and emotionally, and for different reasons have not been able to thrive in the traditional camp setting.
- Our behavior plans provide children the necessary structure and predictability they need to develop these skills and flourish.
- Focus on a social, personal and physical development that align with the IEP goals of students while attending camp and will transfer to the school setting.

September 2015- Present

Teacher Assistant ABA Classroom
MacArthur High School
Levittown, New York

- Adapts classroom activities, assignments and/or materials under the direction of the classroom teacher for the purpose of supporting and reinforcing classroom objectives.
- Communicates with teachers and other district personnel for the purpose of assisting in evaluating progress and/or implementing IEP objectives
- Implements under the supervision of assigned teacher, instructional programs and lesson plans (e.g. reading, math, language comprehension, writing, computer, etc.) for the purpose of presenting and/or reinforcing learning concepts
- Implements under the supervision of assigned teacher, behavioral plans designed by IEP team for students with behavior disorders or other special conditions for the purpose of presenting and/or reinforcing learning concepts.

August 2013 –June 2015

Adapted Physical Education Teacher
Gersh Autism Education
West Hempstead, New York

- Manage a special education P.E. classroom with responsibility for teaching, grading, assessing, conduct, parent communications, and coordination of extracurricular and athletic activities.

Attachment: 1004 Coaching Nov 2image2016-10-25-142543 (2475 : Schedules)

1004.4

Packet Pg. 99

MATTHEW JAMES BOCKSEL

12 Lucille Drive, Syosset, New York 11791

516.496.8287-Home

- Teach gross motor skills to a variety of students in ages (K-12) as well as disabilities (cognitive and physical).
- Collaborating with Service Providers/Special Education teachers to follow students IEP and implement an individual plan for each student.
- Help work with students using a general physical education curriculum in an effort to garner an inclusion atmosphere.
- Classroom management of para-professionals and teachers assistants.
- Design and teach interdisciplinary lessons in areas of science, social studies, literature, grammar, spelling, writing, and math in accordance with New York State teaching standards.

December 2013 -- June 2015

Director
Gersh Social Club
Huntington, New York

- Create, implement and oversee social and recreational programming for over 50 members on a weekly basis.
- Create marketing materials, perform intake interviews and manage enrollment.
- Create a variety of activities that encompass culinary, arts and crafts, sensory, science and physical aspects.
- Oversee a staff of group leaders and assistants who work with the members.
- Ensure quality control in member and parent interactions.
- Structure programming to minimize behaviors and maximize the attainment of social skills.

June 2013- Present

Adventure Activities Director
West Hills Day Camp
Huntington, New York

- Manage a staff of 20 on how to safely run adventure activities (zip line, high ropes course, rock climbing, bungee and team building).
- Organize and schedule the daily routine from set-up to breakdown to ensure all 700 campers stay safe, have fun and learn something.
- Certification in high ropes climbing and belaying.

November 2007- June 2011

Vice President Sales
Bowne International
London, England

- Develop, maintain and leverage relationships with Issuers, Corporate Lawyers, Investment Bankers and other advisors with a view to securing transactional business (IPO, M&A and Debt orientated documentation).
- Manage and implement business development strategies in assigned regions – England, Sweden, Egypt and Africa.
- Represent Bowne at relevant London and Regional conferences and seminars.
- Identify and build relationships / joint ventures with local partners in regions where Bowne does not have an existing presence.
- Manage negotiations with the Issuers and the working group during pitch, project execution and final invoice phases of each transaction.
- Develop and manage effective internal relationships.
- Generated over \$2 million in revenue from transactional business in first year.

MATTHEW JAMES BOCKSEL**12 Lucille Drive, Syosset, New York 11791****516.496.8287-Home**

August 2005 – August 2007

Deal Manager Associate

RR Donnelley Financial

New York, New York

- Develop and maintain on-going client relationships.
- Determine client expectations and execute service solutions to ensure client needs are met or exceeded.
- Create and transmit live EDGAR filings to the Securities and Exchange Commission (SEC) including 8-K's, 10-K's, 10-Q's, etc...
- Organize and manage multiple jobs/tasks in an efficient and productive manner while ensuring accuracy of work.

Attachment: 1004 Coaching Nov 2image2016-10-25-142543 (2475 : Schedules)

1004.6

BRADLEY GRIMINGER
 93 Knoll Lane
 Levittown, NY 11756
 Home: 516-735-8744
 Cell: 516-459-9816
 E-Mail: bgrimi1@pride.hofstra.edu

COACHING (VOLUNTEER):

Coach, MacArthur High School Basketball program

- Summer 2011-present (5+ years)
 - Coach and assist the program's head coach in offseason games and tournaments.
 - Work with players of all ages and grade levels (Varsity, Junior Varsity, etc.)

Coach, St. Bernard's Intramural Basketball program

- Winter 2012
 - Drafted and coached a team of twelve and thirteen year olds during games and practices.

ATHLETICS:

Hofstra Club Lacrosse: Fall 2011-Spring 2015 (4 years)

MacArthur High School: Varsity Football, Basketball and Lacrosse, Grades 11 and 12

- Captain: Varsity Basketball and Varsity Lacrosse, Grade 12
- Defensive Captain: Varsity Football, Grade 12

Junior Varsity Football, Basketball, and Lacrosse, Grades 9 and 10

- Captain: Junior Varsity Basketball and Lacrosse, Grade 10
- Defensive Captain: Junior Varsity Football, Grade 10

Recipient: Jeff Shaw Memorial Award for Team Contributions (basketball), 2011

Recipient: Long Island Metropolitan Lacrosse Foundation Unsung Hero Award, 2011

Recipient: Junior Varsity Basketball Scholar Athlete Award, 2009

Recipient: MacArthur Generals Lacrosse Coaches Award, 2009

EDUCATION:

Hofstra University: Fall 2011-Spring 2016

- Bachelor's of Science in Community Health, 3.75 GPA
- 3.30 GPA Overall
- 166 credits completed

MacArthur High School: Fall 2007-Spring 2011

- Renaissance Scholar
- Advanced Regents Diploma

EMPLOYMENT:

Nassau County Department of Health: Summer 2013-2016

Hofstra University Telepledge: Summer 2012-2013

2016 Designation, Consultants							
Board Meeting Date: November 2, 2016							
	NAME	TOPIC	EFFECTIVE		SCHOOL	SALARY	CODE
			DATE				
1.	Juarline Stavrinos	Calm & Connected	1/3/17		LMEC	\$300.00	A2110.4750
		Educator					
2.	Paige Hardison	Sing Together	10/17 - 11/21		Adult Ed	\$246.30	A2335.1500
	(sub for Jennifer Dzielak)	6 weeks, Monday nights					
3.	Eugene McCoy	Piano Class	10/18 - 11/29		Adult Ed	\$369.45	A2335.4000
	(sub for Jennifer Dzielak)	6 weeks, Tuesday nights					
4.	Eugene McCoy	Piano Accompanist -	December 2016 -		MacArthur,	\$1,914.08	A2110.4490
		Choral Concerts	May 2017		Salk, Wisdom,		
					Division		
5.	Lisa Polito	Musical Pit Musician	11/14 - 11/19, 2016		MacArthur	\$300.00	A2110.4490
		Addam's Family					
6.	Nassau Community College	3-D Printing with Focus	11/8/16		LMEC	\$1,050.00	A211.4750
		on the Classroom Integration					
7.	Steven Henry	Pit Orchestra	11/14 - 11/19		MacArthur	\$300.00	A2110.4490
		Addam's Family					
							1005
DATE APPROVED: _____ DISTRICT CLERK: _____							

[illegible]

[illegible]

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[illegible]

POLICY

2016

5681
1 of 2

Students

SUBJECT: SCHOOL SAFETY PLANS

The District considers the safety of its students and staff to be of the utmost importance and is keenly aware of the evolving nature of threats to schools. As such, it will address those threats accordingly through appropriate emergency response planning. The District-wide school safety plan and the building-level emergency response plan will be designed to prevent or minimize the effects of serious violent incidents and emergencies and to facilitate the coordination of schools and the District with local and county resources in the event of these incidents or emergencies.

These plans will be reviewed by the appropriate team on at least an annual basis and updated as needed by September 1. Specifically, the Board will make each District-wide school safety plan available for public comment at least 30 days prior to its adoption. The District-wide school safety plans may only be adopted by the Board after at least one public hearing that provides for the participation of school personnel, parents, students, and any other interested parties. Additionally, the District-wide school safety plan will designate the Superintendent or designee as the chief emergency officer responsible for coordinating communication between school staff and law enforcement and first responders, and for ensuring staff understanding of this plan. Similarly, the Superintendent will be responsible for ensuring the completion and yearly updating of building-level emergency response plans.

*Although the District has a single school building, in accordance with relevant law and regulation, it will develop separate district-wide and building-level plans as described above. The District may appeal to the Commissioner of Education in order to develop a single comprehensive plan.

District-Wide School Safety Plan

District-wide school safety plan means a comprehensive, multi-hazard school safety plan that covers all school buildings of the District, addresses crisis intervention, emergency response and management at the District level, and has the contents as prescribed in Education Law and Commissioner's regulations.

The District-wide school safety plan will be developed by the District-wide school safety team appointed by the Board. The District-wide team will include, but not be limited to, representatives of the Board, **student, teacher, administrator, and parent organizations, school safety personnel, and other school personnel.

The plan will further address, among other items as set forth in Education Law and Commissioner's regulations, how the District will respond to implied or direct threats of violence by students, teachers, other school personnel as well as visitors to the school, including threats by students against themselves (e.g. suicide).

**Customize to District -- If District has only one school building, and plans on appealing the requirement for separate plans, please adjust this paragraph accordingly.*

*** Allowing a student member to participate on the safety team is now optional, not required. Please customize accordingly. A student may participate provided that no confidential information is shared with that student.*

(Continued)

POLICY

2016

5681
2 of 2

Students

SUBJECT: SCHOOL SAFETY PLANS (Cont'd.)

Building-Level Emergency Response Plan

Building-level emergency response plan means a plan that addresses crisis intervention, emergency response and management at the building level and has the contents as prescribed in Education Law and Commissioner's regulations. As part of this plan, the District will define the chain of command in a manner consistent with the National Incident Management System (NIMS)/Incident Command System (ICS).

The building-level emergency response plan will be developed by the building-level emergency response team. The building-level emergency response team is a building-specific team appointed by the building principal, in accordance with regulations or guidelines prescribed by the Board. The building-level team will include, but not be limited to, representatives of teacher, administrator, and parent organizations, school safety personnel and other school personnel, community members, law enforcement officials, fire officials, or other emergency response agencies, and any other representatives the Board deems appropriate.

Training Requirement

The District will submit certification to the New York State Education Department that all District and school staff have received annual training on the emergency response plan, and that this training included components on violence prevention and mental health. New employees hired after the start of the school year will receive training within 30 days of hire, or as part of the District's existing new hire training program, whichever is sooner.

Filing/Disclosure Requirements

The District will file a copy of its District-wide school safety plan and any amendments with the Commissioner of Education no later than 30 days after its adoption. A copy of each building-level emergency response plan and any amendments will be filed with the appropriate local law enforcement agency and with the state police within 30 days of its adoption. Building-level emergency response plans will be kept confidential and are not subject to disclosure under the Freedom of Information Law (FOIL) or any other provision of law.

Homeland Security Presidential Directives - HSPD-5, HSPD-8
Homeland Security Act of 2002, 6 USC § 101
Education Law §§ 807, 2801-a
Public Officers Law Article 6
8 NYCRR § 155.17

Adoption Date

LEVITTOWN SCHOOLS

POLICY # 5681

Page 1 of 2

NON-INSTRUCTIONAL/BUSINESS OPERATIONS

SUBJECT: SCHOOL SAFETY PLANS

The District considers the safety of its students and staff to be of the utmost importance and is keenly aware of the evolving nature of threats to schools. As such, it will address those threats accordingly through appropriate emergency response planning. The District-wide school safety plan and building-level emergency response plan will be designed to prevent or minimize the effects of serious violent incidents and emergencies and to facilitate the coordination of schools and the District with local and county resources in the event of these incidents or emergencies. school safety plans have been adopted by the School Board only after at least one (1) public hearing that provided for the participation of school personnel, parents, students, and any other interested parties.

Each ~~These~~ plans ~~shall~~ will be reviewed by the appropriate ~~school safety~~ team on at least an annual basis, updated as needed by ~~July~~ September 1 and recommended to the Board of Education for approval. These plans will be designed to prevent or minimize the effects of serious violent incidents and emergencies and to facilitate the coordination of schools and the School District with local and county resources in the event of such incidents or emergencies.

District-Wide School Safety Plan

District-wide school safety plan means a comprehensive, multi-hazard school safety plan that covers all school buildings of the School District, that addresses prevention and intervention strategies, emergency response and management at the District level and has the contents as prescribed in Education Law and Commissioner's Regulations.

The District-wide school safety plan shall be developed by the District-wide school safety team appointed by the Board of Education. The District-wide team shall include, but not be limited to, representatives of the School Board, ~~student~~, teacher, administrator, and parent organizations, school safety personnel and other school personnel.

The plan will further address, among other items as set forth in Education Law and Commissioner's regulations, how the District will respond to implied or direct threats of violence by students, teachers, other school personnel as well as visitors to the school, including threats by students against themselves (e.g. suicide).

Building-Level School Safety Plans

Building-level school safety plan means a building-specific school emergency response plan that addresses prevention and intervention strategies, emergency response and management at the building level and has the contents as prescribed in Education Law and Commissioner's Regulations. As part of this plan the District will define the chain of command in a manner consistent with the National Incident Management System (NIMS)/Incident Command System (ICS).

(continued)

Attachment: Policy 5681 Redlined (2463 : Board Policies - First Read)

LEVITTOWN SCHOOLS**POLICY # 5681**

Page 2 of 2

NON-INSTRUCTIONAL/BUSINESS OPERATIONS**SUBJECT: SCHOOL SAFETY PLANS (Cont'd.)**

The building-level plan shall be developed by the building-level school safety team. The building-level school safety team means a building-specific team appointed by the Building Principal, in accordance with regulations or guidelines prescribed by the Board of Education. The building-level team shall include, but not be limited to, representatives of teacher, administrator, and parent organizations, school safety personnel, other school personnel, community members, local law enforcement officials, local ambulance or other emergency response agencies, and any other representatives the School Board deems appropriate.

~~If the District receives federal preparedness funds, the District requires appropriate personnel to complete the IS-700 NIMS (National Incident Management System) introductory course.~~

Training Requirement

The District will submit certification to the New York State Education Department that all District and school staff have received annual training on the emergency response plan, and that this training included components on violence prevention and mental health. New employees hired after the start of the school year will receive training within 30 days of hire, or as part of the District's existing new hire training program, whichever is sooner.

Filing/Disclosure Requirements

The District shall file a copy of its comprehensive District-wide school safety plan and any amendments thereto with the Commissioner of Education no later than thirty (30) days after their adoption. A copy of each building-level school safety plan and any amendments thereto shall be filed with the appropriate local law enforcement agency and with the state police within thirty (30) days of its adoption. Building-level emergency response plans shall be confidential and shall **not** be subject to disclosure under the Freedom of Information Law or any other provision of law.

Homeland Security Presidential Directives - HSPD-5, HSPD-8
 Homeland Security Act of 2002, 6 United States Code (USC) Section 101
 Education Law Section 2801-a
 Public Officers Law Article 6
 8 New York Code of Rules and Regulations (NYCRR) Section 155.17

Re-Adopted: July 11, 2012

LEVITTOWN SCHOOLS**POLICY # 5681**

Page 1 of 2

NON-INSTRUCTIONAL/BUSINESS OPERATIONS**SUBJECT: SCHOOL SAFETY PLANS**

The District considers the safety of its students and staff to be of the utmost importance and is keenly aware of the evolving nature of threats to schools. As such, it will address those threats accordingly through appropriate emergency response planning. The District-wide school safety plan and building-level emergency response plan will be designed to prevent or minimize the effects of serious violent incidents and emergencies and to facilitate the coordination of schools and the District with local and county resources in the event of these incidents or emergencies.

These plans will be reviewed by the appropriate team on at least an annual basis, updated as needed by September 1 and recommended to the Board of Education for approval. These plans will be designed to prevent or minimize the effects of serious violent incidents and emergencies and to facilitate the coordination of schools and the School District with local and county resources in the event of such incidents or emergencies.

District-Wide School Safety Plan

District-wide school safety plan means a comprehensive, multi-hazard school safety plan that covers all school buildings of the School District, that addresses prevention and intervention strategies, emergency response and management at the District level and has the contents as prescribed in Education Law and Commissioner's Regulations.

The District-wide school safety plan shall be developed by the District-wide school safety team appointed by the Board of Education. The District-wide team shall include, but not be limited to, representatives of the School Board, teacher, administrator, and parent organizations, school safety personnel and other school personnel.

The plan will further address, among other items as set forth in Education Law and Commissioner's regulations, how the District will respond to implied or direct threats of violence by students, teachers, other school personnel as well as visitors to the school, including threats by students against themselves (e.g. suicide).

Building-Level School Safety Plans

Building-level school safety plan means a building-specific school emergency response plan that addresses prevention and intervention strategies, emergency response and management at the building level and has the contents as prescribed in Education Law and Commissioner's Regulations. As part of this plan the District will define the chain of command in a manner consistent with the National Incident Management System (NIMS)/Incident Command System (ICS).

(continued)

Attachment: Policy 5681 Accepted (2463 : Board Policies - First Read)

LEVITTOWN SCHOOLS**POLICY # 5681**

Page 2 of 2

NON-INSTRUCTIONAL/BUSINESS OPERATIONS**SUBJECT: SCHOOL SAFETY PLANS (Cont'd.)**

The building-level plan shall be developed by the building-level school safety team. The building-level school safety team means a building-specific team appointed by the Building Principal, in accordance with regulations or guidelines prescribed by the Board of Education. The building-level team shall include, but not be limited to, representatives of teacher, administrator, and parent organizations, school safety personnel, other school personnel, community members, local law enforcement officials, local ambulance or other emergency response agencies, and any other representatives the School Board deems appropriate.

Training Requirement

The District will submit certification to the New York State Education Department that all District and school staff have received annual training on the emergency response plan, and that this training included components on violence prevention and mental health. New employees hired after the start of the school year will receive training within 30 days of hire, or as part of the District's existing new hire training program, whichever is sooner.

Filing/Disclosure Requirements

The District shall file a copy of its comprehensive District-wide school safety plan and any amendments thereto with the Commissioner of Education no later than thirty (30) days after their adoption. A copy of each building-level school safety plan and any amendments thereto shall be filed with the appropriate local law enforcement agency and with the state police within thirty (30) days of its adoption. Building-level emergency response plans shall be confidential and shall **not** be subject to disclosure under the Freedom of Information Law or any other provision of law.

Homeland Security Presidential Directives - HSPD-5, HSPD-8
 Homeland Security Act of 2002, 6 United States Code (USC) Section 101
 Education Law Section 2801-a
 Public Officers Law Article 6
 8 New York Code of Rules and Regulations (NYCRR) Section 155.17

Re-Adopted: July 11, 2012

Attachment: Policy 5681 Accepted (2463 : Board Policies - First Read)

LEVITTOWN SCHOOLS**POLICY # 5683**

Page 1 of 3

NON-INSTRUCTIONAL/BUSINESS OPERATIONS**SUBJECT: FIRE DRILLS, BOMB THREATS AND BUS EMERGENCY DRILLS****Fire Drills**

The administration of each school building shall provide instruction for and training of students, through fire drills, in procedures for leaving the building in the shortest possible time and without confusion or panic.

Fire drills shall be held at least twelve (12) times in each school year; eight (8) of these shall be held between September 1 and December 1. At least one-third (1/3) of all such required drills shall be through use of the fire escapes on buildings where fire escapes are provided. At least one (1) of the twelve (12) drills shall be held during each of the regular lunch periods, or shall include special instruction on the procedures to be followed if a fire occurs during a student's lunch period.

At least two (2) additional drills shall be held during summer school in buildings where summer school is conducted and one (1) of these drills shall be held during the first week of summer school.

It is recommended that the following drill exercises should be practiced on a quarterly basis; lockdown, lockout, shelter in place and evacuation. It is recommended that these drills be table-topped, functional, and full scale exercises. (See drill fact sheets by the New York Center for School Safety (New York State Center for School Safety, NYSCSS, 2008, May)).

After-School Programs

The Building Principal or his/her designee shall require those in charge of after-school programs, attended by any individuals unfamiliar with the school building, to announce at the beginning of such programs the procedures to be followed in the event of an emergency.

Bomb ThreatsSchool Bomb Threats

No bomb threat should be treated as a hoax when it is first received. The obligation and responsibility to ensure the safety and protection of the students and other occupants upon the receipt of any bomb threat must take precedence over a search for a suspect object. If the bomb threat indicates that a bomb is in the school, then building evacuation is necessary unless the building has been previously inspected and secured in accordance with State Education Department Guidelines.

The decision to evacuate a building or to take shelter is dependent upon information about where the bomb is placed and how much time there is to reach a place of safety. Routes of egress and evacuation or sheltering areas must be thoroughly searched for suspicious objects before ordering an evacuation.

(Continued)

LEVITTOWN SCHOOLS**POLICY # 5683**

Page 2 of 3

NON-INSTRUCTIONAL/BUSINESS OPERATIONS**SUBJECT: FIRE DRILLS, BOMB THREATS AND BUS EMERGENCY DRILLS (Cont'd.)**Police Notification and Investigation

A bomb threat to a school is a criminal act, which is within the domain and responsibility of law enforcement officials. Appropriate State, county, and/or local law enforcement agencies must be notified of any bomb threat as soon as possible after the receipt of the threat.

Therefore, the building administrator or designee is to notify local law enforcement officials and follow established procedures to move all occupants out of harm's way.

Implementation

The Board of Education directs the Superintendent to develop District-wide School Safety Plan and the building level school safety plan, with provisions to provide written information to all staff and students regarding emergency procedures by October 1 of each school year, an annual drill to test the emergency response procedures under each of its building level school safety plans; and the annual updating of the District-wide and building level school safety plans, by July 1, as mandated pursuant to law and/or regulation.

Bus Emergency Drills

The Board of Education directs the administration to conduct a minimum of three (3) emergency drills to be held on each school bus during the school year. The first drill is to be conducted during the first seven (7) days of school, the second drill between November 1 and December 31, and the third drill between March 1 and April 30. No drills shall be conducted when buses are on routes.

Students who ordinarily walk to school shall also be included in the drills. Students attending public and nonpublic schools who do not participate in regularly scheduled drills shall also be provided drills on school buses, or as an alternative, shall be provided classroom instruction covering the content of such drills.

Each drill shall include instruction in all topics mandated by the Education Law and the Commissioner's Regulations and shall include, but will not be limited to, the following:

- a) Safe boarding and exiting procedures with specific emphasis on when and how to approach, board, disembark, and move away from the bus after disembarking;
- b) The location, use and operation of the emergency door, fire extinguishers, first aid equipment and windows as a means of escape in case of fire or accident;
- c) Orderly conduct as bus passengers.

(Continued)

LEVITTOWN SCHOOLS**POLICY # 5683**

Page 3 of 3

NON-INSTRUCTIONAL/BUSINESS OPERATIONS**SUBJECT: FIRE DRILLS, BOMB THREATS AND BUS EMERGENCY DRILLS (Cont'd.)**Instruction on Use of Seat Belts

When a school bus is equipped with seat safety belts, the District shall ensure that all students who are transported on such school bus owned, leased or contracted for by the District or BOCES shall receive instruction on the use of seat safety belts. Such instruction shall be provided at least three (3) times each year to both public and nonpublic school students who are so transported and shall include, but not be limited to:

- a) Proper fastening and release of seat safety belts;
- b) Acceptable placement of seat safety belts on students;
- c) Times at which the seat safety belts should be fastened and released; and
- d) Acceptable placement of the seat safety belts when not in use.

Education Law Sections 807, 2801-a and 3623

Penal Law Sections 240.55, 240.60 and 240.62

8 New York Code of Rules and Regulations (NYCRR) Sections 155.17, 156.3(f), 156.3(g) and 156.3(h)(2)

Re-Adopted: July 11, 2012

LEVITTOWN SCHOOLS**POLICY # 5683**

Page 1 of 3

NON-INSTRUCTIONAL/BUSINESS OPERATIONS**SUBJECT: ~~FIRE-~~ EMERGENCY DRILLS, BOMB THREATS AND BUS EMERGENCY DRILLS****Fire Drills**Emergency drills include, lockdown, lockout, shelter in place and evacuation

The administration of each school building shall provide instruction for and training of students, through ~~fire-emergency~~ drills, in procedures for leaving the building in the shortest possible time and without confusion or panic.

Emergency Drills

In accordance with NYS Education Law, schools will hold twelve emergency drill per year, four of which must be lockdown drills, and the remaining eight are required to be evacuation drills. Eight of the required twelve drills will be completed by December 31st.

~~Fire drills shall be held at least twelve (12) times in each school year; eight (8) of these shall be held between September 1 and December 1. At least one third (1/3) of all such required drills shall be through use of the fire escapes on buildings where fire escapes are provided. At least one (1) of the twelve (12) drills shall be held during each of the regular lunch periods, or shall include special instruction on the procedures to be followed if a fire occurs.~~ an emergency drill is necessary during a student's lunch period.

At least two (2) additional drills shall be held during summer school in buildings where summer school is conducted and one (1) of these drills shall be held during the first week of summer school.

~~It is recommended that the following drill exercises should be practiced on a quarterly basis: lockdown, lockout, shelter in place and evacuation.~~ It is recommended that these drills be table-topped, functional, and full scale exercises. (See drill fact sheets by the New York Center for School Safety (New York State Center for School Safety, NYSCSS, 2008, May)).

After-School Programs

The Building Principal or his/her designee shall require those in charge of after-school programs, attended by any individuals unfamiliar with the school building, to announce at the beginning of such programs the procedures to be followed in the event of an emergency.

Bomb Threats**School Bomb Threats**

No bomb threat should be treated as a hoax when it is first received. The obligation and responsibility to ensure the safety and protection of the students and other occupants upon the receipt of any bomb threat must take precedence over a search for a suspect object. If the bomb threat indicates that a bomb is in the school, then building evacuation is necessary unless the building has been previously inspected and secured in accordance with State Education Department Guidelines.

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LEVITTOWN SCHOOLS**POLICY # 5683**

Page 2 of 3

NON-INSTRUCTIONAL/BUSINESS OPERATIONS**SUBJECT: ~~FIRE~~ EMERGENCY DRILLS, BOMB THREATS AND BUS EMERGENCY DRILLS**

The decision to evacuate a building or to take shelter is dependent upon information about where the bomb is placed and how much time there is to reach a place of safety. Routes of egress and evacuation or sheltering areas must be thoroughly searched for suspicious objects before ordering an evacuation.

Police Notification and Investigation

A bomb threat to a school is a criminal act, which is within the domain and responsibility of law enforcement officials. Appropriate State, county, and/or local law enforcement agencies must be notified of any bomb threat as soon as possible after the receipt of the threat.

Therefore, the building administrator or designee is to notify local law enforcement officials and follow established procedures to move all occupants out of harm's way.

Implementation

The Board of Education directs the Superintendent to develop District-wide School Safety Plan and the building level school safety plan, with provisions to provide written information to all staff and students regarding emergency procedures by October 1 of each school year, an annual drill to test the emergency response procedures under each of its building level school safety plans; and the annual updating of the District-wide and building level school safety plans, by July 1, as mandated pursuant to law and/or regulation.

Bus Emergency Drills

The Board of Education directs the administration to conduct a minimum of three (3) emergency drills to be held on each school bus during the school year. The first drill is to be conducted during the first seven (7) days of school, the second drill between November 1 and December 31, and the third drill between March 1 and April 30. No drills shall be conducted when buses are on routes.

Students who ordinarily walk to school shall also be included in the drills. Students attending public and nonpublic schools who do not participate in regularly scheduled drills shall also be provided drills on school buses, or as an alternative, shall be provided classroom instruction covering the content of such drills.

Each drill shall include instruction in all topics mandated by the Education Law and the Commissioner's Regulations and shall include, but will not be limited to, the following:

- a) Safe boarding and exiting procedures with specific emphasis on when and how to approach, board, disembark, and move away from the bus after disembarking;
- b) The location, use and operation of the emergency door, fire extinguishers, first aid equipment and windows as a means of escape in case of fire or accident;
- c) Orderly conduct as bus passengers.

LEVITTOWN SCHOOLS**POLICY # 5683**

Page 3 of 3

NON-INSTRUCTIONAL/BUSINESS OPERATIONS

SUBJECT: ~~FIRE~~ EMERGENCY DRILLS, BOMB THREATS AND BUS EMERGENCY DRILLS

Instruction on Use of Seat Belts

When a school bus is equipped with seat safety belts, the District shall ensure that all students who are transported on such school bus owned, leased or contracted for by the District or BOCES shall receive instruction on the use of seat safety belts. Such instruction shall be provided at least three (3) times each year to both public and nonpublic school students who are so transported and shall include, but not be limited to:

- a) Proper fastening and release of seat safety belts;
- b) Acceptable placement of seat safety belts on students;
- c) Times at which the seat safety belts should be fastened and released; and
- d) Acceptable placement of the seat safety belts when not in use.

Education Law Sections 807, 2801-a and 3623

Penal Law Sections 240.55, 240.60 and 240.62

8 New York Code of Rules and Regulations (NYCRR) Sections 155.17, 156.3(f), 156.3(g) and 156.3(h)(2)

Re-Adopted: July 11, 2012

Revised:

LEVITTOWN SCHOOLS**POLICY # 5683**

Page 1 of 3

NON-INSTRUCTIONAL/BUSINESS OPERATIONS**SUBJECT: FIRE DRILLS, BOMB THREATS AND BUS EMERGENCY DRILLS****Fire Drills**

The administration of each school building shall provide instruction for and training of students, through fire drills, in procedures for leaving the building in the shortest possible time and without confusion or panic.

Fire drills shall be held at least twelve (12) times in each school year; eight (8) of these shall be held between September 1 and December 1. At least one-third (1/3) of all such required drills shall be through use of the fire escapes on buildings where fire escapes are provided. At least one (1) of the twelve (12) drills shall be held during each of the regular lunch periods, or shall include special instruction on the procedures to be followed if a fire occurs during a student's lunch period.

At least two (2) additional drills shall be held during summer school in buildings where summer school is conducted and one (1) of these drills shall be held during the first week of summer school.

It is recommended that the following drill exercises should be practiced on a quarterly basis; lockdown, lockout, shelter in place and evacuation. It is recommended that these drills be table-topped, functional, and full scale exercises. (See drill fact sheets by the New York Center for School Safety (New York State Center for School Safety, NYSCSS, 2008, May)).

After-School Programs

The Building Principal or his/her designee shall require those in charge of after-school programs, attended by any individuals unfamiliar with the school building, to announce at the beginning of such programs the procedures to be followed in the event of an emergency.

Bomb ThreatsSchool Bomb Threats

No bomb threat should be treated as a hoax when it is first received. The obligation and responsibility to ensure the safety and protection of the students and other occupants upon the receipt of any bomb threat must take precedence over a search for a suspect object. If the bomb threat indicates that a bomb is in the school, then building evacuation is necessary unless the building has been previously inspected and secured in accordance with State Education Department Guidelines.

The decision to evacuate a building or to take shelter is dependent upon information about where the bomb is placed and how much time there is to reach a place of safety. Routes of egress and evacuation or sheltering areas must be thoroughly searched for suspicious objects before ordering an evacuation.

(Continued)

Attachment: Policy 5683 Accepted (2463 : Board Policies - First Read)

LEVITTOWN SCHOOLS**POLICY # 5683**

Page 2 of 3

NON-INSTRUCTIONAL/BUSINESS OPERATIONS**SUBJECT: FIRE DRILLS, BOMB THREATS AND BUS EMERGENCY DRILLS (Cont'd.)**Police Notification and Investigation

A bomb threat to a school is a criminal act, which is within the domain and responsibility of law enforcement officials. Appropriate State, county, and/or local law enforcement agencies must be notified of any bomb threat as soon as possible after the receipt of the threat.

Therefore, the building administrator or designee is to notify local law enforcement officials and follow established procedures to move all occupants out of harm's way.

Implementation

The Board of Education directs the Superintendent to develop District-wide School Safety Plan and the building level school safety plan, with provisions to provide written information to all staff and students regarding emergency procedures by October 1 of each school year, an annual drill to test the emergency response procedures under each of its building level school safety plans; and the annual updating of the District-wide and building level school safety plans, by July 1, as mandated pursuant to law and/or regulation.

Bus Emergency Drills

The Board of Education directs the administration to conduct a minimum of three (3) emergency drills to be held on each school bus during the school year. The first drill is to be conducted during the first seven (7) days of school, the second drill between November 1 and December 31, and the third drill between March 1 and April 30. No drills shall be conducted when buses are on routes.

Students who ordinarily walk to school shall also be included in the drills. Students attending public and nonpublic schools who do not participate in regularly scheduled drills shall also be provided drills on school buses, or as an alternative, shall be provided classroom instruction covering the content of such drills.

Each drill shall include instruction in all topics mandated by the Education Law and the Commissioner's Regulations and shall include, but will not be limited to, the following:

- a) Safe boarding and exiting procedures with specific emphasis on when and how to approach, board, disembark, and move away from the bus after disembarking;
- b) The location, use and operation of the emergency door, fire extinguishers, first aid equipment and windows as a means of escape in case of fire or accident;
- c) Orderly conduct as bus passengers.

(Continued)

Attachment: Policy 5683 Accepted (2463 : Board Policies - First Read)

LEVITTOWN SCHOOLS**POLICY # 5683**

Page 3 of 3

NON-INSTRUCTIONAL/BUSINESS OPERATIONS**SUBJECT: FIRE DRILLS, BOMB THREATS AND BUS EMERGENCY DRILLS (Cont'd.)**Instruction on Use of Seat Belts

When a school bus is equipped with seat safety belts, the District shall ensure that all students who are transported on such school bus owned, leased or contracted for by the District or BOCES shall receive instruction on the use of seat safety belts. Such instruction shall be provided at least three (3) times each year to both public and nonpublic school students who are so transported and shall include, but not be limited to:

- a) Proper fastening and release of seat safety belts;
- b) Acceptable placement of seat safety belts on students;
- c) Times at which the seat safety belts should be fastened and released; and
- d) Acceptable placement of the seat safety belts when not in use.

Education Law Sections 807, 2801-a and 3623

Penal Law Sections 240.55, 240.60 and 240.62

8 New York Code of Rules and Regulations (NYCRR) Sections 155.17, 156.3(f), 156.3(g) and 156.3(h)(2)

Re-Adopted: July 11, 2012

Attachment: Policy 5683 Accepted (2463 : Board Policies - First Read)

LEVITTOWN SCHOOLS**POLICY # 5720**

Page 1 of 3

NON-INSTRUCTIONAL/BUSINESS OPERATIONS**SUBJECT: TRANSPORTATION OF STUDENTS****Requests for Transportation to and from Nonpublic Schools**

The parent or person in parental relation of a parochial or private school child residing in the School District who desires that the child be transported to a parochial or private school outside of the School District during the next school year should submit a written request to the Board of Education no later than April 1 of the preceding year, or within thirty (30) days of moving into the District. No late request of a parent or person in parental relation shall be denied where a reasonable explanation is provided for the delay.

Transportation to Nonpublic Schools on Holidays

When a holiday falls on a Saturday or Sunday, the Board of Education may choose to close on Friday or Monday in observance of the holiday. Schools that close may provide pupil transportation. However, if the District has not shared its calendar and informed nonpublic schools that it will not transport on the optional holiday, the District is required to provide pupil transportation services on that day to nonpublic schools that are open.

Transportation for Nonpublic School Students with Disabilities who are Parentally Placed

For students with disabilities (ages 5 through 21) who are parentally placed in nonpublic schools outside their district of residency, if special education services are to be provided to a student at a site other than the nonpublic school, the school district of location is responsible for providing the special education services, including, as applicable, arranging and providing transportation necessary for the student to receive special education services. The proportionate share of IDEA Part B dollars could be used for such purpose.

The school district of residence remains responsible to provide transportation to parentally placed nonpublic school students from the student's home to the nonpublic school.

Transportation of Students with Disabilities

Students with disabilities in the District shall be transported up to fifty (50) miles (one way) from their home to the appropriate special service or program, unless the Commissioner certifies that no appropriate nonresidential special service or program is available within fifty (50) miles. The Commissioner may then establish transportation arrangements.

Student Information

Any mode of transportation used on a regular basis to transport students with a disability on a regularly scheduled route shall, upon written consent of the parent or person in parental relation, have maintained on such mode of transportation the following information about each student being transported:

(Continued)

Attachment: Policy 5720 (2463 : Board Policies - First Read)

LEVITTOWN SCHOOLS**POLICY # 5720**

Page 2 of 3

NON-INSTRUCTIONAL/BUSINESS OPERATIONS**SUBJECT: TRANSPORTATION OF STUDENTS (Cont'd.)**

- a) Student's name;
- b) Nature of the student's disability;
- c) Name of the student's parent, guardian or person in a position of loco parentis (person in parental relation) and one or more telephone numbers where such person can be reached in an emergency; and/or
- d) Name and telephone number of any other person designated by such parent, guardian or person in a position of loco parentis as a person who can be contacted in an emergency.

Such information shall be used solely for the purpose of contacting such student's parent, guardian, person in a position of loco parentis, or designee in the event of an emergency involving the student, shall be kept in a manner which retains the privacy of the student, and shall not be accessible to any person other than the driver or a teacher acting in a supervisory capacity. In the event that the driver or teacher is incapacitated, such information may be accessed by any emergency service provider for such purpose.

Such information shall be updated as needed, but at least once each school year and shall be destroyed if parental consent is revoked, the student no longer attends such school, or the disability no longer exists.

Herein the term "disability" shall mean a physical or mental impairment that substantially limits one or more of the major life activities of the student, whether of a temporary or permanent nature.

Fire Extinguishers

School buses manufactured on or after January 1, 1990 fueled with other than diesel fuel and used to transport three (3) or more students who use wheelchairs or other assistive mobility devices or with a total capacity of more than eight (8) passengers and used to transport such students shall be equipped with an automatic engine fire extinguishing system.

School buses manufactured on or after September 1, 2007 fueled with diesel fuel and used to transport three (3) or more students who use wheelchairs or other assistive mobility devices or with a total capacity of more than eight (8) passengers used to transport such students shall be equipped with an automatic engine fire extinguishing system.

The purchase of automatic engine fire extinguishing systems for school buses used to transport such students shall be deemed a proper school district expense.

(Continued)

LEVITTOWN SCHOOLS**POLICY # 5720**

Page 3 of 3

NON-INSTRUCTIONAL/BUSINESS OPERATIONS**SUBJECT: TRANSPORTATION OF STUDENTS (Cont'd.)****Transportation of Non-Resident Students**

Non-resident families must provide their own transportation.

Transportation to School Sponsored Events

Where the District has provided transportation to students enrolled in the District to a school sponsored field trip, extracurricular activity or any other similar event, it shall provide transportation back to either the point of departure or to the appropriate school in the District unless the parent or legal guardian of a student participating in such event has provided the District with written notice, consistent with District policy, authorizing an alternative form of return transportation for such student or unless intervening circumstances make such transportation impractical. In cases where intervening circumstances make transportation of a student back to the point of departure or to the appropriate school in the District impractical, a representative of the School District shall remain with the student until such student's parent or legal guardian has been contacted and informed of the intervening circumstances which make such transportation impractical; and the student has been delivered to his/her parent or legal guardian.

Transportation in Personal Vehicles

Personal cars of teachers and staff shall not be used to transport students except in the event of extenuating circumstances and authorized by the administration.

Education Law Sections 1604, 1709, 1804, 1903, 1950, 2503, 2554, 2590-e, 3242, 3602-c, 3621(15), 3623-a(2c), 3635, 4401-a, 4401(4), 4402, 4404, 4405, and 4410-6
Vehicle and Traffic Law Section 375(20)(1) and 375(21-i)

NOTE: Refer also to Policy #7131 -- Education of Homeless Children and Youth

Re-Adopted: July 11, 2012

LEVITTOWN SCHOOLS**POLICY # 5720**

Page 1 of 3

NON-INSTRUCTIONAL/BUSINESS OPERATIONS**SUBJECT: TRANSPORTATION OF STUDENTS****Requests for Transportation to and from Nonpublic Schools**

The required mileage from home to school must not exceed 15 miles. The parent or person in parental relation of a parochial or private school child residing in the School District who desires that the child be transported to a parochial or private school outside of the School District during the next school year should submit a written request to the Board of Education no later than April 1 of the preceding year, or within thirty (30) days of moving into the District. No late request of a parent or person in parental relation shall be denied where a reasonable explanation is provided for the delay.

If needed, a written request for a late bus must be included. Late buses will be provided only if there are a least five (5) requests per school to be maintained daily.

Transportation to Nonpublic Schools on Holidays

When a holiday falls on a Saturday or Sunday, the Board of Education may choose to close on Friday or Monday in observance of the holiday. Schools that close may provide pupil transportation. However, if the District has not shared its calendar and informed nonpublic schools that it will not transport on the optional holiday, the District is required to provide pupil transportation services on that day to nonpublic schools that are open.

Transportation for Nonpublic School Students with Disabilities who are Parentally Placed

For students with disabilities (ages 5 through 21) who are parentally placed in nonpublic schools outside their district of residency, if special education services are to be provided to a student at a site other than the nonpublic school, the school district of location is responsible for providing the special education services, including, as applicable, arranging and providing transportation necessary for the student to receive special education services. The proportionate share of IDEA Part B dollars could be used for such purpose.

The school district of residence remains responsible to provide transportation to parentally placed nonpublic school students from the student's home to the nonpublic school.

Transportation of Students with Disabilities

Students with disabilities in the District shall be transported up to fifty (50) miles (one way) from their home to the appropriate special service or program, unless the Commissioner certifies that no appropriate nonresidential special service or program is available within fifty (50) miles. The Commissioner may then establish transportation arrangements.

Student Information

Any mode of transportation used on a regular basis to transport students with a disability on a regularly scheduled route shall, upon written consent of the parent or person in parental relation, have maintained on such mode of transportation the following information about each student being transported:

(Continued)

LEVITTOWN SCHOOLS**POLICY # 5720**

Page 2 of 3

NON-INSTRUCTIONAL/BUSINESS OPERATIONS**SUBJECT: TRANSPORTATION OF STUDENTS (Cont'd.)**

- a) Student's name;
- b) Nature of the student's disability;
- c) Name of the student's parent, guardian or person in a position of loco parentis (person in parental relation) and one or more telephone numbers where such person can be reached in an emergency; and/or
- d) Name and telephone number of any other person designated by such parent, guardian or person in a position of loco parentis as a person who can be contacted in an emergency.

Such information shall be used solely for the purpose of contacting such student's parent, guardian, person in a position of loco parentis, or designee in the event of an emergency involving the student, shall be kept in a manner which retains the privacy of the student, and shall not be accessible to any person other than the driver or a teacher acting in a supervisory capacity. In the event that the driver or teacher is incapacitated, such information may be accessed by any emergency service provider for such purpose.

Such information shall be updated as needed, but at least once each school year and shall be destroyed if parental consent is revoked, the student no longer attends such school, or the disability no longer exists.

Herein the term "disability" shall mean a physical or mental impairment that substantially limits one or more of the major life activities of the student, whether of a temporary or permanent nature.

Fire Extinguishers

School buses manufactured on or after January 1, 1990 fueled with other than diesel fuel and used to transport three (3) or more students who use wheelchairs or other assistive mobility devices or with a total capacity of more than eight (8) passengers and used to transport such students shall be equipped with an automatic engine fire extinguishing system.

School buses manufactured on or after September 1, 2007 fueled with diesel fuel and used to transport three (3) or more students who use wheelchairs or other assistive mobility devices or with a total capacity of more than eight (8) passengers used to transport such students shall be equipped with an automatic engine fire extinguishing system.

The purchase of automatic engine fire extinguishing systems for school buses used to transport such students shall be deemed a proper school district expense.

(Continued)

LEVITTOWN SCHOOLS**POLICY # 5720**

Page 3 of 3

NON-INSTRUCTIONAL/BUSINESS OPERATIONS**SUBJECT: TRANSPORTATION OF STUDENTS (Cont'd.)****Transportation of Non-Resident Students**

Non-resident families must provide their own transportation.

Transportation to School Sponsored Events

Where the District has provided transportation to students enrolled in the District to a school sponsored field trip, extracurricular activity or any other similar event, it shall provide transportation back to either the point of departure or to the appropriate school in the District unless the parent or legal guardian of a student participating in such event has provided the District with written notice, consistent with District policy, authorizing an alternative form of return transportation for such student or unless intervening circumstances make such transportation impractical. In cases where intervening circumstances make transportation of a student back to the point of departure or to the appropriate school in the District impractical, a representative of the School District shall remain with the student until such student's parent or legal guardian has been contacted and informed of the intervening circumstances which make such transportation impractical; and the student has been delivered to his/her parent or legal guardian.

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Personal cars of teachers and staff shall not be used to transport students except in the event of extenuating circumstances and authorized by the administration.

Education Law Sections 1604, 1709, 1804, 1903, 1950, 2503, 2554, 2590-e, 3242, 3602-c, 3621(15), 3623-a(2c), 3635, 4401-a, 4401(4), 4402, 4404, 4405, and 4410-6
Vehicle and Traffic Law Section 375(20)(1) and 375(21-i)

NOTE: Refer also to Policy #7131 -- Education of Homeless Children and Youth

Re-Adopted: July 11, 2012
Revised:

LEVITTOWN SCHOOLS**POLICY # 5720**

Page 1 of 3

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(Continued)

Attachment: Policy 5720 Accepted (2463 : Board Policies - First Read)

LEVITTOWN SCHOOLS**POLICY # 5720**

Page 2 of 3

NON-INSTRUCTIONAL/BUSINESS OPERATIONS**SUBJECT: TRANSPORTATION OF STUDENTS (Cont'd.)**

- a) Student's name;
- b) Nature of the student's disability;
- c) Name of the student's parent, guardian or person in a position of loco parentis (person in parental relation) and one or more telephone numbers where such person can be reached in an emergency; and/or
- d) Name and telephone number of any other person designated by such parent, guardian or person in a position of loco parentis as a person who can be contacted in an emergency.

Such information shall be used solely for the purpose of contacting such student's parent, guardian, person in a position of loco parentis, or designee in the event of an emergency involving the student, shall be kept in a manner which retains the privacy of the student, and shall not be accessible to any person other than the driver or a teacher acting in a supervisory capacity. In the event that the driver or teacher is incapacitated, such information may be accessed by any emergency service provider for such purpose.

Such information shall be updated as needed, but at least once each school year and shall be destroyed if parental consent is revoked, the student no longer attends such school, or the disability no longer exists.

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(Continued)

LEVITTOWN SCHOOLS**POLICY # 5720**

Page 3 of 3

NON-INSTRUCTIONAL/BUSINESS OPERATIONS**SUBJECT: TRANSPORTATION OF STUDENTS (Cont'd.)****Transportation of Non-Resident Students**

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Transportation in Personal Vehicles

Personal cars of teachers and staff shall not be used to transport students except in the event of extenuating circumstances and authorized by the administration.

Education Law Sections 1604, 1709, 1804, 1903, 1950, 2503, 2554, 2590-e, 3242, 3602-c, 3621(15), 3623-a(2c), 3635, 4401-a, 4401(4), 4402, 4404, 4405, and 4410-6
Vehicle and Traffic Law Section 375(20)(1) and 375(21-i)

NOTE: Refer also to Policy #7131 -- Education of Homeless Children and Youth

Re-Adopted: July 11, 2012

Revised:

POLICY

2016

7222

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Students

SUBJECT: DIPLOMA OR CREDENTIAL OPTIONS FOR STUDENTS WITH DISABILITIES

The District will provide students with disabilities appropriate opportunities to earn a diploma or other exiting commencement credential in accordance with Commissioner's regulations. During the student's annual review, the District will evaluate graduation opportunities and identify the means to achieve them. As part of this process, the District:

- a) Will coordinate activities with guidance personnel and BOCES staff to ensure that students meet credit and sequence requirements and to consider them for vocational opportunities.
- b) May modify instructional techniques and materials. Any modifications will be included on a student's Individual Education Plan (IEP) so that they can be implemented consistently throughout the student's program.
- c) Will review special education instructional programs to ensure equivalency with the same courses taught in the general education program.
- d) Will coordinate communication between special and general education staff so that all staff members understand required skills and competencies, and to establish equivalency of instruction in special education classes.

Graduation and transition plans will take into account the various pathways available to these students. For students with IEPs, the District will plan transition services for post-secondary life as early as possible, but no later than the school year in which the student turns age 15. The transition activities will be focused on improving both the student's academic and functional achievement. The plan will explore post-secondary opportunities and employment options and, if applicable, connection with adult service agencies that may provide the student with services after exiting school.

The District may award these diplomas or credentials, or both:

- a) Local diploma: available to students with an IEP or a Section 504 accommodation plan that specifies a local diploma. Students must comply with credit requirements. The available assessments to earn a local diploma include:
 1. Low-pass safety net option: students must achieve a score of 55 or higher on five required Regents exams.
 2. Low-pass safety net and appeal: available to students who score 52-54 on a Regents exam, successfully appeal that score, and meet all appeal conditions.
 3. Regents Competency Test (RCT) safety net option: a student who enters grade 9 before September 2011 must pass a corresponding RCT if he or she does not attain a score of 55 or higher on the Regents examination.

(Continued)

*Required Policy

POLICY

2016

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Students

SUBJECT: DIPLOMA OR CREDENTIAL OPTIONS FOR STUDENTS WITH DISABILITIES (Cont'd.)

4. Compensatory safety net option: except for scores on ELA and math exams, students may use one Regents exam score of 65 or above to compensate for a Regents exam score of 45-54. Students must score at least 55 (or successfully appeal a score of 52-54) on both the ELA and a math exam.
 5. Superintendent's determination: students who are unable to demonstrate their proficiency on standard state assessments because of one or more disabilities may be able to graduate upon the Superintendent's review and written certification of their eligibility. The Superintendent must review every student who does not meet graduation standards through the appeal and safety net options for potential eligibility under this determination.
- b) Career Development and Occupational Studies commencement credential (CDOS): any student who is not assessed using the New York State Alternate Assessment (NYSAA) may earn the CDOS commencement credential as a supplement to a Regents or local diploma or as his or her only exiting credential if the student attended school for at least 12 years, excluding kindergarten. The student must meet criteria specified by the State Education Department (SED) confirming that he or she has attained the standards-based knowledge, skills, and abilities necessary for entry-level employment.
 - c) Skills and Achievement commencement credential: students with severe disabilities who are assessed using the NYSAA may earn the SA commencement credential. They must attend school for at least 12 years, excluding kindergarten. The District must document the student's skills, strengths, and levels of independence in academic, career development, and foundation skills needed for post-secondary life.

Education Law §§ 3202 and 4402
8 NYCRR §§ 100.1, 100.2, 100.5, 100.6, 200.4, and 200.5

NOTE: Refer also to Policy #7220 -- Graduation Options/Early Graduation/Accelerated Programs

Adoption Date

LEVITTOWN SCHOOLS**POLICY # 7222**

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STUDENTS**SUBJECT: DIPLOMA OR CREDENTIAL OPTIONS FOR STUDENTS WITH DISABILITIES**

The District will provide students with disabilities appropriate opportunities to earn a diploma or other exiting commencement credential in accordance with Commissioner's regulations. During the student's annual review, the District will evaluate graduation opportunities and identify the means to achieve them. As part of this process, the District:

- a) Will coordinate activities with guidance personnel ~~and BOCES staff~~ to ensure that students meet credit and sequence requirements and to consider them for vocational opportunities.
- b) May modify instructional techniques and materials. Any modifications will be included on a student's Individual Education Plan (IEP) so that they can be implemented consistently throughout the student's program.
- c) Will review special education instructional programs to ensure equivalency with the same courses taught in the general education program.
- d) Will coordinate communication between special and general education staff so that all staff members understand required skills and competencies, and to establish equivalency of instruction in special education classes.

Graduation and transition plans will take into account the various pathways available to these students. For students with IEPs, the District will plan transition services for post-secondary life as early as possible, but no later than the school year in which the student turns age 15. The transition activities will be focused on improving both the student's academic and functional achievement. The plan will explore post-secondary opportunities and employment options and, if applicable, connection with adult service agencies that may provide the student with services after exiting school.

The District may award these diplomas or credentials, or both:

- a) Local diploma: available to students with an IEP or a Section 504 accommodation plan that specifies a local diploma. Students must comply with credit requirements. The available assessments to earn a local diploma include:
 - 1. Low-pass safety net option: students must achieve a score of 55 or higher on five required Regents exams.
 - 2. Low-pass safety net and appeal: available to students who score 52-54 on a Regents exam, successfully appeal that score, and meet all appeal conditions.
 - 3. Regents Competency Test (RCT) safety net option: a student who enters grade 9 before September 2011 must pass a corresponding RCT if he or she does not attain a score of 55 or higher on the Regents examination.

(continued)

Attachment: Policy 7222 Redlined (2463 : Board Policies - First Read)

LEVITTOWN SCHOOLS**POLICY # 7222**

Page 2 of 2

STUDENTS**SUBJECT: DIPLOMA OR CREDENTIAL OPTIONS FOR STUDENTS WITH DISABILITIES (Cont'd.)**

4. Compensatory safety net option: except for scores on ELA and math exams, students may use one Regents exam score of 65 or above to compensate for a Regents exam score of 45-54. Students must score at least 55 (or successfully appeal a score of 52-54) on both the ELA and a math exam.
 5. Superintendent's determination: students who are unable to demonstrate their proficiency on standard state assessments because of one or more disabilities may be able to graduate upon the Superintendent's review and written certification of their eligibility. The Superintendent must review every student who does not meet graduation standards through the appeal and safety net options for potential eligibility under this determination.
- b) Career Development and Occupational Studies commencement credential (CDOS): any student who is not assessed using the New York State Alternate Assessment (NYSAA) may earn the CDOS commencement credential as a supplement to a Regents or local diploma or as his or her only exiting credential if the student attended school for at least 12 years, excluding kindergarten. The student must meet criteria specified by the State Education Department (SED) confirming that he or she has attained the standards-based knowledge, skills, and abilities necessary for entry-level employment.
 - c) Skills and Achievement commencement credential: students with severe disabilities who are assessed using the NYSA A may earn the SA commencement credential. They must attend school for at least 12 years, excluding kindergarten. The District must document the student's skills, strengths, and levels of independence in academic, career development, and foundation skills needed for post-secondary life.

Education Law §§ 3202 and 4402

8 NYCRR §§ 100.1, 100.2, 100.5, 100.6, 200.4, and 200.5

NOTE: Refer also to Policy #7220 -- Graduation Options/Early Graduation/Accelerated Programs

Re-Adopted: January 25, 2012

REVISED:**Revised (included footnote): December 2013**

NOTE: This policy is superseded by 8 NYCRR Sections 100.1, 100.2, 100.5, 100.6, 200.4 and 200.5

Attachment: Policy 7222 Redlined (2463 : Board Policies - First Read)

LEVITTOWN SCHOOLS**POLICY # 7222**

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STUDENTS**SUBJECT: DIPLOMA OR CREDENTIAL OPTIONS FOR STUDENTS WITH DISABILITIES**

The District will provide students with disabilities appropriate opportunities to earn a diploma or other exiting commencement credential in accordance with Commissioner's regulations. During the student's annual review, the District will evaluate graduation opportunities and identify the means to achieve them. As part of this process, the District:

- a) Will coordinate activities with guidance personnel to ensure that students meet credit and sequence requirements and to consider them for vocational opportunities.
- b) May modify instructional techniques and materials. Any modifications will be included on a student's Individual Education Plan (IEP) so that they can be implemented consistently throughout the student's program.
- c) Will review special education instructional programs to ensure equivalency with the same courses taught in the general education program.
- d) Will coordinate communication between special and general education staff so that all staff members understand required skills and competencies, and to establish equivalency of instruction in special education classes.

Graduation and transition plans will take into account the various pathways available to these students. For students with IEPs, the District will plan transition services for post-secondary life as early as possible, but no later than the school year in which the student turns age 15. The transition activities will be focused on improving both the student's academic and functional achievement. The plan will explore post-secondary opportunities and employment options and, if applicable, connection with adult service agencies that may provide the student with services after exiting school.

The District may award these diplomas or credentials, or both:

- a) Local diploma: available to students with an IEP or a Section 504 accommodation plan that specifies a local diploma. Students must comply with credit requirements. The available assessments to earn a local diploma include:
 - 1. Low-pass safety net option: students must achieve a score of 55 or higher on five required Regents exams.
 - 2. Low-pass safety net and appeal: available to students who score 52-54 on a Regents exam, successfully appeal that score, and meet all appeal conditions.
 - 3. Regents Competency Test (RCT) safety net option: a student who enters grade 9 before September 2011 must pass a corresponding RCT if he or she does not attain a score of 55 or higher on the Regents examination.

(continued)

LEVITTOWN SCHOOLS**POLICY # 7222**

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STUDENTS**SUBJECT: DIPLOMA OR CREDENTIAL OPTIONS FOR STUDENTS WITH DISABILITIES (Cont'd.)**

4. Compensatory safety net option: except for scores on ELA and math exams, students may use one Regents exam score of 65 or above to compensate for a Regents exam score of 45-54. Students must score at least 55 (or successfully appeal a score of 52-54) on both the ELA and a math exam.
 5. Superintendent's determination: students who are unable to demonstrate their proficiency on standard state assessments because of one or more disabilities may be able to graduate upon the Superintendent's review and written certification of their eligibility. The Superintendent must review every student who does not meet graduation standards through the appeal and safety net options for potential eligibility under this determination.
- b) Career Development and Occupational Studies commencement credential (CDOS): any student who is not assessed using the New York State Alternate Assessment (NYSAA) may earn the CDOS commencement credential as a supplement to a Regents or local diploma or as his or her only exiting credential if the student attended school for at least 12 years, excluding kindergarten. The student must meet criteria specified by the State Education Department (SED) confirming that he or she has attained the standards-based knowledge, skills, and abilities necessary for entry-level employment.
 - c) Skills and Achievement commencement credential: students with severe disabilities who are assessed using the NYSA A may earn the SA commencement credential. They must attend school for at least 12 years, excluding kindergarten. The District must document the student's skills, strengths, and levels of independence in academic, career development, and foundation skills needed for post-secondary life.

Education Law §§ 3202 and 4402

8 NYCRR §§ 100.1, 100.2, 100.5, 100.6, 200.4, and 200.5

NOTE: Refer also to Policy #7220 -- Graduation Options/Early Graduation/Accelerated Programs

Re-Adopted: January 25, 2012

REVISED:

Revised (included footnote): December 2013

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Attachment: Policy 7222 Accepted (2463 : Board Policies - First Read)