

AGENDA

BOARD OF EDUCATION • LEVITTOWN, NEW YORK

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

ORGANIZATIONAL MEETING

LEVITTOWN MEMORIAL EDUCATION CENTER
Wednesday, July 5, 2023

6:30 PM	Meeting convenes with anticipated adjournment to Executive Session
7:30 PM	Meeting reconvenes with Organizational 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

Recommended Motion: "BE IT RESOLVED, that the Levittown Board of Education does, hereby, move to Executive Session for the purpose of discussing negotiations."

II. RECONVENE TO PUBLIC SESSION

A. Pledge of Allegiance

B. Moment of Silence

III. PUBLIC PORTION

1. Election of Temporary Chairperson

_____ nominated _____ for the position of temporary chairperson.

2. Appointment of District Clerk

Enclosure

_____ moved that Suzanne Mallozzi be appointed for the position of District Clerk for the 2023-2024 school year as per the attached employment agreement and that Randi D'Ambrosio be appointed to Acting District Clerk.

3. Election of President of Board of Education

_____ nominated _____ for the position of President of the Board of Education.

4. Election of Vice-President of Board of Education

_____ nominated _____ for the position of Vice President of the Board of Education.

5. Election of Secretary of the Board of Education

_____ nominated _____ for the position of Secretary of the Board of Education.

6. Administration of Oath

Administration of Oath to new Board Members and Superintendent.

7. Appointment of Purchasing Agent

_____ moved that Bonnie Pampinella be appointed to the position of Purchasing Agent for the 2023-2024 school year; and in her absence, Mr. Michael Fabiano at no additional salary.

8. Appointment of Attorney

Enclosure

_____ moved that Lamb & Barnosky, LLP be appointed as Attorney for regular school business.

9. Appointment of Bond Counsel

Enclosure

_____ moved that Hawkins, Delafield and Wood, LLP be appointed as Bond Counsel for the Levittown Public Schools.

10. Appointment of District Architect

_____ moved that John A. Grillo, Architect, PC is hereby appointed the Architect of Record for the school year 2023-2024, to render such services as determined by the district, with compensation as described as attached.

11. Appointment of Insurance Broker of Record

_____ moved that NYSIR be appointed as Insurance Broker of Record for the 2023-2024 school year.

12. Appointment of Internal Auditor

Enclosure

_____ moved that Cullen and Danowski LLP be appointed Internal Auditor for the school year 2023-2024 to render such services as determined by the Business Office, with compensation provided in the submitted RFP, said payment to be inclusive of disbursements and/or expenses and that the President of the Board of Education is authorized to sign the attached agreement with Cullen and Danowski, LLP.

13. Appointment of External Auditor

Enclosure

_____ moved that R. S. Abrams be appointed External Auditor for the 2023-2024 school year to render such services as determined by the Business Office, with compensation provided in the submitted RFP, said payment to be inclusive of disbursements and/or expenses and that the President of the Board of Education and the Assistant Superintendent of Business is authorized to sign the attached agreement with R. S. Abrams.

14. Appointment of Claims Auditor

Enclosure

_____ moved that Nawrocki Smith be appointed Claims Auditor for the school year 2023-2024, to render such services as determined by the job specifications filed in the Business Office, with compensation as provided in the submitted RFP, said payment to be inclusive of disbursements and/or expenses and that the Board of Education President is authorized to sign the attached contract with Nawrocki Smith."

15. Appointment of Treasurer

_____ moved that Linda Dolecek be appointed for the position of Treasurer, at no additional salary, with the amount of bond fixed at \$1,000,000.

16. Appointment of Assistant Treasurer

_____ moved that Ping-Yann Chou be appointed to the position of Assistant Treasurer at no additional salary, with the amount of bond fixed at \$1,000,000.

17. Appointment of Central Treasurers for Extraclassroom Activity Funds

Recommended Motion: "The following be appointed as Central Treasurers for the Extraclassroom Activity Funds for their assigned schools for the 2023-2024 school year.

- Alice LoGiudice Division Avenue
- Diana Benevento MacArthur
- Colleen Eck Jonas Salk "

18. Appointment of Medical Inspector

Enclosure

_____ moved that Dr. Suanne Kowal-Connelly be appointed as Medical Inspector at a contractual rate of \$20,000.00 per year.

19. Appointment of Medical Review Officer

_____ moved that Dr. David Fagan, Dr. Antwan Haskoor and Dr. Suanne Kowal Connelly to be appointed as the Medical Review Officer for the district for the 2023-2024 school year to provide drug/alcohol tests as needed.

20. Appointment of 403(b) and 457 Retirement Savings Plan Providers

_____ moved that Aspire Financial Services, AXA Advisors, AXA Equitable Life Insurance Company, Voya Opportunity Plus, Legend Group/ADSERV, Lincoln Investment Planning, Mass Mutual-Panorama, Metlife, Mutual Inc. Financial Services, Oppenheimer Shareholder Services, New York State Deferred Compensation, and New York Life as official retirement savings plan providers.

21. Appointment of Third Party Administrator for 403(b) and 457 Retirement Plan Providers

Enclosure

_____ moved that OMNI is appointed as third party administrator for 403(b) and 457 Retirement Savings Plan Providers.

22. Appointment of Third Party Administrator for Workers' Compensation

Enclosure

_____ moved that Wright Risk Management, LLC is appointed as third party administrator for Worker's Compensation for the 2023-2024 school year as per attached proposal.

23. Appointment of Section 504 Coordinator

_____ moved that Patricia Kolodnicki be appointed as Section 504 Coordinator for Levittown Public Schools.

24. Appointment of Surrogate Parent

Recommended Motion: "WHEREAS the Commissioner's Regulation Part 200, subchapter P, requires each local Board of Education to annually appoint surrogate parents who will represent the interests of a student with a disability whose parents are either unknown or unable to provide such representation at Committee on Special Education (CSE) meetings and/or hearings; and

Page - 5

WHEREAS, the Levittown CSE has carefully canvassed those persons who have demonstrated a willingness to serve in such capacity,

NOW, THEREFORE, BE IT RESOLVED, that Karen Buttner, 57 Barbara Lane, Levittown be appointed as a surrogate parent for the 2023-2024 school year.”

25. Appointment of Committee on Special Education and Committee on Preschool Special Education

Recommended Motion: “RESOLVED, that the Levittown Board of Education appoint the three parent members: Karen Buttner, Dawn Santorufo and/or Krista Taormina, all chairpersons, psychologists and special and regular education teachers of special education students as well as Dr. Susan Farber, Dawn Wang, Dr. Matthew Jurgens, Dr. Sean Haggerty, Rocco Ognibene, Stephanie Addona, Julia Joshuakutty, Lisa Lombardo and Dr. Margaret Ippolito to serve on the District Committee on Special Education and the Committee on Preschool Special Education for the 2023-2024 school year.”

26. Appointment of Impartial Hearing Officers

Recommended Motion: “WHEREAS, the Commissioner’s Regulation Section 200.5, requires each local Board of Education to annually appoint impartial hearing officers in the event of an appeal of a CSE action by a parent of a student with a disability, or a student with a disability over the age of 18,

NOW, THEREFORE, BE IT RESOLVED, that the Levittown Board of Education does, hereby, appoint all impartial hearing officers from the district-specific Nassau County list of Impartial Hearing Officers as maintained by the Impartial Hearing Reporting System for the 2023-2024 school year; and authorizes the President of the Board of Education to appoint Impartial Hearing Officers from the above mentioned list on a rotational basis.”

27. Appointment of Committee on Safety

Recommended Motion: “RESOLVED, that the Levittown Board of Education appoint members as follows: School Board Member, Michael Pappas; Teacher Representative, Joseph Sparaco; Administrator, Debbie Rifkin; Parent/Teacher Organizations Member, Krista Hill; School Safety Personnel, Craig Cammarata; and School District Chief Emergency Officer Designee, Todd Winch to serve on the District Committee on Safety for the 2023-2024 school year.”

28. Appointment of School Pesticide Representative

_____ moved that Craig Cammarata be appointed as School Pesticide Representative for Levittown Public Schools.

29. Appointment of Asbestos Hazard Emergency Response Act Designee

_____ moved that Craig Cammarata be appointed as Asbestos Hazard Emergency Response Act (AHERA) designee for Levittown Public Schools.

30. Appointment of Chemical Hygiene Committee

_____ moved that Paul Ryan (MacArthur High School), Jennifer Appleton (Salk Middle School), Meghan Olsen (Wisdom Lane Middle School), and Sarah Labonte (Division Avenue High School) be appointed as Chemical Hygiene Committee for Levittown Public Schools.

31. Appointment of Dignity for All Students Act (DASA)
Coordinators

_____ moved that Debbie Rifkin, George Maurer, Frank Mortillaro, Jordan Margolis, Jared Vanderbeck, Jami Anspach, Keith Squillacioti, John Zampaglione, John Avena, John Coscia and Joseph Sheehan be appointed as Dignity for All Students Act (DASA) Coordinators for Levittown Public Schools.

32. Appointment of Records Officer

_____ moved that Debbie Rifkin be appointed as Records Officer for Levittown Public Schools.

33. Appointment of Records Appeals Officer

_____ moved that Dr. Beth Ziropiannis be appointed as Records Appeals Officer for Levittown Public Schools.

34. Appointment of Residency Officer

_____ moved that Debbie Rifkin be appointed as Residency Officer for Levittown Public Schools.

35. Appointment of Homeless Liaison

_____ moved that Matthew Jurgens be appointed as Homeless Liaison for Levittown Public Schools.

36. Appointment of District Attendance Officer

_____ moved that Debbie Rifkin be appointed as Attendance Officer for Levittown Public Schools.

37. Appointment of Prevailing Wage Designee

_____ moved that Craig Cammarata be appointed as Prevailing Wage Designee for Levittown Public Schools.

38. Appointment of Title IX Coordinators

_____ moved that Debbie Rifkin and Michael Fabiano be appointed the Title IX Coordinators for the Levittown Public Schools for the 2023-2024 school year.

39. Appointment of Data Privacy Officer

_____ moved that Dr. Beth Ziropiannis be appointed as Data Privacy Officer for Levittown Public Schools.

40. Authorization of Grants

Recommended Motion: "RESOLVED, that the Superintendent of Schools is authorized to sign all applications and claims relating to Federal and State Grant applications."

41. Annual Professional Perform Review - Principal Lead Evaluators

Recommended Motion: "RESOLVED that in accordance with Education Law 3012-d and the Commissioner's Regulations, Todd Winch, Debbie Rifkin, and Beth Ziogiannis are approved as certified Principal Lead Evaluators."

42. Annual Professional Perform Review - Teacher Lead Evaluators

Recommended Motion: "RESOLVED that in accordance with Education Law 3012-d and the Commissioner's Regulations, Joseph Sheehan, John Coscia, John Zampaglione, John Avena, George Maurer, Jordan Margolis, Jared Vanderbeck, Jami Anspach, Frank Mortillaro, and Keith Squillacioti are approved as certified Teacher Lead Evaluators."

43. Teachers' Center Policy Board Liaison

"BE IT RESOLVED, that _____ be appointed as a representative of the Levittown Board of Education to the Levittown Teachers' Center Policy Board for the 2023-2024 school year."

44. Readoption of Board of Education Policies

Recommended Motion: "RESOLVED, that the Levittown Board of Education does, hereby, re-adopt all existing policies without changes. These policies need Board of Education review every year."

45. Professional Learning Plan

Enclosure

Recommended Motion: "WHEREAS, in compliance with the Commissioner's Regulations 100.2(dd), the Board of Education adopts a Professional Learning Plan annually and subsequently addendums thereto; and

WHEREAS additional changes to the existing plan have been recommended;

NOW, THEREFORE, BE IT RESOLVED, that the Board of Education does, hereby, adopt the attached revised 2023-2025 Professional Learning Plan."

46. Response to Intervention Plan

Enclosure

Recommended Motion: "RESOLVED, that in compliance with the Commissioner's Regulations, the Levittown Board of Education does, hereby, adopt the attached (RtI), Response to Intervention Plan for 2023-2028."

47. District Code of Conduct

Enclosure

Recommended Motion: "RESOLVED, that the Levittown Board of Education does, hereby, approve the attached Code of Conduct for the 2023-2024 school year."

48. Audit Committee

Recommended Motion: "RESOLVED that the Levittown Board of Education as a whole shall, heretofore, constitute the Audit Committee."

49. nVision Permissions

Recommended Motion: "RESOLVED, that the Director of Computer and Media Services is, hereby, designated to be the District individual responsible for adding new users in nVision, and the Assistant to the Superintendent for Administration or the Treasurer with the approval of the Assistant Superintendent for Business and Finance, is responsible for assigning nVision permissions and privileges."

50. Petty Cash Accounts

Recommended Motion: "BE IT RESOLVED, that the Levittown Board of Education does, hereby, appoint the following as treasurers for a petty cash fund in the amount of \$100 for the 2023-2024 school year:

- Todd Winch, Superintendent of Schools
- Dr. Beth Ziropiannis, Assistant Superintendent for Instruction
- Debbie Rifkin, Assistant Superintendent for Human Resources
- Michael Fabiano, Assistant Superintendent for Business and Finance
- Dr. Susan Farber, Director, Pupil Services
- Todd Connell, Director, Computer Department
- J. Keith Snyder, Director, Health, Physical Education and Athletics
- Dajuana Reeves, Supervisor, Transportation Department
- Craig Cammarata, Director, Buildings and Grounds
- Dr. George Maurer, Principal, Abbey Lane School
- Jordan Margolis, Principal, East Broadway School
- Dr. Jared Vanderbeck, Principal, Gardiners Avenue School
- Jami Anspach, Principal, Lee Road School
- Frank Mortillaro, Principal, Northside School
- Keith Squillacioti, Principal, Summit Lane School
- John Zampaglione, Principal, Jonas Salk Middle School
- John Avena, Principal, Wisdom Lane Middle School
- John Coscia, Principal, Division Avenue High School
- Joseph Sheehan, Principal, MacArthur High School"

51. Mileage Compensation

_____ moved that the mileage compensation rate for employee use of personal cars in the conduct of District business be approved at the current IRS prevailing rate per mile and remaining in effect for the 2023-2024 school year.

52. Purchasing Policy and Procedures Manual

Enclosure

Recommended Motion: "RESOLVED, that the Levittown Board of Education does, hereby, approve the attached 'Purchasing Policy & Procedures Manual for the 2023-2024 school year.'"

53. Authorization to sell RANS, TANS, BANS

Recommended motion: "RESOLVED, that the President of the Board of Education, subject to the provisions of local finance law, is delegated the power to authorize the issuance and to sell RANS, TANS and BANS including renewals thereof, in anticipation of the collection of revenues for the fiscal year."

54. Authorization to Approve Conference Requests

Recommended Motion: "RESOLVED, that the Assistant Superintendent for Curriculum and Instruction be authorized to approve conference attendance requests with approved expenses as permitted by Section 77-6 of the General Municipal Law."

55. Certifier of Payrolls

Recommended motion: "RESOLVED, that the Superintendent of Schools or his/her designee are authorized to certify payrolls of the district."

56. Certifier of Payrolls - Civil Service Report

Recommended motion: "RESOLVED, that the President of the Board of Education is authorized as Certifier of Payrolls for the Annual Civil Service Report."

57. Designation of Alternate to Sign Checks

_____ moved that the President of the Board of Education be designated to sign checks in the absence of the Treasurer and the Assistant Treasurer.

58. Designation of Depositories

_____ moved that the following institutions be designated as official depositories:

- JP Morgan Chase Bank, N.A.
- HSBC Bank USA, N.A.
- Banc of America
- Flushing Bank
- Sterling National Bank
- Citibank

- New York Community Bancorp

59. Designation of Newspaper

_____ moved that at the discretion of the Board of Education and the Superintendent, that the Nassau Observer and the Long Island Herald be designated as the newspapers for the district for the 2023-2024 school year.

60. Dance Program Tuition

Recommended Motion: "RESOLVED, that the Levittown Board of Education does, hereby, approve the following Dance Program tuition for the 2023-2024 school year representing no increase from the prior year:

Dance classes: \$180 per class/per year

Gymnastics classes \$200 per class/per year."

61. LAP and LAMP Tuition

Recommended Motion: "RESOLVED, that the Levittown Board of Education does, hereby, approve the LAMP tuition of \$115 per month for the 2023-2024 school year representing no increase from the prior year and the LAP tuition for the 2023-2024 school year as follows representing no increase from the prior year:

- 5 days per week monthly tuition: \$160 (first child) and \$120 (second child)
- 3 days per week monthly tuition: \$110 (first child) and \$90 (second child)"

62. Summer Music Tuition

Recommended Motion: "RESOLVED, that the Levittown Board of Education does, hereby, approve the Summer Music tuition of \$125 (first child) and \$110 (second child) for the 2023-2024 school year representing no increase from the prior year."

63. School Lunch Prices

Recommended Motion: "RESOLVED, that the Levittown Board of Education does, hereby, approve the following school lunch prices for the 2023-2024 school year representing no increase to cost as follows:

Elementary (Grades K - 5) \$2.75

Secondary (Grades 6 - 12) \$3.00

64. Employee Salaries Not Covered by Collective Bargaining

_____ moved that the salaries for the following employees not covered by a collective bargaining agreement be set as follows for the 2023-2024 school year.

Election Workers - Chairperson/Inspector		\$16.00/hr.
Election Workers		\$15.00/hr.
Substitute Teacher		\$130/day

Permanent Subs		\$140/day
Substitute Nurse		\$24.92/hr. - \$28.72/hr.
Substitute Teacher Aides I		\$15.61/hr. - \$15.98/hr.
Substitute Teacher Aides II		\$15.61/hr. - \$17.54/hr.
Monitor		\$15.61/hr. - \$16.63/hr.
Teacher Aide I		\$15.61/hr. - \$15.98/hr.
Teacher Aide II		\$15.61/hr. - \$17.54/hr.
Substitute Clerical		\$17.34/hr. - \$18.25/hr.
Substitute Cleaner		\$17.34/hr. - \$18.25/hr.
Substitute Security		\$15.61/hr. - \$19.60/hr.
LAP/LAMP Teachers		\$42.24/hr.

Dance Program:

Trainee	Trainee level employee	\$15.45/hr.
Level 1	New employees w/full class, minimum experience	\$15.45/hr.
Level 2	2 nd year teaching and/or minimum experience	\$18.31/hr.
Level 3	3-4 years in program and/or intermediate level experience	\$19.46/hr.
Level 4	More than 4 years in program and/or experienced	\$24.12/hr.
Level 5	More than 20 years in program and/or master teacher w/advanced training	\$27.60/hr.
Level 6	More than 20 yrs. In program and/or master teacher w/advanced training	\$30.69/hr.
Gymnastics	Coordinator - level 1 - experienced personnel	\$39.82/hr.
Gymnastics	Coordinator - level 2 - with limited experience	\$27.60/hr.

Recital Pay:

Except where noted, recital pay is based on 3 days of work (dress rehearsal and 2 performances)

Director	\$1,100
Stage Manager	\$1,000
Assistant Stage Manager	\$950
Artwork, Program Cover	\$275
Artwork, Stage Scenery	\$250
Program/Brochure Layout	\$190
Recording Music	\$225
Stage Crew, Level 1	\$210
Stage Crew, Level 2	\$230
Stage Crew, Level 3	\$250
Stage Assistant - Dressing Room Monitors	\$325
Stage Assistant - Gathering/Holding Room Monitors	\$325
Stage Assistant - Hairdresser	\$325
Stage Assistant - Hall Monitors	\$325
Stage Assistant - Runners	\$325
Stage Assistant - Station Monitors	\$325

Ushers	\$325
Security (2 days)	\$425
Dance Faculty - Level 1 (1-2 classes in recital)	\$325
Dance Faculty - Level 2 (3 classes in recital)	\$400
Dance Faculty - Level 3 (4 classes in recital)	\$475
Dance Faculty - Level 4 (5 classes in recital)	\$625
Dance Faculty - Level 5 (5 classes in recital & additional responsibilities)	\$775

IV. MOTION TO ADJOURN TO BUSINESS MEETING

6/1/23

Employment Agreement

AGREEMENT made and entered into between **THE LEVITTOWN UNION FREE SCHOOL DISTRICT** and **SUZANNE MALLOZZI** in connection with her employment as **SCHOOL DISTRICT CLERK**.

In consideration of the mutual covenants and conditions contained in the Agreement, the District and Ms. Mallozzi hereby agree as follows:

1. Duties. Ms. Mallozzi will perform all of the duties of School District Clerk in accordance with the by-laws, regulations and policies of the Board of Education.
2. Term. This Agreement will commence on July 1, 2023 and terminate on June 30, 2024, unless Ms. Mallozzi resigns or is terminated earlier.
3. Base Salary. The salary to be paid to Ms. Mallozzi will be \$57,590 (\$54,590 plus a \$3,000 confidential stipend) for the year July 1, 2023 through June 30, 2024, prorated for any partial year of service.
4. Hours. Ms. Mallozzi's regular work day will start at 7:30 A.M. and end at 3:30 P.M., Monday through Friday. In addition, Ms. Mallozzi's work hours will also include the entirety of Board of Education meetings, budget votes and any other public votes for the District or the Levittown Public Library. However, except in the case of Board of Education meetings, budget votes and any other public votes for the District or the Levittown Public Library, from July 1 through August 31, Ms. Mallozzi will work four and one-half hours (excluding lunch) on Fridays.
5. Work Year. Ms. Mallozzi's work year will be 12 months.
6. Vacation. Ms. Mallozzi will receive three weeks of vacation for the year July 1, 2023 through June 30, 2024. Vacation days are not cumulative and must be taken within the term of this Agreement. Vacation may only be taken upon the prior written approval of the Superintendent, which will not be unreasonably withheld. The Superintendent will advise the Board of Education of Ms. Mallozzi's scheduled vacations in a timely fashion.
7. Leave. Ms. Mallozzi will receive 12 sick days and five personal days for the year July 1, 2023 through June 30, 2024. Unused sick or personal days will accrue as sick days without limit, but may not be returned for a cash payment.
8. Insurance.
 - a. Health. The District will provide Ms. Mallozzi with health insurance coverage through the Empire Plan with the District paying 85% of the premium for an individual and 80% of the premium for family coverage.

6/1/23

- b. Dental. The District will provide Ms. Mallozzi, through contributions to the CSEA supplemental benefits fund, with the same dental benefits provided to CSEA bargaining unit members pursuant to the District/CSEA collective negotiations agreement.

9. CSEA Benefits. The District will provide Ms. Mallozzi, through contributions to the CSEA supplemental benefits fund, with the same supplemental benefits provided to CSEA bargaining members pursuant to the District/CSEA collective negotiations agreement.

10. Entire Agreement. This Agreement contains the entire agreement of the parties with respect to the terms and conditions of Ms. Mallozzi's employment with the District as District Clerk and supersedes any and all other agreements, understandings and representations, written or oral, by and between the parties.

11. Modifications. This Agreement constitutes the entire agreement between Ms. Mallozzi and the District. No other promises have been made. This Agreement, including this paragraph, may only be modified by written agreement executed by both parties and ratified by the Board of Education via a duly adopted resolution.

12. Governing Law. This Agreement is made and entered into in the State of New York and will be in all respects governed by the laws of that State, except for choice of law provisions. The language of all parts of this Agreement will be in all cases construed as a whole, according to its fair meaning, and not strictly for or against any of the parties, even though one of the parties may have drafted it.

13. No Assignment. Ms. Mallozzi may not assign, transfer, convey or otherwise dispose of her obligations pursuant to this Agreement.

Date 6/1/23

Signed 
Suzanne Mallozzi
School District Clerk

Date _____

Signed _____
Jennifer Messina
Board of Education 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 NVision (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: LAMB & BARNOSKY, LLP

Date(s) of Service: 2023-2024 SCHOOL YEAR

Description of Services: GENERAL AND LABOR COUNSEL RETAINER

Rate for Services: RETAINER: \$80,000

ATTORNEY HOURLY RATE OUTSIDE OF RETAINER: \$270.00

NON-ATTORNEY HOURLY RATE OUTSIDE OF RETAINER: NOT TO EXCEED \$150

Annual Estimate Cost at time of approval:

Prior Year Rate for Services:

RETAINER: \$80,000

ATTORNEY HOURLY RATE OUTSIDE OF RETAINER: \$270.00

NON-ATTORNEY HOURLY RATE OUTSIDE OF RETAINER: NOT TO EXCEED \$150

Administrator Requesting: MICHAEL FABIANO

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. Department Administrator

2. Attorney Review

3. Business Office Review

4. Board of Education Meeting date



N/A



July 5, 2023

PLEASE RETURN TO: BUSINESS OFFICE

This cover sheet should be sent to the Business Office or to the Superintendent's Office when a contract is sent over for approval

Attachment: Lamb and Barnosky (4906 : Appointment of Attorney)



534 BROADHOLLOW ROAD, SUITE 210
PO Box 9034
MELVILLE, NY 11747-9034
(631) 694.2300 • FAX: (631) 694.2309

SERVICE BY FAX, EMAIL OR OTHER FORMS OF
ELECTRONIC COMMUNICATION NOT ACCEPTED

RICHARD K. ZUCKERMAN
PARTNER

DIRECT DIAL: (631) 414.5808
DIRECT FAX: (631) 414.5808
RKZ@LAMBARNOSKY.COM

June 26, 2023

Board of Education
Levittown Union Free School District
150 Abbey Lane
Levittown, New York 11756

Re: Lamb & Barnosky, LLP
General and Labor Counsel Retainer

Dear Board Members:

Thank you for your and the District's interest in continuing our retention as the District's general and labor counsel. This letter will reconfirm the scope and terms of our representation and will ensure that we have a clear understanding of these matters from the outset.

1. Scope of Engagement

You have agreed to continue to engage the Firm as general and labor counsel to the District, effective July 1, 2023 through June 30, 2024. The scope of our engagement may change if the District asks the Firm to provide different services and the Firm agrees in writing to provide them or the Firm proceeds to provide them and bills the District for them. If the Firm's engagement changes, the terms set out in this letter will apply to the changed engagement, unless the Firm sends the District a further letter modifying or superseding this one.

2. The Client's Duty to Cooperate

The District understands and agrees that, in order for the Firm to effectively represent the District, it is necessary for the District to assist and cooperate with the Firm. The District agrees to: (1) make itself (including principals and employees, if applicable) available to discuss issues as they arise in this matter, and to make decisions regarding the matter when necessary; (2) attend and participate in meetings, conferences, preparation sessions, court and administrative proceedings and other activities in connection with the representation; (3) provide complete and accurate information and documents to the Firm on a timely basis; and (4) pay the Firm's invoices on a timely basis as provided herein.

Attachment: Lamb and Barnosky (4906 : Appointment of Attorney)

3. Responsibility and Team Members

Robert H. Cohen and I will continue to be the partners of the Firm primarily responsible for handling the District's matters. As appropriate, the Firm will continue to draw upon the knowledge and skills of other attorneys in the Firm and may also assign legal assistants.

4. Keeping You Informed

The Firm continues to be committed to keeping the District informed about our work on any matters assigned to us. This includes letting the District know who is working on matters assigned to us, updating the District on the progress of those matters, advising the District of any potential problems or delays, and keeping the District notified of costs. The Firm will continue to provide the District with a report on the status of matters assigned to us as regularly as the District requires. In the event that the District needs to reach one of our attorneys and the person sought is unavailable, please leave a message describing the nature and urgency of the inquiry. It is the Firm's policy to promptly respond to all inquiries.

5. Fees, Expenses and Billings**(a) Legal Fees**

We have agreed to a retainer arrangement that will continue to be as follows:

2023-2024: \$80,000

Our hourly rate for attorneys' work performed outside of the retainer will continue to be as follows:

2023-2024: \$270

Our hourly rate for paralegals, legal interns, recent law graduates and law clerks' work performed outside of the retainer will continue to not exceed \$150.

The scope of services covered by the annual retainer will continue to be as set forth in Schedule A (attached).

The District will continue to be billed by the Firm on the basis of hourly rates multiplied by the number of hours worked on its matters. Hourly billing will continue to be in 15-minute units (four to the hour) for time spent on the matter. These rates will continue to not include any amounts that may be added to a particular invoice for disbursements and charges.

(b) Disbursements and Charges

The District will also continue to be responsible for reasonable costs and expenses

subject to its obligation to pay us according to the terms of this Agreement and the legal doctrine of *quantum meruit*. The Firm, in turn, may withdraw from the representation upon written notice in the event that the District fails to cooperate with us in any way that we may reasonably request, the District fails to pay our invoices in full as submitted, or we determine in our reasonable discretion that it would be improper pursuant to the New York Rules of Professional Conduct or impractical to continue our relationship.

9. Resolution of Disputes – Arbitration

(a) Arbitration Pursuant to the New York Fee Dispute Resolution Program

In the event that a dispute arises regarding the Firm's billed fees, disbursements or charges, then the Town and the Firm ("the Parties") will resolve the fee dispute by arbitration conducted pursuant to Part 137 of the Rules of the Chief Administrator of the Courts (22 NYCRR), except that the Parties will be bound by the decision of the arbitrator(s) and agree to waive the right to reject the arbitrator(s) award by commencing an action on the merits (trial *de novo*) in a court of law within 30 days after the arbitrator(s) decision has been mailed. By signing this agreement, the Parties acknowledge that each of us have received and read the official written instructions and procedures for Part 137 and the written instructions and procedures for the Suffolk County Bar Association Dispute Resolution Program (copies attached). The Parties understand that each of us is not otherwise required to agree to waive the right to seek a trial *de novo* pursuant to Part 137.

(b) Arbitration Pursuant to the Commercial Arbitration Rules of the American Arbitration Association

If the Fee Dispute Resolution Program does not apply to the dispute, then the arbitration will be conducted in Suffolk County in accordance with the Commercial Arbitration Rules of the American Arbitration Association, and any decision or award issued in that arbitration will be final and binding and non-appealable.

10. Entire Agreement

This letter represents the entire agreement between us concerning the terms and conditions of this engagement. By signing below, the District acknowledges that this letter has been reviewed and understood and that the District agrees to be bound by its terms and conditions. By signing this letter, the District also continues to consent to being listed as one of the Firm's clients in any of our promotion-related materials or activities. The District's permission to be listed can be revoked by the District at any time. No change or waiver of any of the provisions of this letter will be binding on either the District or the Firm unless the change is in writing and signed by both the District and us.

If this agreement is acceptable, please sign and return the original of this letter and retain the signed copy for the District's files. Kindly also attach for our records a copy of the District Board minutes containing the Resolution authorizing this retainer.

incurred. These disbursements might continue to include travel and mileage expenses, computerized legal research, process and subpoena service fees, filing fees, overnight mail fees and similar items. These costs and expenses will continue to be billed in the same manner as our fees or we may ask the District to make direct payment to the party making the charge. We will continue to not charge for routine telephone calls, faxes, copies and postage of less than \$1.

(c) Billing Arrangements

Statements of fees, disbursements and charges will continue to be sent by the Firm to the District on a monthly basis, with payment to be made within 30 days of receipt of the invoice. Please note that the Firm continues to reserve the right to impose a late charge at the rate of 12 percent per annum on past due accounts. If the District anticipates that payment will be delayed, please discuss this delay with me at the earliest possible opportunity. If the District has any questions regarding an invoice, please contact me so that I can try to promptly answer them.

6. Communication Technology

We continue to be mindful of our obligation to safeguard our clients' proprietary, sensitive, or otherwise confidential information. It is important that we continue to agree on the kinds of communication technology that will be employed in the course of this engagement. If there are particular forms of communication technology that the District does not wish us to use, or if there are other specific safeguards that the District would like us to put in place, please promptly advise us. If the District does not so advise us, we will continue to assume that the District has given consent to, and accepted any risks attendant upon, the use of any means of communication that we deem to be appropriate (including cell phones, electronic mail and facsimiles).

7. Files

The Firm generally retains clients' files in paper or electronic form for at least seven years after conclusion of the matter for which representation was provided. However, once the matter has been concluded, the District may take possession of the files at any time by delivering a written and signed request to the Firm. If, upon the expiration of seven years after conclusion of the matter, no request has been received, the Firm reserves the right to destroy the files without further notice to the District.

8. Questions and Termination

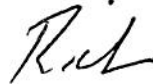
The Firm continues to have procedures to address any issue that the District would like to raise, and we encourage the District to inform us if at any time our services do not meet your expectations. We will continue to strive to promptly address any problem and in a professional manner.

The District may end this relationship at any time by giving the Firm written notice,

Board of Education
June 26, 2023
Page 5

Once again, I thank you for continuing to engage Lamb & Barnosky, LLP as the District's general and labor counsel and look forward to continuing our longstanding relationship!

Very truly yours,



Richard K. Zuckerman

RKZ/z
Encs.

READ AND AGREED TO:

Levittown Union Free School District

By: _____

Attachment: Lamb and Barnosky (4906 : Appointment of Attorney)

SUMMARY OF SERVICES COVERED BY ANNUAL RETAINER

General and Labor Counsel

(1) Board Meetings. Attendance at public meetings and executive sessions of the Board of Education, when requested.

(2) Elections. Preparation of required notices, reports and other legal documents in connection with, and attendance at, budget hearing, (if requested) annual election, and any special elections.

(3) Annual Financing. Preparation and/or review of necessary legal documents to effectuate tax anticipation note borrowing, and conferences with Bond Counsel in connection therewith.

(4) General Counseling. Rendering of oral and written opinions on all legal questions that arise, including (by way of example) review and revision of by-laws and rules and regulations of the School District policies, special education requirements, use of school buildings by religious groups, search of students' lockers and persons and seizure of contraband, student discipline, budgeting information, potential liability of District for student activities, insurance coverages, conflict of interest inquiries, District boundaries, liability and indemnification of Board members, commercial use of school premises, interscholastic athletics, sports physicals, inquiries regarding the Child Protective Services hotline, requests for information under the Freedom of Information Law and inquiries involving the Open Meetings Law, employment and labor issues.

(5) Negotiations. Our services will include one round of collective bargaining negotiations with each of the District's bargaining units. Included with the retainer are

Summary of Services Covered
by Annual Retainer

representation in the collective bargaining agreements with that unit, as well as attendance at Board meetings on a scheduled basis to discuss the contracts, when necessary, and consultation on the administration of the collective bargaining agreements during their term.

(6) Personnel. Preparation of employment agreements with the Superintendent of Schools; rendering of oral and written legal opinions on a variety of personnel problems, such as abolition of positions and related seniority questions, hiring of personnel from preferred eligibility lists, appropriate tenure areas and permissible assignments of staff, leaves of absence and abandonment of teaching positions, obligation of the District to furnish legal counsel to staff members in civil and criminal proceedings, discrimination claims, claims of sexual harassment, inquiries involving review of subpoenas requiring employment information regarding staff and information from student records, and correspondence and telephone conferences in connection therewith.

Excluded from Retainer

Excluded from our retainer services will be: (a) those services provided by the District's Bond attorneys; (b) those services provided by counsel to the District's insurance carrier(s); (c) investigations and threatened pre-litigation matters where the matter(s) involved are not routine personnel issues otherwise covered by the terms of this retainer; (e.g. anti-harassment investigations); (d) personnel matters involving individual employees; (e) construction-related matters; (f) bond and capital financing matters; (g) contract (including employment agreements) preparation or review; (h) matters related to the lease, sale or purchase of property; (i) litigation that has been threatened or commenced by or against the District

Summary of Services Covered
by Annual Retainer

including, but not limited to, matters before any court, administrative law judge, hearing officer, the Commissioner of Education, arbitrator, mediator, fact-finder or other tribunal, Education Law §3214 student disciplinary proceedings, special education impartial hearings and appeals, contested CSEs, mediation, Section 3020-a teacher disciplinary matters, Section 75 Civil Service Law proceedings, tax certiorari proceedings and investigations by State or Federal agencies such as, for example, the Office of Civil Rights, the Attorney General or the State Comptroller.

#2738569

Attachment: Lamb and Barnosky (4906 : Appointment of Attorney)



New York State Fee Dispute Resolution Program

Part 137 of Title 22 of the Official Compilation of Codes, Rules and Regulations of the State of New York

Website: www.nycourts.gov/feedispute • E-mail: feedispute@nycourts.gov

Toll-free phone: 1-877-FEES-137 (1-877-333-7137)

§137.0 Scope of Program

This Part establishes the New York State Fee Dispute Resolution Program, which provides for the informal and expeditious resolution of fee disputes between attorneys and clients through arbitration and mediation. In accordance with the procedures for arbitration, arbitrators shall determine the reasonableness of fees for professional services, including costs, taking into account all relevant facts and circumstances. Mediation of fee disputes, where available, is strongly encouraged.

§137.1 Application

(a) This Part shall apply where representation has commenced on or after January 1, 2002, to all attorneys admitted to the bar of the State of New York who undertake to represent a client in any civil matter.

(b) This Part shall not apply to any of the following:

(1) representation in criminal matters;

(2) amounts in dispute involving a sum of less than \$1000 or more than \$50,000, except that an arbitral body may hear disputes involving other amounts if the parties have consented;

(3) claims involving substantial legal questions, including professional malpractice or misconduct;

(4) claims against an attorney for damages or affirmative relief other than adjustment of the fee;

(5) disputes where the fee to be paid by the client has been determined pursuant to statute or rule and allowed as of right by a court; or where the fee has been

determined pursuant to a court order;

(6) disputes where no attorney's services have been rendered for more than two years;

(7) disputes where the attorney is admitted to practice in another jurisdiction and maintains no office in the State of New York, or where no material portion of the services was rendered in New York;

(8) disputes where the request for arbitration is made by a person who is not the client of the attorney or the legal representative of the client.

§137.2 General

(a) In the event of a fee dispute between attorney and client, whether or not the attorney already has received some or all of the fee in dispute, the client may seek to resolve the dispute by arbitration under this Part. Arbitration under this Part shall be mandatory for an attorney if requested by a client, and the arbitration award shall be final and binding unless de novo review is sought as provided in section 137.8.

(b) The client may consent in advance to submit fee disputes to arbitration under this Part. Such consent shall be stated in a retainer agreement or other writing that specifies that the client has read the official written instructions and procedures for Part 137, and that the client agrees to resolve fee disputes under this Part.

(c) The attorney and client may consent in advance to arbitration pursuant to this Part that is final and binding upon the parties and not

subject to de novo review. Such consent shall be in writing in a form prescribed by the Board of Governors.

(d) The attorney and client may consent in advance to submit fee disputes for final and binding arbitration to an arbitral forum other than an arbitral body created by this Part. Such consent shall be in writing in a form prescribed by the Board of Governors. Arbitration in that arbitral forum shall be governed by the rules and procedures of that forum and shall not be subject to this Part.

§137.3 Board of Governors

(a) There shall be a Board of Governors of the New York State Fee Dispute Resolution Program.

(b) The Board of Governors shall consist of 18 members, to be designated from the following: 12 members of the bar of the State of New York and six members of the public who are not lawyers. Members of the bar may include judges and justices of the New York State Unified Court System.

(1) The members from the bar shall be appointed as follows: four by the Chief Judge from the membership of statewide bar associations and two each by the Presiding Justices of the Appellate Divisions.

(2) The public members shall be appointed as follows: two by the Chief Judge and one each by the Presiding Justices of the Appellate Divisions.

Appointing officials shall give consideration to appointees who have some background in alternative dispute resolution.

(c) The Chief Judge shall

Part 137 of Title 22 of the Official Compilation of Codes, Rules and Regulations of the State of New York

designate the chairperson.

(d) Board members shall serve for terms of three years and shall be eligible for reappointment. The initial terms of service shall be designated by the Chief Judge such that six members serve one-year terms, six members serve two-year terms, and six members serve three-year terms. A person appointed to fill a vacancy occurring other than by expiration of a term of office shall be appointed for the unexpired term of the member he or she succeeds.

(e) A majority of current members of the board of governors shall constitute a quorum.

(f) Members of the Board of Governors shall serve without compensation but shall be reimbursed for their reasonable, actual and direct expenses incurred in furtherance of their official duties.

(g) The Board of Governors, with the approval of the four Presiding Justices of the Appellate Divisions, shall adopt such guidelines and standards as may be necessary and appropriate for the operation of programs under this Part, including, but not limited to: accrediting arbitral bodies to provide fee dispute resolution services under this Part; prescribing standards regarding the training and qualifications of arbitrators; monitoring the operation and performance of arbitration programs to insure their conformance with the guidelines and standards established by this Part and by the Board of Governors; and submission by arbitral bodies of annual reports in writing to the Board of Governors.

(h) The Board of Governors shall submit to the Administrative Board of the Courts an annual report in such form as the Administrative Board shall require.

§137.4 Arbitral Bodies

(a) A fee dispute resolution

program recommended by the Board of Governors, and approved by the Presiding Justice of the Appellate Division in the judicial department where the program is established, shall be established and administered in each county or in a combination of counties. Each program shall be established and administered by a local bar association (the "arbitral body") to the extent practicable. The New York State Bar Association, the Unified Court System through the District Administrative Judges, or such other entity as the Board of Governors may recommend also may be designated as an arbitral body in a fee dispute resolution program approved pursuant to this Part.

(b) Each arbitral body shall:

(1) establish written instructions and procedures for administering the program, subject to the approval of the Board of Governors and consistent with this Part. The procedures shall include a process for selecting and assigning arbitrators to hear and determine the fee disputes covered by this Part. Arbitral bodies are strongly encouraged to include nonlawyer members of the public in any pool of arbitrators that will be used for the designation of multi-member arbitrator panels.

(2) require that arbitrators file a written oath or affirmation to faithfully and fairly arbitrate all disputes that come before them.

(3) be responsible for the daily administration of the arbitration program and maintain all necessary files, records, information and documentation required for purposes of the operation of the program, in accordance with directives and procedures established by the Board of Governors.

(4) prepare an annual report for

the Board of Governors containing a statistical synopsis of fee dispute resolution activity and such other data as the Board shall prescribe.

(5) designate one or more persons to administer the program and serve as a liaison to the public, the bar, the Board of Governors and the grievance committees of the Appellate Division.

§137.5 Venue

A fee dispute shall be heard by the arbitral body handling disputes in the county in which the majority of the legal services were performed. For good cause shown, a dispute may be transferred from one arbitral body to another. The Board of Governors shall resolve any disputes between arbitral bodies over venue.

§137.6 Arbitration Procedure

(a)(1) Except as set forth in paragraph (2), where the attorney and client cannot agree as to the attorney's fee or where the attorney seeks to commence an action against the client for attorney's fees, the attorney shall forward a written notice to the client, entitled "Notice of Client's Right to Arbitrate," by certified mail or by personal service. The notice (i) shall be in a form approved by the Board of Governors; (ii) shall contain a statement of the client's right to arbitrate; (iii) shall advise that the client has 30 days from receipt of the notice in which to elect to resolve the dispute under this Part; (iv) shall be accompanied by the written instructions and procedures for the arbitral body having jurisdiction over the fee dispute, which explain how to commence a fee arbitration proceeding; and (v) shall be accompanied by a copy of the "request for arbitration" form necessary to commence the arbitration proceeding.

(2) Where the client has consented in advance to submit fee disputes to arbitration as set forth in subdivisions (b) and (c) of section

Part 137 of Title 22 of the Official Compilation of Codes, Rules and Regulations of the State of New York

137.2 of this Part, and where the attorney and client cannot agree as to the attorney's fee, the attorney shall forward to the client, by certified mail or by personal service, a copy of the "request for arbitration" form necessary to commence the arbitration proceeding along with such notice and instructions as shall be required by the rules and guidelines of the Board of Governors, and the provisions of subdivision (b) of this section shall not apply.

(b) If the attorney forwards to the client by certified mail or personal service a notice of the client's right to arbitrate, and the client does not file a request for arbitration within 30 days after the notice was received or served, the attorney may commence an action in a court of competent jurisdiction to recover the fee and the client no longer shall have the right to request arbitration pursuant to this Part with respect to the fee dispute at issue. An attorney who institutes an action to recover a fee must allege in the complaint (i) that the client received notice under this Part of the client's right to pursue arbitration and did not file a timely request for arbitration or (ii) that the dispute is not otherwise covered by this Part.

(c) In the event the client determines to pursue arbitration on the client's own initiative, the client may directly contact the arbitral body having jurisdiction over the fee dispute. Alternatively, the client may contact the attorney, who shall be under an obligation to refer the client to the arbitral body having jurisdiction over the dispute. The arbitral body then shall forward to the client the appropriate papers set forth in subdivision (a) necessary for commencement of the arbitration.

(d) If the client elects to submit the dispute to arbitration, the client shall file the "request for arbitration form" with the appropriate arbitral body, and the arbitral body shall mail a copy of the "request for arbitration" to the

named attorney together with an "attorney fee response" to be completed by the attorney and returned to the arbitral body within 15 days of mailing. The attorney shall include with the "attorney fee response" a certification that a copy of the response was served upon the client.

(e) Upon receipt of the attorney's response, the arbitral body shall designate the arbitrator or arbitrators who will hear the dispute and shall expeditiously schedule a hearing. The parties must receive at least 15 days notice in writing of the time and place of the hearing and of the identity of the arbitrator or arbitrators.

(f) Either party may request the removal of an arbitrator based upon the arbitrator's personal or professional relationship to a party or counsel. A request for removal must be made to the arbitral body no later than five days prior to the scheduled date of the hearing. The arbitral body shall have the final decision concerning the removal of an arbitrator.

(g) The client may not withdraw from the process after the arbitral body has received the "attorney fee response." If the client seeks to withdraw at any time thereafter, the arbitration will proceed as scheduled whether or not the client appears, and a decision will be made on the basis of the evidence presented.

(h) If the attorney without good cause fails to respond to a request for arbitration or otherwise does not participate in the arbitration, the arbitration will proceed as scheduled and a decision will be made on the basis of the evidence presented.

(i) Any party may participate in the arbitration hearing without a personal appearance by submitting to the arbitrator testimony and exhibits by written declaration under penalty of perjury.

§137.7 Arbitration Hearing

(a) Arbitrators shall have the power to:

- (1) take and hear evidence pertaining to the proceeding;
- (2) administer oaths and affirmations; and
- (3) compel, by subpoena, the attendance of witnesses and the production of books, papers and documents pertaining to the proceeding.

(b) The rules of evidence need not be observed at the hearing.

(c) Either party, at his or her own expense, may be represented by counsel.

(d) The burden shall be on the attorney to prove the reasonableness of the fee by a preponderance of the evidence and to present documentation of the work performed and the billing history. The client may then present his or her account of the services rendered and time expended. Witnesses may be called by the parties. The client shall have the right of final reply.

(e) Any party may provide for a stenographic or other record at the party's expense. Any other party to the arbitration shall be entitled to a copy of said record upon written request and payment of the expense thereof.

(f) The arbitration award shall be issued no later than 30 days after the date of the hearing. Arbitration awards shall be in writing and shall specify the bases for the determination. Except as set forth in section 137.8, all arbitration awards shall be final and binding.

(g) Should the arbitrator or arbitral body become aware of evidence of professional misconduct as a result of the fee dispute resolution process, that arbitrator or body shall refer such evidence to the appropriate grievance

Part 137 of Title 22 of the Official Compilation of Codes, Rules and Regulations of the State of New York

committee of the Appellate Division for appropriate action.

(h) In any arbitration conducted under this Part, an arbitrator shall have the same immunity that attaches in judicial proceedings.

§137.8 De Novo Review

(a) A party aggrieved by the arbitration award may commence an action on the merits of the fee dispute in a court of competent jurisdiction within 30 days after the arbitration award has been mailed. If no action is commenced within 30 days of the mailing of the arbitration award, the award shall become final and binding.

(b) Any party who fails to participate in the hearing shall not be entitled to seek de novo review absent good cause for such failure to participate.

(c) Arbitrators shall not be called as witnesses nor shall the arbitration award be admitted in evidence at the trial de novo.

§137.9 Filing Fees

Upon application to the Board of Governors, and approval by the Presiding Justice of the Appellate Division in the judicial department where the arbitral program is established, an arbitral body may require payment by the parties of a filing fee. The filing fee shall be reasonably related to the cost of providing the service and shall not be in such an amount as to discourage use of the program.

§137.10 Confidentiality

All proceedings and hearings commenced and conducted in accordance with this Part, including all papers in the arbitration case file, shall be confidential, except to the extent necessary to take ancillary legal action with respect to a fee matter.

§137.11 Failure to Participate in Arbitration

All attorneys are required to participate in the arbitration program established by this Part upon the filing of a request for arbitration by a client in conformance with these rules. An attorney who without good cause fails to participate in the arbitration process shall be referred to the appropriate grievance committee of the Appellate Division for appropriate action.

§137.12 Mediation

(a) Arbitral bodies are strongly encouraged to offer mediation services as part of a mediation program approved by the Board of Governors. The mediation program shall permit arbitration pursuant to this Part in the event the mediation does not resolve the fee dispute.

(b) All mediation proceedings and all settlement discussions and offers of settlement are confidential and may not be disclosed in any subsequent arbitration.

STANDARD INSTRUCTIONS TO CLIENTS FOR ARBITRATION OF FEE DISPUTES
IN THE COUNTY OF SUFFOLK PURSUANT TO RULE 137

Part 137 of the Rules of the Chief Administrator, Title 22, provides a procedure for the arbitration of fee disputes for amounts between \$1,000.00 and \$50,000.00, between attorneys and clients in civil cases. A copy of Part 137 will be made available upon request. Your attorney may not bring an action in court to obtain payment of a fee, unless he or she first has notified you of your right to elect to resolve the dispute by arbitration or the written agreement between you and your attorney provides for arbitration which will be binding on both you and your attorney and cannot be appealed except in certain limited circumstances.

If the amount in dispute is under \$10,000.00, but more than \$1,000.00, the arbitration will be heard by one attorney arbitrator. If the amount in dispute is \$10,000.00 or more, but less than \$50,000.00 (unless by agreement of the parties), the arbitration will be heard by a panel of three arbitrators, consisting of two attorneys and one layperson, who shall be selected at random from a pool of arbitrators comprised of laypersons. All arbitrators will be selected by the appropriate Dispute Resolution Committee of the Suffolk County Bar Association.

Arbitration is available only if you dispute the amount of the fee paid or owed. In order to elect to resolve this dispute by arbitration, you must file the attached "Request for Fee Arbitration" with the Suffolk County Bar Association within 30 days from the receipt of this Notice with the appropriate fee of \$150.00, unless other arrangements are made to obtain a waiver of fee. The Suffolk County Bar Association is located at 560 Wheeler Road, Hauppauge, New York 11788-4357, (631) 234-5511; filing of the Request for Arbitration must be made with the Suffolk County Bar Association, who has jurisdiction over the attorneys in the county in which the civil action was brought or would have been brought. If you do not file the Request for Arbitration within those 30 days, you will not be permitted to elect to resolve the dispute by arbitration, and your attorney will be free to bring a lawsuit in court to seek to obtain payment of the fee, or may elect arbitration if specifically provided for in their retainer agreement or letter of engagement.

Once you or the attorney timely files the Request for Arbitration, the arbitration hearing will be held as expeditiously as possible, and a decision will be made within 30 days of the date of the hearing. You will receive notice of the decision by mail. You are not required to be represented by an attorney at the hearing, although you may appear with an attorney, if you wish. You may also participate by submission of a notarized written statement served on all named parties.

A stenographic or other recording may be taken of the hearing and a copy to be provided to the panel, upon request by the panel.

Suffolk County Bar Association
Dispute Resolution Program Rules

Suffolk County Bar Association
560 Wheeler Road
Hauppauge, New York 11788-4357
(631) 234-5511

Attachment: Lamb and Barnosky (4906 : Appointment of Attorney)

Section 1 Establishment of Program

This program is established pursuant to part 137 of the Rules of the Chief Administrator, Title 22 of the Official Compilations of Codes, Rules and Regulations of the State of New York and the Standards and Guidelines approved as of October 3rd, 2001.

Section 2 Definitions

The following definitions will apply throughout these rules, except as otherwise provided:

- A. "Program" means the Suffolk County Bar Association Dispute Resolution Program established pursuant to Part 137 of the Rules of the Chief Administrator
- B. "Client" means a person or entity receiving legal services or advice from a lawyer on a fee basis in the lawyer's professional capacity
- C. "Administrator" means the person primarily responsible for administration of the Program as designated by the Suffolk County Bar Association
- D. "SCBA" means the Suffolk County Bar Association
- E. "Arbitrator" means a person who serves as an arbitrator under the Program
- F. "Case" means any case or controversy cognizable under the Program where the amount in dispute is at least in the sum of \$1,000.00
- G. "Board" means the Board of Governors of the Attorney-Client Fee Dispute Resolution Program established under Part 137 of the Rules of the Chief Administrator
- H. "Fee Dispute" means the committee appointed by the Suffolk County Bar Association Board of Directors which oversees the Dispute Resolution Program and make decisions concerning administration of the Program.

Section 3 Application

These rules apply where representation has commenced on or after January 1, 2002, to all attorneys admitted to the Bar of the State of New York who undertake to represent a client in a civil matter, where the majority of legal services are performed in Suffolk County or where the attorney maintains an office for the practice of law in Suffolk County.

These rules shall not apply to any of the following:

1. representation in criminal matters;
2. amounts in dispute involving a sum of less than \$1,000.00 or more than \$50,000.00, except that an arbitral body may hear disputes involving other amounts if the parties have consented in writing;
3. claims involving substantial legal questions, including professional malpractice or misconduct;
4. claims against an attorney for damages or affirmative relief other than adjustment of the fee;
5. disputes where the fee to be paid by the client has been determined pursuant to statute or rule and allowed as of right by a court; or where the fee has been determined pursuant to a court order;
6. disputes where no attorney's services have been rendered for more than two years;
7. disputes where the attorney is admitted to practice in another jurisdiction and maintains no office in the State of New York, or where no material portion of the services was rendered in New York; and
8. disputes where the request for arbitration is made by a person who is not the client of the attorney or the legal representative of the client.

Section 4 Arbitrators

Applicants for membership as an Attorney Arbitrator must meet or exceed the following requirements:

- A. Minimum of five (5) years of admission to the Bar
- B. Member in good standing of the Suffolk County Bar Association or other recognized bar groups
- C. Ability to evaluate and apply legal principles
- D. Ability to manage the hearing process
- E. Minimum of six (6) hours of fee dispute resolution training or comparable training and experience in arbitration and/or other forms of dispute resolution
- F. Other relevant experience or accomplishments
- G. Freedom from bias and prejudice
- H. Thorough and impartial evaluation of testimony and other evidence
- I. Willingness to devote time and effort when selected to serve
- J. Willingness to successfully complete training under the guidelines of the Program

Applicants for membership as a Non-Attorney Arbitrator must meet or exceed requirements E through J above.

All training of arbitrators will be provided by the New York State Office of Court Administration at its sole cost and expense, or by the Suffolk County

Bar Association, or other recognized dispute resolution programs approved by the board.

Arbitrators will serve on a voluntary basis, without financial compensation.

Section 5 Initiating the Arbitration

The Submission Process

Client:

A client with a fee dispute starts the process by filing a request for dispute resolution with the Administrator of the Program together with the required filing fee of \$150.00 *see Financial Hardship Policy. Forms can be obtained by calling the Administrator at 631/234-5511, extension 222, by obtaining the form in person at the Suffolk County Bar Association, located at 560 Wheeler Road, Hauppauge, New York 11788-4357 or by requesting said form by facsimile transmission to the administrator (631/234-5899) or by e-mail to the administrator at fee@scba.org between the hours of 9:00 a.m. and 5:00 p.m., Monday to Friday, or you may download forms on the SCBA website at www.scba.org/fee_dispute/fee_overview.html

Attorney:

An attorney starts the process by sending a Notice of Right to Arbitrate and required forms to the client. If there is a prior written agreement to arbitrate, the initiating party shall submit a copy to the Administrator with their request to arbitrate. If the client fails to then file a request to arbitrate within 30 days, the attorney who's written agreement provides for such dispute resolution may file the request to arbitrate. An attorney is required to send by certified mail or by personal service, the notice of right to arbitrate with appropriate forms upon initiation of any dispute involving fees between client and attorney, and/or prior to commencement of any civil action for collection of fees.

A party may make application to the Administrator to have the filing fee waived, based upon limited financial resources which make the filing fee a financial burden or would prevent said client from utilizing this resolution program. The request must be made in writing to the Administrator who will have the discretion to grant or deny the request. Should the arbitration result in a finding in favor of the client for whom the fee was waived, the waived filing fee will be deducted from such award, and paid directly by the attorney to the Association, after deduction from said award.

The request for arbitration must contain the name and address of the parties along with the telephone numbers of the parties to be contacted, and a brief description of the claim and the amount involved.

Upon receipt of the request for arbitration, the Administrator will mail a copy of the request for arbitration to the named attorney, together with an attorney fee response, to be completed by the attorney and returned

to the Administrator within 15 days of mailing. The attorney will include with the attorney fee response, a copy of retainer or letter of engagement, if any, and an affidavit that a copy of the response was served on the client.

Upon receipt of the attorney fee response, or if no response is received within 15 days of mailing of the attorney fee response form to the attorney, the Administrator will endeavor to appoint an arbitrator or arbitrators to the case with experience in the subject matter of the representation. Arbitrators will be assigned from a panel of neutrals who have qualified to act as arbitrators in fee dispute matters. Disputes involving a sum of less than \$10,000.00, but more than \$1,000.00, will be submitted to one attorney arbitrator. Disputes involving a sum of \$10,000.00 or more, but less than \$50,000.00 (unless by agreement of the parties), will be submitted to a panel of three arbitrators, which will include one non-lawyer, unless otherwise provided for in writing.

When a party and attorney are notified of the appointment of the arbitrator(s), any conflict of interest shall promptly be disclosed in writing but not less than five (5) days prior to the scheduled hearing.

Upon receipt of a case, the Administrator will notify the parties of a date, time, and place for the hearing, which notice will be at least fifteen (15) days prior to the scheduled date, with the identity of the arbitrator or arbitrators. All arbitrations will be held at the offices of one of the arbitrators or at the Suffolk County Bar Association.

Section 6 Powers of arbitrator and conduct of the hearing

An arbitrator has the following powers:

- A. Issue subpoenas and administer oaths
- B. Take and hear evidence pertaining to the proceeding
- C. Rules of Evidence need not be observed at the hearing and either party, at his or her expense, may be represented by counsel. Representation by counsel must be disclosed on filing form or response
- D. Arbitrator(s) may adjourn or postpone the hearing

The burden will be on the attorney to prove the reasonableness of the fee by a preponderance of the evidence and to present documentation of the work performed and the billing history. The client must present his or her account of the service rendered and time expended. Witnesses may be called by the parties. Participation may be by written statement sworn to under penalties of perjury. The client will have the right of final reply.

Any party may provide for stenographic or other record at the party's expense, providing that the panel is given duplicate copy at time of hearing upon request by the panel. Any other party to the arbitration will be entitled to a copy of said record, upon written request and payment of the expense for such record.

The arbitration awards will be issued to the parties no later than thirty (30) days after the completion of the hearing. Arbitration awards will be in writing and specify the basis for the determination. Except as set forth herein, all arbitration awards will be final and binding, unless a *trial de novo* is commenced under the Rules within the time set forth therein.

Neither the Associations, nor the Committee, its Chair or members, Administrator, Arbitrator and staff person acting under these Rules, shall be a necessary party in any judicial proceeding relating to any arbitration conducted in accordance with these Rules. None of the parties listed in the preceding sentence shall be liable for any act or omission relating to any dispute in connection with any arbitration conducted under these Rules. Without limiting the scope of the preceding two sentences, it is intended that the Committee, its Chair and its members, and any Arbitrator acting under these Rules have the same immunity as a judicial officer of body would have in a court proceeding. The parties to any arbitration held under these Rules will be deemed to have conferred the immunity described above.

The hearing will be conducted by either the sole or all of the arbitrators in case of a controversy in excess of \$6,000.00, but a majority may determine any question and render an award.

Section 7 Trial de novo

A party aggrieved by the arbitration award may, unless there is a written agreement to the contrary, commence an action on the merits of its fee dispute (a *trial de novo*) in a court with jurisdiction over the amount in dispute, within thirty (30) days after the arbitration award has been mailed. If no action is commenced within thirty (30) days of the mailing of the arbitration award, the award shall become final and binding. Upon filing of a demand for *trial de novo*, the aggrieved party shall also mail a copy of the demands to the Administrator and other side.

Any party who does not participate in the arbitration hearing will not be entitled to a *trial de novo* absent good cause for such failure to participate.

Arbitrators shall not be called as witnesses nor shall the arbitration award or record of the proceedings be admitted in evidence at the *trial de novo*.

Section 8 Communication with arbitrators

No party and no one acting on behalf of any party will communicate unilaterally concerning the arbitration with an arbitrator or a candidate for an arbitrator. Unless the parties agree otherwise or the arbitrator so directs, any communication from the parties to an arbitrator will be sent to the other party.

Section 9 Enforcement of arbitration awards

Any award that has become final and binding may be entered as a judgment upon moving to confirm said decision in a court of competent jurisdiction, by appropriate notice, pursuant to the CPLR Article 75.

Section 10 Vacancies

If, after an arbitrator is assigned to the case, the arbitrator is unable to perform his or her duties, they will promptly notify the Administrator, who will appoint a substitute arbitrator.

In the event that one arbitrator on a panel of arbitrators is unable to attend the hearing or continue, the remaining arbitrators may continue with the hearing to the determination of the controversy, unless one party objects. Upon receipt of an objection, the arbitration will be deemed terminated and the matter will be reassigned by the Administrator, who will appoint a substitute arbitrator to take the place of the arbitrator who was unable to begin or conclude the arbitration hearing.

Section 11 Attendance at hearings

The arbitrators will maintain the privacy of the hearings unless the rules or the law provides to the contrary. Any person having a direct interest in the arbitration is entitled to attend the hearing. All attorneys are required to participate in the arbitration program. The arbitrators shall otherwise have the power to require the exclusion of any witness, other than a party or other essential person, during the testimony of any other witness. It will be discretionary with the arbitrators to determine the propriety of the attendance of any other person, other than a party and its legal representatives.

Section 12 Arbitration in the absence of a party or representative

Unless the law provides to the contrary, the arbitration may proceed in the absence of any party or representative who, after due notice, fails to participate or fails to obtain a postponement. An award will not be made solely on the default of a party. The arbitrator will require the party who is present to submit such evidence as the arbitrator may require to support the participant's position.

Section 13 Waiver of rules

Any party who proceeds with the arbitration after knowledge that any provision or requirement of these rules has not been complied with, and who fails to state an objection at the time of said arbitration or prior thereto, will be deemed to have waived the right to object.

Section 14 Majority decision

When the panel consists of more than one arbitrator, unless required by law or by these rules, the majority of the arbitrators (or the remaining arbitrators in the case of a vacancy under Section 10) must make all decisions.

Section 15 Interpretation and application of rules

The arbitrators will interpret and apply these rules in so far as they relate to the arbitrator's powers and duties. When there is more than one arbitrator, and a difference arises among them concerning the meaning or application of these rules, it will be decided by a majority vote. In the event that the Administrator or an arbitrator(s) is unable to resolve any issue concerning the arbitrator(s) duties or administration of this Program, said question will be referred to the Fee Dispute Resolution Committee for a final decision.

Section 16 Time of award

Unless otherwise agreed by the parties, the award shall be issued not later than thirty (30) days from the date of the completion of the hearing. The Administrator will, upon receipt of the award from the arbitrator or chair of the panel, mail the same to the parties at the address given by the parties for that purpose. The decision will be accompanied by a letter advising the parties of their rights regarding the decision.

Section 17 Record Keeping

- A. The Administrator will maintain a separate folder for each "Request for Arbitration" form received. The records are to be kept at the Suffolk County Bar Association for two (2) years. At the end of the two years, they may be disposed of as the Administrator sees fit.

- B. With the exception of the award itself, all records, documents, files, proceedings, and hearing pertaining to the arbitration of a dispute under these rules, in which both parties have consented to be bound by the results, may not be open to the public or any person not involved in the dispute, and shall be confidential except to the extent necessary to take ancillary legal action with respect to this fee matter.
- C. The Association will maintain the names, addresses, telephone numbers, and summary of credentials of the arbitrators and will update the same from time to time.

Section 18 Financial Hardship Policy

The program's standard policy is to make the program accessible to all who choose to use it. Toward that end, the program maintains a reasonable fee schedule that considers the financial exigencies of the non-lawyer participants, provides extended payment plans, and/or grants full or partial fee waivers under circumstances of extreme financial hardship. Every attempt will be made to keep the names of the individuals who seek hardship assistance and the information disclosed confidential.

Section 19 Amendment of Rules

These rules may be amended from time to time, upon majority vote of the Board of Directors of the Suffolk County Bar Association, the Board of Governors, and the Presiding Justice of the Appellate Division, 2nd Department.

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 NVision (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: Hawkins Delafield & Wood

Date(s) of Service: 2023 – 2024 School Year

Description of Services: Services for Bond Counsel

Rate for Services: See attached Exhibit A

Annual Estimate Cost at time of approval:

Prior Year Rate for Services:

Administrator Requesting: Michael Fabiano

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. Department Administrator
2. Attorney Review
3. Business Office Review
4. Board of Education Meeting date

Michael Fabiano
Yes
Michael Fabiano
July 5, 2023

PLEASE RETURN TO: BUSINESS OFFICE

This cover sheet should be sent to the Business Office or to the Superintendent's Office when a contract is sent over for approval

Attachment: Hawkins Delafield Wood (4907 : Appointment of Bond Counsel)



PHONE: 212-820-9300
FAX: 212-514-8425

7 WORLD TRADE CENTER
250 GREENWICH STREET
NEW YORK, NY 10007
WWW.HAWKINS.COM

NEW YORK
WASHINGTON
NEWARK
HARTFORD
LOS ANGELES
SACRAMENTO
SAN FRANCISCO
PORTLAND
ANN ARBOR
RALEIGH

(212) 820-9620

June 27, 2023

Levittown Union Free School District, New York
Letter of Engagement for 2023-2024 Fiscal Year

Michael Fabiano
Assistant Superintendent for Business and Finance
Levittown Union Free School District
Levittown Memorial Education Center
150 Abbey Lane
Levittown NY 11756

Dear Michael:

via e-mail only

LETTER OF ENGAGEMENT FOR 2023-2024 BOND COUNSEL SERVICES

This is a Letter of Engagement to retain the services of Hawkins Delafield & Wood LLP as bond counsel to the Levittown Union Free School District, in the County of Nassau, New York (the "School District") for the school year commencing **July 1, 2023 and ending June 30, 2024**. Accordingly, I have assembled current information about our scope of services and the fees associated therewith, and it is set forth below. Should any other School District financing requirements arise during the **2023-2024** fiscal year, we will be pleased to supplement this letter.

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

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

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

Attachment: Hawkins Delafield Wood (4907 : Appointment of Bond Counsel)

- (3) Preparation of all finance authorization documents, including the resolution calling the bond referendum, the legal notice of referendum, and related documents;
- (4) Review of affidavits of newspaper publishers with respect to the publication of the official notices of election;
- (5) Review of election documents and procedures including:
 - (a) Review of Resolution appointing officers to act at the Annual or Special District Meeting,
 - (b) Review of oaths of Inspectors of Election, and
 - (c) Review of Certificate of Inspectors of Election, and certificate of canvass of the vote;
- (6) Preparation of bond resolution to be adopted by the Board of Education after a successful referendum;
- (7) Review of affidavits of newspaper publishers with respect to the publication of the summary form of bond resolution;
- (8) Participation in conferences and telephone conversations with representatives of the School District, the School District's financial advisor and State Department of Education Office of State Aid with respect to state aid questions;
- (9) Providing advice and consultation with respect to compliance with applicable provisions of the Internal Revenue Code of 1986, as amended, including all federal arbitrage regulations;
- (10) Participation with the School District and its financial advisors in scheduling and structuring each bond and note financing;
- (11) Assistance in drafting and review of agreements, forms and underlying documentation relating to the financing;
- (12) Review of maturity schedules prepared by the School District's financial advisor, including:
 - (a) Review of each proposed maturity schedule for each bond issue to verify compliance with legal requirements, and
 - (b) Review of the final maturity for each bond issue to verify compliance with legal requirements (i.e. amount of annual installments and adherence to the appropriate period of probable usefulness pursuant to the Local Finance Law);
- (13) Preparation and drafting of the Certificate of Determination to be executed by the President of the Board of Education as the chief fiscal officer of the School District, which document authorizes the sale of each issue of bonds or notes, describes and sets forth the terms, forms

and details thereof, and makes provision for the School District's continuing disclosure obligations under applicable federal securities laws and/or regulations;

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

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

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

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

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

(19) Review of the draft preliminary and final official statement (collectively, the "Official Statement"), including:

- (a) Review and modification of, where appropriate, the description of constitutional and statutory requirements and procedures as described in each Official Statement, and
- (b) Participation in telephone conversations with representatives of the School District with respect to any pending litigation which may need to be disclosed in the Official Statement;

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

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

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

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

(24) Preparation, drafting and review of closing papers including:

- (a) Certificate of Award of the President of the Board of Education,
- (b) Closing Certificates,
- (c) School Attorney's Certificate,

- (d) Certificate of Delivery and Payment,
- (e) Tax Certificate, and
- (f) Certificate with Respect to the Official Statement;

(25) Attending to all necessary Internal Revenue Service issue-reporting requirements, as required pursuant to the Internal Revenue Code of 1986, as amended;

(26) Review of municipal bond insurance policy and related documents provided by bond insurer, in the event a bond or note issue is insured;

(27) Delivery of securities to The Depository Trust Company in New Jersey to be held in escrow until the closing;

(28) Preparation of formal and reliance opinions, as well as requested transcripts of proceedings, for delivery to the bond insurer for every bond and note issue which is insured;

(29) Administrative coordination of bond and note closings with School District, financial advisor, underwriter and the Depository Trust Company;

(30) Rendering of our final approving legal opinion with respect to each financing;

(31) Continuous and unlimited communication with the School District throughout the course of each financial transaction; and

(32) Availability at all times of our skilled and caring team of professionals to assist with any questions or concerns relating directly or indirectly to the transaction.

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

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

Our final approving legal pinion will be based on facts and law existing as of its date. In rendering such opinion we will rely upon the certified proceedings and other representations and certifications of public officials, counsel for and representatives of the School District, any credit enhancer of or liquidity provider for the obligations, and the underwriter of the obligations, and other persons, furnished to us without any undertaking by us to verify the same by independent investigation, and we will assume continuing compliance by the School District and all other participants in the transaction with applicable laws relating to the obligations. During the course of this engagement, we will rely on the School District to provide us with complete and timely

information on all developments pertaining to any aspect of the obligations and their security. We understand that the School District will direct members of its staff and other employees to cooperate with us in this regard. Our duties in this engagement are limited to those expressly set forth above.

Unless agreed to in advance by the School District as services to be provided on an hourly basis, our duties do not include, among other things:

- (1) Except as described in paragraphs (18) and (19) above, assisting in the preparation of the Official Statement or any other disclosure document with respect to the obligations, or performing an independent investigation to determine the accuracy, completeness or sufficiency of any such document or rendering advice that the Official Statement or other disclosure document does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements contained therein, in light of the circumstances under which they were made, not misleading;
- (2) Preparing requests for tax rulings from the Internal Revenue Service, or no action letters from the Securities and Exchange Commission;
- (3) Preparing blue sky or investments surveys with respect to the obligations;
- (4) Opining on a continuing disclosure undertaking pertaining to the obligations or, after closing, providing advice concerning any actions necessary to assure compliance with any continuing disclosure undertaking;
- (5) Rebate calculations for Obligations;
- (6) Drafting state constitutional or legislative amendments;
- (7) Pursuing test cases or other litigation such as contested validation proceedings;
- (8) Making an investigation or expressing any view as to the creditworthiness or financial strength of the School District or any other party or of the obligations;
- (9) Representing the School District in Internal Revenue Service examinations or inquiries, or Securities and Exchange Commission investigations; and
- (10) Addressing any other matter not specifically set forth above that is not required to render our opinion.

It is expressly agreed that the School District shall not request the firm to provide predictions or advice regarding, and that the firm shall provide no predictions or advice and owes the School District no duty regarding, the financial structuring or feasibility of any arrangement nor any predictions or advice as to the ability or likelihood of any other party actually performing its obligations relating thereto.

In delivering our opinion, the firm does not represent, warrant or guarantee that a court will not invalidate either any of the procedures or contracts being utilized in connection with the issuance of the obligations, nor does the firm represent, warrant or guarantee the actual performance rendered by participants in any transaction with the School District.

It is also expressly agreed that (i) our client for purposes of this representation is the School District and not any of its officers or employees, members, creditors, bond or note holders, or any other entities having any interest in the School District or in which the School District has an interest, and (ii) accordingly, this engagement will not establish an attorney-client relationship between the firm and any such individual, member or other entity, except for the School District.

*

*

*

FEES: Fees for our services in connection with this engagement shall be calculated as described in the attached **Exhibit A**. Such fees described in **Exhibit A** do not, of course, include the drafting of legislation or the handling of litigation, none of which is necessary or to be anticipated in an ordinary financing; or assistance in responding to SEC initiatives or inquiries, IRS audits, or any related matters. It is our practice to submit a bill for our services rendered in connection with any issue within ten days following a closing.

ADDITIONAL INFORMATION: In recent years, several courts have held that when a firm reviews its compliance with professional conduct rules or other law in the representation of a client, the firm may not be able to claim attorney-client privilege for its review unless the firm withdraws from representing the particular client before conducting the review or the client agrees that the firm can assert privilege for any such review. We believe it is in the interest of our clients that the firm have the protection of the privilege in connection with internal reviews of its work for you. The School District agrees that any communications between the lawyers and staff working on the School District matters and the lawyers at the firm who may be reviewing that work for compliance with professional conduct rules or other law will be protected by the firm's own attorney-client privilege and that any such review will not constitute a conflict between our interests and your interests.

After completion of this engagement, changes may occur in applicable laws or regulations, or in administrative or judicial interpretations thereof, that could have an impact upon issues as to which we have advised the School District during the course of this engagement. Unless you subsequently engage us, after completion of this engagement, to provide additional advice on such issues, the firm has no continuing obligation to advise you with respect to any such future legal developments.

In addition to, and not in limitation of, any other rights, the School District may have a right to arbitrate fee disputes under applicable law, including Part 137 of Title 22 of the Codes, Rules and Regulations of the State of New York. Pursuant to Part 137 of the Rules of the Chief Administrator of the New York State Office of Court Administration, New York State has established a fee dispute resolution program which allows a client to seek the informal and expeditious resolution of a fee dispute under certain circumstances. In the event a dispute arises concerning our fees, the School District may therefore have a right to arbitrate under Part 137. A copy of the applicable rules can be found at the following link: <https://ww2.nycourts.gov/rules/chiefadmin/137.shtml>.

The firm from time to time has represented, currently represents, and may in the future represent, various underwriters or purchasers of municipal bonds in financings involving other issuers. The School District consents to the firm simultaneously representing such underwriters or purchasers and the School District. The School District acknowledges and agrees that it has not relied upon any firm representations or statements of any kind in deciding to give its consent. Instead, to the extent it has deemed it necessary, the School District has consulted with other independent counsel and it has exclusively relied upon such other counsel in deciding to consent.

This agreement is intended as a complete integration of the terms of this engagement and, as such, all prior understandings, representations, warranties and agreements are fully and completely merged herein.

This agreement is terminable at will on thirty (30) days' notice and the School District's responsibility at termination would be to pay only those fees and expenses incurred up to the date of termination. In the event that we terminate the engagement, we will take such steps as are reasonably practicable to protect the School District's interests in matters within the scope of this engagement.

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

With best wishes and kind regards, I am

Very truly yours,



William J. Jackson

WJJ: s

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

By: President of the Board of Education

(printed name)

(signature)

Date: _____

EXHIBIT A

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

Unless and until the fees set forth below are modified by mutual consent, such fees shall apply to any obligations issued in or on account of the **2023-2024** fiscal year, as well as each successive fiscal year thereafter.

Authorization: With respect to the authorization to undertake and finance a capital project, we would charge a one-time “*bond authorization fee*” ranging from \$5,500 to not to exceed \$8,500 (the precise amount dependent upon several factors, including our time devoted to attending meetings at the School District) for the preparation of all pertinent documentation, including, to the extent required, the resolution to be adopted by the Board of Education directing submission of a bond proposition at an Annual District Meeting or Special District Meeting; attendance as requested at meetings in the School District concerning the project or judgment/settled claim to be funded by the issuance of bonds; preparation of the bond resolution; and affidavits and certifications pertaining thereto. Said fee included advice and consultation concerning the foregoing and related matters.

Serial Bonds: In connection with the sale of serial bonds, including the preparation of documentation, including the public sale authorization and the legal notice of sale, and for review of the official statement prepared in connection with the public offering of School District securities, we will charge a “*bond sale fee*” of \$6,250, plus a “*per bond fee*” based on the amount of bonds sold at any one time, calculated at the rate of \$1.25 per \$1,000 principal amount of bonds for the first \$20 million bonds and \$1.00 per \$1,000 principal amount of bonds in excess of \$20 million. Said fee will include advice and consultation and all other usual and customary services expected to be rendered in connection with the sale of serial bonds of the School District.

Bond Anticipation Notes: For any bond anticipation notes which are sold pursuant to customary formal public sale procedures, we will charge a fee of \$3,750 plus an amount based upon the dollar amount of bond anticipation notes sold at one time, calculated at the rate of 85¢ per \$1,000 principal amount of notes sold up to \$20,000,000, and 65¢ per \$1,000 principal amount of notes sold in excess of \$20,000,000. In the alternative, a fee of \$1,500 will apply to bond anticipation notes of a series in amounts of \$1,000,000 or less, sold through an informal negotiation process and not requiring preparation and circularization of an Official Statement.

Related Disbursements: The foregoing fees do not include our out-of-pocket disbursements, such as telephone tolls, duplicating, facsimile transmission, postage, FedEx and other delivery service charges, preparation and filing of IRS 8038 Reporting Forms (\$125 for notes and \$300 for bonds), postage, word-processing, and preparation of book-entry securities, the aggregate amount of which is usually nominal, but not subject to precise statement in advance.

We charge \$325 for the initial book-entry instrument for each bond issue (\$225 for the initial instrument for each note issue), and \$25 for each additional bond or note instrument. Such charge includes our costs of security preparation, as well as our services in delivering such securities to The Depository Trust Company in escrow pending a closing. All services provided by outside vendors

(express delivery and messenger service) are billed at actual cost to the firm. We charge \$100 for each note instrument delivered to a bank in other than book-entry format.

Refunding Bonds: Due to the many variables involved in such issues, our fee for refunding bond issues would be agreed to with the District at the outset of each particular issue.

Tax Anticipation Notes: Supplementing the general outline of services set forth above, we provide the following specific services in connection with the authorization and sale of tax anticipation notes:

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

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

Fees. Our fees, which include preparation of necessary authorizing resolutions, examination of cash-flow statements, review of official statement and notice of sale drafts, and advice concerning relevant thresholds under the Internal Revenue Code of 1986, as amended, and all other related matters, are computed as follows:

<u>ISSUE AMOUNT IN DOLLARS</u>	<u>FEE</u>
Issues of \$ 5 million	\$ 7,000
Issues of \$ 6 million	\$ 7,350
Issues of \$ 7 million	\$ 7,700
Issues of \$ 8 million	\$ 8,050
Issues of \$ 9 million	\$ 8,400
Issues of \$10 million	\$ 8,750

Plus \$350 for each additional \$1 million for issues in excess of \$10 million and up to \$20 million, and \$250 for each additional \$1 million for issues in excess of \$20 million and up to \$50 million. The fees for tax anticipation note issues are pro-rated to the exact amount of the issue.

Our fees for tax anticipation notes include all of our out of pocket expenses except for the costs relating to the preparation of book-entry securities. We charge \$225 for the initial book-entry instrument for each tax anticipation note issue, and \$25 for each additional instrument. Such charge includes our costs of security preparation, as well as our services in delivering such securities to The Depository Trust Company in escrow pending a closing. We charge \$75 for each note instrument delivered to a bank in other than book-entry format

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 NVision (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: Cullen & Danowski, LLP

Date(s) of Service: 2023-2024 School Year

Description of Services: Risk Assessment Internal Auditor

Rate for Services: \$10,000

Annual Estimate Cost at time of approval:

Prior Year Rate for Services: \$10,000

Administrator Requesting: Michael Fabiano

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 #

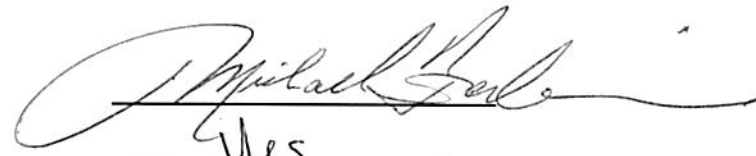

Routing:

1. Department Administrator

2. Attorney Review

3. Business Office Review

4. Board of Education Meeting date


Yes

July 5, 2023

PLEASE RETURN TO: BUSINESS OFFICE

This cover sheet should be sent to the Business Office or to the Superintendent's Office when a contract is sent over for approval

Attachment: Cullen and Danowski (4911 : Appointment of Internal Auditor)

JAMES E. DANOWSKI, CPA
 JILL S. SANDERS, CPA
 DONALD J. HOFFMANN, CPA
 MICHAEL J. LEONE, CPA
 CHRISTOPHER V. REINO, CPA
 ALAN YU, CPA



VINCENT D. CULLEN, CPA
 (1950 - 2013)
 PETER F. RODRIGUEZ, CPA
 (RET.)

July 1, 2023

Board of Education and Audit Committee
 Levittown Union Free School District
 Administrative Office
 150 Abbey Lane
 Levittown, New York 11756

Dear Members of the Board and Audit Committee:

We are pleased to confirm our understanding of the nature and limitations of the services we are to provide for the Levittown Union Free School District (District) for the year ending June 30, 2024. We will perform a risk assessment and provide services for the District as follows:

Risk Assessment

We will perform a risk assessment of the District's business operations for the year ending June 30, 2024. Our risk assessment will be in accordance with consulting standards issued by the American Institute of Certified Public Accountants and guidelines promulgated by the Department of Audit and Control and Education Department of the State of New York. Our risk assessment will include identification of the District's audit areas together with its policies and procedures, the internal controls currently in effect, as well as those that might otherwise be required or recommended. We will also follow up on open recommendations from prior reports.

We plan to begin our procedures on approximately August 1, 2023, and unless unforeseeable problems are encountered, the engagement should be completed by November 30, 2023.

Report

We will communicate the results of our risk assessment in a formal report. We will suggest ways in which the District might improve its risk management system regarding financial reporting and management controls including the internal controls currently in effect, as well as those that might otherwise be required or recommended. These reports are intended for internal use only and should not be used for any other purpose.

The purpose of these reports is to assist the District in improving the process by which the District monitors and manages its risk. However, it is ultimately the District's responsibility to assess the adequacy of its risk management system and any of our suggestions.

T:\Office\50,000's\53420\Engagement\Engltr\2023\Engltr IA - RA 2023.(FYE 2024).docx.docx

1650 ROUTE 112, PORT JEFFERSON STATION, NEW YORK 11776-3060

PHONE: 631-473-3400 • FAX: 631-473-4863 • WWW.CDLLP.NET

Attachment: Cullen and Danowski (4911 : Appointment of Internal Auditor)

Levittown Union Free School District
Year Ending June 30, 2024
Page 2 of 3

Fee

Our fee for the risk assessment and report thereon will be \$10,000, which is in accordance with our proposal dated June 27, 2019.

At the conclusion of the engagement, we will require a representation letter from management that, among other things, will confirm management's responsibility for the operations of the departments reviewed during this engagement in accordance with District policies and procedures.

Testing and Assessment of Selected System(s)

The testing and assessment of selected systems is variable and dependent upon the results of the risk assessment that we will perform in the initial phase of our engagement. The results of the risk assessment will be discussed and reviewed with the Audit Committee so as to arrive at a consensus as to the higher-risk areas that should be subject to testing and further risk assessment procedures. We will determine the extent and timing of these procedures in consultation with the Audit Committee.

Report

We will communicate the results of our internal control testing in a formal report. As a result, we will suggest ways in which the District might improve its internal controls currently in effect, as well as those that might otherwise be required or recommended. These reports are intended for internal use only and should not be used for any other purpose.

Fees

We will come to an agreement of an estimate with the Audit Committee prior to commencement of the work. Based upon its review of the risk assessment, the Audit Committee will be responsible for the areas to be included in the audit plan. The fee will be based upon the estimated time and the following hourly rate schedule (in effect through June 30, 2024):

Partner	\$ 230
Director /Manager	180
Supervisor	165
Senior	150
Staff	130

Our fee estimate is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the engagement. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs. Our invoices will be rendered as work progresses based on hours of work completed and are payable on presentation. If for any reason we are unable to complete the engagement, we will not issue a report as a result of this engagement.

If the need for additional procedures arises, our agreement with you will need to be revised. It is customary for us to enumerate these revisions in an addendum to this letter. If additional specified parties of the report are added, we will require that they acknowledge, in writing, their responsibility for the sufficiency of the procedures.

Levittown Union Free School District

Year Ending June 30, 2024

Page 3 of 3

This agreement may be cancelled by the Board of Education at any time, for any reason. In the event of such cancellation, the Board shall be required to pay for all services provided prior to the date of cancellation.

Don Hoffmann is the engagement partner and is responsible for supervising the engagement and signing the report or authorizing another individual to sign it.

We appreciate the opportunity to be of service to the Levittown Union Free School District and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Very truly yours,

Cullen & Danowski, LLP

For the Firm:



Don Hoffmann, CPA
Partner

RESPONSE:

This letter correctly sets forth the understanding of the Levittown Union Free School District.

By: _____

Signature: _____

Title: _____

Date: _____

Attachment: Cullen and Danowski (4911 : Appointment of Internal Auditor)

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 NVision (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: R.S. ABRAMS & CO., LLP

Date(s) of Service: 2023-2024 SCHOOL YEAR

Description of Services: FINANCIAL STATEMENTS

Rate for Services: WILL NOT EXCEED \$53,100.00

Annual Estimate Cost at time of approval:

Prior Year Rate for Services: \$52,100.00

Administrator Requesting: MICHAEL FABIANO

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. Department Administrator

2. Attorney Review

3. Business Office Review

4. Board of Education Meeting date


Yes

July 5, 2023

PLEASE RETURN TO: BUSINESS OFFICE

This cover sheet should be sent to the Business Office or to the Superintendent's Office when a contract is sent over for approval

Attachment: RS Abrams (4912 : Appointment of External Auditor)

Robert S. Abrams (1926–2014)

Marianne E. Van Duyne, CPA
Alexandria M. Battaglia, CPA
Brendan Nelson, CPA

June 28, 2023

To the Board of Education and
Mr. Michael Fabiano, Assistant Superintendent of Business and Finance
Levittown Union Free School District
150 Abbey Lane
Levittown, New York 11756

We are pleased to confirm our understanding of the services we are to provide Levittown Union Free School District (the "District") for the fiscal year ended June 30, 2024.

Audit Scope and Objectives

We will audit the financial statements of the governmental activities, each major fund, and the fiduciary fund, including the disclosures, which collectively comprise the basic financial statements of the District as of and for the fiscal year ended June 30, 2024. Accounting standards generally accepted in the United States of America (GAAP) provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the District's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the District's RSI in accordance with auditing standards generally accepted in the United States of America (GAAS). These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient appropriate evidence to express an opinion or provide any assurance. The following RSI is required by GAAP and will be subjected to certain limited procedures, but will not be audited:

1. Management's Discussion and Analysis
2. Schedule of Revenues, Expenditures, and Changes in Fund Balances – Budget and Actual – General Fund
3. Schedule of Changes in the District's Total Other Post Employment Benefit Liability and Related Ratios
4. Schedule of the District's Proportionate Share of the Net Pension Asset/(Liability)
5. Schedule of District Pension Contributions

ISLANDIA: 3033 EXPRESS DRIVE NORTH, SUITE 100 • ISLANDIA, NY 11749
WHITE PLAINS: 50 MAIN STREET, SUITE 1000 • WHITE PLAINS, NY 10606
PHONE: (631) 234-4444 • FAX: (631) 234-4234

www.rsabrams.com

Attachment: RS Abrams (4912 : Appointment of External Auditor)

Levittown Union Free School District
 June 28, 2023
 Page 2

We have also been engaged to report on supplementary information other than RSI that accompanies the District's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with GAAS, and we will provide an opinion on it in relation to the financial statements as a whole, in a report combined with our auditor's report on the financial statements, or in a separate written report accompanying our auditor's report on the financial statements:

1. Schedule of Expenditures of Federal Awards
2. Schedule of Change from Adopted Budget to Final Budget and the Real Property Tax Limit – General Fund
3. Schedule of Project Expenditures and Financing Resources – Capital Projects Fund
4. Schedule of Net Investment in Capital Assets

We will also audit the financial statements of the Extraclassroom Activity Funds as of and for the fiscal year ended June 30, 2024.

The objectives of our audit are to obtain reasonable assurance as to whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and issue an auditor's report that includes our opinions about whether your financial statements are fairly presented, in all material respects, in conformity with GAAP, and report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS and *Government Auditing Standards* will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment of a reasonable user made based on the financial statements. The objectives also include reporting on:

- Internal control over financial reporting and compliance with provisions of laws, regulations, contracts, and award agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.
- Internal control over compliance related to major programs and an opinion (or disclaimer of opinion) on compliance with federal statutes, regulations, and the terms and conditions of federal awards that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and Title 2 U.S. *Code of Federal Regulations* (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance).

Levittown Union Free School District
 June 28, 2023
 Page 3

Auditor's Responsibilities for the Audit of the Financial Statements and Single Audit

We will conduct our audit in accordance with GAAS; the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the Single Audit Act Amendments of 1996; and the provisions of the Uniform Guidance, and will include tests of accounting records, a determination of major program(s) in accordance with Uniform Guidance, and other procedures we consider necessary to enable us to express such opinions. As part of an audit in accordance with GAAS and *Government Auditing Standards*, we exercise professional judgment and maintain professional skepticism throughout the audit.

We will evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management. We will also evaluate the overall presentation of the financial statements, including the disclosures, and determine whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the District or to acts by management or employees acting on behalf of the District. Because the determination of waste and abuse is subjective, *Government Auditing Standards* do not expect auditors to perform specific procedures to detect waste or abuse in financial audits nor do they expect auditors to provide reasonable assurance of detecting waste or abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is an unavoidable risk that some material misstatements or noncompliance may not be detected by us, even though the audit is properly planned and performed in accordance with GAAS and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or on major programs. However, we will inform the appropriate level of management of any material errors, fraudulent financial reporting, or misappropriation of assets that comes to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. We will include such matters in the reports required for a Single Audit. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

In connection with this engagement, we may communicate with you or others via email transmission. As emails can be intercepted and read, disclosed, or otherwise used or communicated by an unintended third party, or may not be delivered to each of the parties to whom they are directed and only to such parties, we cannot guarantee or warrant that emails from us will be properly delivered and read only by the addressee. Therefore, we specifically disclaim and waive any liability or responsibility whatsoever for interception or unintentional disclosure of emails transmitted by us in connection with the performance of this engagement. In that regard, you agree that we shall have no liability for any loss or damage to any person or entity resulting from the use of email transmissions, including any consequential, incidental, direct, indirect, or special damages, such as loss of revenues or anticipated profits, or disclosure or communication of confidential or proprietary information.

Levittown Union Free School District
June 28, 2023
Page 4

We will also conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the District's ability to continue as a going concern for a reasonable period of time.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and direct confirmations. We will also request written representations from your attorneys as part of the engagement.

We have identified the following significant risk of material misstatement as part of our audit planning:

Presumed risk of management override of controls.

Our audit of financial statements does not relieve you of your responsibilities.

Audit Procedures—Internal Control

We will obtain an understanding of the District and its environment, including the system of internal control, sufficient to identify and assess the risks of material misstatement of the financial statements, whether due to error or fraud, and to design and perform audit procedures responsive to those risks and obtain evidence that is sufficient and appropriate to provide a basis for our opinions. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentation, or the override of internal control. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

As required by the Uniform Guidance, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to the Uniform Guidance.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards, *Government Auditing Standards*, and the Uniform Guidance.

Audit Procedures—Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the District's compliance with provisions of

Levittown Union Free School District
 June 28, 2023
 Page 5

applicable laws, regulations, contracts, and agreements, including grant agreements. However, the objective of those procedures will not be to provide an opinion on overall compliance, and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

The Uniform Guidance requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with federal statutes, regulations, and the terms and conditions of federal awards applicable to major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the *OMB Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of the District's major programs. For federal programs that are included in the Compliance Supplement, our compliance and internal control procedures will relate to the compliance requirements that the Compliance Supplement identifies as being subject to audit. The purpose of these procedures will be to express an opinion on the District's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance.

Other Services

We will also assist in the preparation of the schedule of expenditures of federal awards and related notes of the District and prepare the auditee section of the Data Collection Form in conformity with accounting principles generally accepted in the United States of America and the Uniform Guidance, based on information provided by you. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. We will perform the services in accordance with applicable professional standards. The other services are limited to assistance of the preparation of the schedule of expenditures of federal awards, related notes, and the preparation of the auditee section of the Data Collection Form, as previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

You agree to assume all management responsibilities relating to the assistance in the preparation of the schedule of expenditures of federal awards, related notes, and preparation of the auditee section of the Data Collection Form, and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance in the preparation of the schedule of expenditures of federal awards and related notes and the preparation of the auditee section of the Data Collection Form, and that you have reviewed and approved the schedule of expenditures of federal awards and related notes and the auditee section of the Data Collection Form, prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

Responsibilities of Management for the Financial Statements and Single Audit

Our audit will be conducted on the basis that you acknowledge and understand your responsibility for (1) designing, implementing, establishing, and maintaining effective internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including internal controls over federal awards, and

Levittown Union Free School District
 June 28, 2023
 Page 6

for evaluating and monitoring ongoing activities to help ensure that appropriate goals and objectives are met; (2) following laws and regulations; (3) ensuring that there is reasonable assurance that government programs are administered in compliance with compliance requirements; and (4) ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles; for the preparation and fair presentation of the financial statements, schedule of expenditures of federal awards, and all accompanying information in conformity with accounting principles generally accepted in the United States of America; and for compliance with applicable laws and regulations (including federal statutes) and the provisions of contracts and grant agreements (including award agreements). Your responsibilities also include identifying significant contractor relationships in which the contractor has responsibility for program compliance and for the accuracy and completeness of that information.

You are also responsible for making a draft of the financial statements, schedule of expenditures of federal awards, all financial records, and related information available to us and for the accuracy and completeness of that information (including information from outside of the general and subsidiary ledgers). You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, identification of all related parties and all related-party relationships and transactions, and other matters; (2) access to personnel, accounts, books, records, supporting documentation, and other information as needed to perform an audit under the Uniform Guidance; (3) additional information that we may request for the purpose of the audit; and (4) unrestricted access to individuals within the government from whom we determine it necessary to obtain audit evidence. At the conclusion of our audit, we will require certain written representations from you about the financial statements; schedule of expenditures of federal awards; federal award programs; compliance with laws, regulations, contracts, and grant agreements; and related matters.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements of each opinion unit taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the school district involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the school district received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the District complies with applicable laws, regulations, contracts, agreements, and grants. You are also responsible for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts, and grant agreements that we report. Additionally, as required by the Uniform Guidance, it is management's responsibility to evaluate and monitor noncompliance with federal statutes, regulations, and the terms and conditions of federal awards;

Levittown Union Free School District
 June 28, 2023
 Page 7

take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings; promptly follow up and take corrective action on reported audit findings; and prepare a summary schedule of prior audit findings and a separate corrective action plan. The summary schedule of prior audit findings should be available for our review on the first day of fieldwork.

You are responsible for identifying all federal awards received and understanding and complying with the compliance requirements and for the preparation of the schedule of expenditures of federal awards (including notes and noncash assistance received, and COVID-19-related concepts) in conformity with the Uniform Guidance. You agree to include our report on the schedule of expenditures of federal awards in any document that contains, and indicates that we have reported on, the schedule of expenditures of federal awards. You also agree to include the audited financial statements with any presentation of the schedule of expenditures of federal awards that includes our report thereon OR make the audited financial statements readily available to intended users of the schedule of expenditures of federal awards no later than the date the schedule of expenditures of federal awards is issued with our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the schedule of expenditures of federal awards in accordance with the Uniform Guidance; (2) you believe the schedule of expenditures of federal awards, including its form and content, is stated fairly in accordance with the Uniform Guidance; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the schedule of expenditures of federal awards.

You are also responsible for the preparation of the other supplementary information, which we have been engaged to report on, in conformity with accounting principles generally accepted in the United States of America. You agree to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon OR make the audited financial statements readily available to users of the supplementary information no later than the date the supplementary information is issued with our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits or other studies related to the objectives discussed in the Audit Scope and Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or other studies. You are also responsible for providing management's views on our current

Levittown Union Free School District
 June 28, 2023
 Page 8

findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

With regard to the electronic dissemination of audited financial statements, including financial statements published electronically on your website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

Engagement Administration, Fees, and Other

We understand that your employees will prepare schedules we request and will locate any documents selected by us for testing.

At the conclusion of the engagement, we will complete the appropriate sections of the Data Collection Form that summarizes our audit findings. It is management's responsibility to electronically submit the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditor's reports, and corrective action plan) along with the Data Collection Form to the Federal Audit Clearinghouse. We will coordinate with you the electronic submission and certification. If applicable, we will provide copies of our report for you to include with the reporting package you will submit to pass-through entities. The Data Collection Form and the reporting package must be submitted within the earlier of 30 calendar days after receipt of the auditor's reports or nine months after the end of the audit period.

We will provide copies of our reports to the District; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of R.S. Abrams & Co., LLP and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to the New York State Education Department or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of R.S. Abrams & Co., LLP personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of seven years after the report release date or for any additional period requested by the New York State Education Department or other oversight agencies. If we are aware that a federal awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

Levittown Union Free School District
 June 28, 2023
 Page 9

Alexandria Battaglia, CPA, is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them. We expect to begin our audit in May 2024 and to issue our reports no later than October 15, 2024. Our fees for these services will be based on the actual time spent at our standard, hourly rates. Our standard, hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit.

If we elect to terminate our services for nonpayment, our engagement will be deemed to have been complete upon written notification of termination, even if we have not completed our report(s). You will be obligated to compensate us for all time expended through the date of termination.

Based on our preliminary estimates, the audit fee for the fiscal year ending June 30, 2024 will not exceed \$53,100. The fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will keep you informed of any problems we encounter and our fees will be adjusted accordingly.

You may request that we perform additional services not addressed in this engagement letter. If necessary, we will render any additional services agreed to with the District at the rates below, and work shall be performed only if set forth in an addendum to this contract between R.S. Abrams & Co., LLP and the District. If this occurs, we will communicate with you regarding the scope of the additional services and the estimated fees.

<u>Staff Level</u>	<u>Hourly Rate</u>
Partner	\$195 per hour
Manager	\$175 per hour
Supervisor	\$150 per hour
Senior	\$130 per hour
Staff	\$110 per hour

Reporting

We will issue written reports upon completion of our audit of the financial statements and Single Audit. Our reports will be addressed to management and those charged with governance of the District. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, add a separate section, or add an emphasis-of-matter or other-matter paragraph to our auditor's report, or if necessary, withdraw from this engagement. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or issue reports, or we may withdraw from this engagement.

The *Government Auditing Standards* report on internal control over financial reporting and on compliance and other matters will state that (1) the purpose of the report is solely to describe the scope of testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance, and (2) the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The Uniform Guidance report on internal control over

Levittown Union Free School District
 June 28, 2023
 Page 10

compliance will state that the purpose of the report on internal control over compliance is solely to describe the scope of testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Both reports will state that the report is not suitable for any other purpose.

Government Auditing Standards require that we provide you with a copy of our most recent external peer review report and any letters of comment, and any subsequent peer review reports and letters of comment received during the period of the contract. Our most recent peer review report accompanies this letter. This report reflects a peer review rating of pass, which is the highest rating for a peer review.

We appreciate the opportunity to be of service to the Levittown Union Free School District and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Very truly yours,

R.S. Abrams & Co., LLP

R.S. Abrams & Co., LLP

By: *Alison Smith, CPA*

Title: Partner

Date: June 28, 2023

R.S. Abrams & Co., LLP:

This letter correctly sets forth the understanding of the Levittown Union Free School District.

Board of Education President: _____

Date: _____

Assistant Superintendent of Business and Finance: _____

Date: _____

Attachment: RS Abrams (4912 : Appointment of External Auditor)



Flaherty Salmin LLP Certified Public Accountants
 2300 Buffalo Road, Building 200, Rochester, NY 14624-1365
 office 585 279-0120 fax 585 279-0166 www.fs-cpa.com
 PrimeGlobal | An Association of Independent Accounting Firms

Report on the Firm's System of Quality Control

To the Partners of R.S. Abrams & Co., LLP
 and the Peer Review Committee of the
 Pennsylvania Institute of Certified Public Accountants

We have reviewed the system of quality control for the accounting and auditing practice of R.S. Abrams & Co., LLP (the firm) in effect for the year ended March 31, 2020. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (Standards).

A summary of the nature, objectives, scope, limitations of, and the procedures performed in a System Review as described in the Standards may be found at www.aicpa.org/prsummary. The summary also includes an explanation of how engagements identified as not performed or reported in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

Firm's Responsibility

The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. The firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported in conformity with professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

Peer Reviewer's Responsibility

Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on our review.

Required Selections and Considerations

Engagements selected for review included engagements performed under *Government Auditing Standards*, including a compliance audit under the Single Audit Act and an audit of employee benefit plan.

As part of our peer review, we considered reviews by regulatory entities as communicated by the firm, if applicable, in determining the nature and extent of our procedures.

Opinion

In our opinion, the system of quality control for the accounting and auditing practice of R.S. Abrams & Co., LLP in effect for the year ended March 31, 2020 has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)* or *fail*. R.S. Abrams & Co., LLP has received a peer review rating of *pass*.

Flaherty Salmin LLP

Rochester, New York
 January 5, 2021

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 NVision (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: NawrockiSmith

Date(s) of Service: 2023 - 2024 School Year

Description of Services: Claims Auditor

Rate for Services: \$39,500.00

Annual Estimate Cost at time of approval:

Prior Year Rate for Services: \$39,500.00

Administrator Requesting: Michael Fabiano

Is the contract signed by the other party: Yes No

Is the contract dated by the other party: Yes No


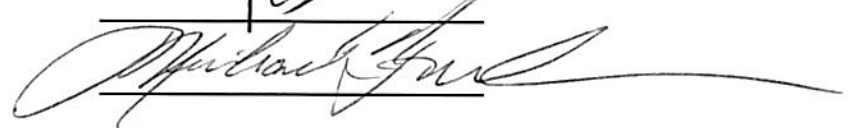
Are there any attachments? Yes No

Budget Code (on purchase order):

Purchase order #

Routing:

1. Department Administrator
2. Attorney Review
3. Business Office Review
4. Board of Education Meeting date


 YES

 JULY 5, 2023

PLEASE RETURN TO: BUSINESS OFFICE

This cover sheet should be sent to the Business Office or to the Superintendent's Office when a contract is sent over for approval

Attachment: Nawrocki Smith (4913 : Appointment of Claims Auditor)

Ernest Patrick Smith
 Lauren M. Agunzo
 John K. Hoffman
 Darin V. Iacobelli
 David M. Tellier
 Michael E. Nawrocki



Christopher A. Angotta
 P. Dimitris Bantileskas
 John M. Spatola

CERTIFIED PUBLIC ACCOUNTANTS BUSINESS CONSULTANTS

May 9, 2023

VIA E-MAIL

Board of Education
 Levittown Union Free School District
 150 Abbey Lane
 Levittown, NY 11756

Dear Board of Education:

We are pleased to confirm our understanding of the terms and conditions of our engagement and the nature and limitations of the services we will provide to the Levittown Union Free School District (the "District") for the fiscal year ended June 30, 2024.

We will apply certain procedures to selected records and transactions of the District for the objective of completing the duties and responsibilities of the Claims Auditor as outlined in the supplement to this letter. The Administration of the District is ultimately responsible for the sufficiency of the procedures to be performed. We will perform this engagement following the standards established by the American Institute of Certified Public Accountants.

The procedures to be performed will not constitute an audit made in accordance with U.S. generally accepted auditing standards and accordingly, we will not express an opinion on any of the items specified in the supplement.

Our engagement will not include a detailed examination of all transactions and cannot be relied on to disclose errors, irregularities, or illegal acts, including fraud or defalcations that may exist. However, we will inform you of any such matters that come to our attention.

We direct your attention to the fact that the Administration has the responsibility for the proper recording of the transactions in the accounting records and for preparation of financial statements in conformity with U.S. generally accepted accounting principles.

Attachment: Nawrocki Smith (4913 : Appointment of Claims Auditor)

NAWROCKI SMITH LLP**Page Two**

Our annual fee for these services will be \$39,500.

This fee estimate is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the engagement. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs. Our invoices for these fees will be rendered on a monthly basis and are payable on presentation.

We will be pleased to discuss this letter with you at any time. If the foregoing is in accordance with your understanding, please sign the enclosed copy and return it to us.

We appreciate the opportunity to be of professional service.

Very truly yours,
NAWROCKI SMITH LLP



By: Lauren M. Agunzo, CPA/CFF

RESPONSE:

This letter correctly sets forth the understanding of the School District.

By: _____

Title: _____

Date: _____

Attachment: Nawrocki Smith (4913 : Appointment of Claims Auditor)

NAWROCKI SMITH LLP**Page Three****SUPPLEMENT TO ENGAGEMENT LETTER**
CLAIMS AUDITING SERVICES**(Agreed-Upon Procedures To Be Applied)****Tasks:**

The tasks required for the approval of claims shall include:

- (1) Prove mathematical accuracy of all computations; this should include verification of extensions and additions and the recalculation of any discount
- (2) Determine that charges are not a duplication of items already paid
- (3) Comparison of voucher with purchase order
- (4) Determine that voucher is properly itemized and supported by proof of delivery
- (5) Ascertain that all required supporting documentation is attached
- (6) In the event that the district has authorized travel advances under Section 77-b of General Municipal Law, the auditor should review the written requests for advances for proper authorizations
- (7) Determine that the official who gave rise to the claim has indicated approval

We will provide monthly reports to the Board of Education in the form of sign-off regarding the check warrants. Additionally, we will provide periodic reports, as required, to inform the Board of Education of any issues of concern. We will be available, upon request, to meet with the Board of Education at anytime.

Attachment: Nawrocki Smith (4913 : Appointment of Claims Auditor)

Ernest Patrick Smith
 Lauren M. Agunzo
 John K. Hoffman
 Darin V. Iacobelli
 David M. Tellier
 Michael E. Nawrocki



Christopher Angotta
 P. Dimitris Bantileska
 John M. Spatola

CERTIFIED PUBLIC ACCOUNTANTS & BUSINESS CONSULTANTS

PROPOSAL FOR PROFESSIONAL SERVICES PROCUREMENT OF TRANSPORTATION SERVICES

Scope of services

Engagement will include an in-depth review of how transportation services are procured. Our services will include but not be limited to:

- Interviews of personnel including but not limited to: Transportation Supervisor, Purchasing Agent, Assistant Superintendent for Business as well as key personnel from each of the Districts participating in the Sentco Consortium.
- Analysis of supporting documentation including but not limited to copies of bids, proposals and submissions from Levittown School District, Sentco consortium and Nassau BOCES.
- Preparation of Report inclusive of observations and recommendations, if applicable

Estimated fees

Our fee will not exceed \$15,000. We will bill hourly at the following rates:

Partner	\$225
Manager	\$175
Supervisor	\$150
Senior	\$125
Staff	\$100

Should additional time be necessary to complete this engagement or to increase the scope of this proposal, we will discuss with management before incurring any additional fees.

Attachment: Nawrocki Smith (4913 : Appointment of Claims Auditor)

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. Susanne Kowal-Connelly

Date(s) of Service: 7/1/23 – 6/30/24

Description of Services:	Medical Services
--------------------------	------------------

Rate for Services: \$20,000

Annual Estimate cost at time of approval: \$20,000

Prior Year Rate for Services: N/A

Administrator Requesting: Michele Ortiz

Is the contract signed by the other party:

<u>X</u>	
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): A28154000000000

Purchase order # _____ in July

Routing:

1. Attorney review: No (same as last year)

2. Department Administrator Michelle Ortiz

3. Business Office Review

4. Board of Education Meeting date 07/5/2023

Return to: **Office of Assessments – Arlene Mege**

SERVICE AGREEMENT

THIS AGREEMENT made this 1st day of July 2023 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 her principal place of business for purposes of this Agreement located at 194 West Shore Drive, Massapequa, NY 11758

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, 2023 through June 30, 2024, 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 physician 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 THOUSAND DOLLARS (\$20,000) DOLLARS for the SERVICE 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 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 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 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 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 she will not hold herself, 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 her relationship to School District shall, during the periods of her 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, her officers, 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 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, 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 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 her officers, directors, agents or employees taken or made with respect to this Agreement.

12. INSURANCE PROVISION: SERVICE PROVIDER agrees to maintain Professional Errors and Omissions Insurance in the minimum amount of \$1,000,000 per occurrence and \$3,000,000 in the aggregate during the term of this Agreement. SERVICE PROVIDER will provide the School District with a certificate of insurance attesting to the purchase of professional liability insurance in the amounts required by this paragraph and naming the School District as additional insured.

SERVICE PROVIDER will notify the School District in writing ten days prior to any lapse in her professional liability coverage. The absence of professional liability coverage during the term of this Agreement may result in immediate termination of this Agreement.

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. NON-WAIVER: 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.
17. Plan for Security and Protection of Personally Identifiable Information.
 - A. "District Data" means all information obtained by the SERVICE PROVIDER from School District or by SERVICE PROVIDER in connection with the services provided by SERVICE PROVIDER pursuant to the Agreement, including but not limited to business, administrative and financial data, intellectual property, student and personnel data, and metadata. The term, "District Data" does not include any information made publically available by the School District.
 - B. "Personally Identifiable Information" or "PII" includes, but it not limited to: (i) a person's name or address or the names or addresses of a student's parents or other family members; (ii) any personal identifier (e.g., SSN, student number or biometric record); (iii) indirect identifiers (e.g., date of birth, place of birth, or mother's maiden name); (iv) other information that alone or in combination is linked or linkable to a specific individual and would allow a reasonable person to identify the individual with reasonable certainty; and (v) any information requested by a person who the School District or the SERVICE PROVIDER reasonably believes knows the identity of the person to whom a record relates.
 - C. SERVICE PROVIDER represents and warrants that it is fully familiar with and will comply with all School District policies and State, federal and local laws, regulations, rules and requirements related to the confidentiality, security and privacy of District Data.

- D. SERVICE PROVIDER represents and warrants that District Data received by SERVICE PROVIDER will be used only to perform SERVICE PROVIDER'S obligations pursuant to the Agreement and for no other purpose.
- E. SERVICE PROVIDER represents and warrants that it will only collect data from the School District or School District employees or other End Users (the term "End Users" means the individuals authorized by the School District to access and use services provided by SERVICE PROVIDER pursuant to the Agreement) that is necessary to fulfill SERVICE PROVIDER'S duties pursuant to the Agreement.
- F. The Parties agree that all rights including all intellectual property rights in and to District Data will remain the exclusive property of the School District and that SERVICE PROVIDER has a limited, non-exclusive license to use District Data solely to perform SERVICE PROVIDER'S services pursuant to the Agreement.
- G. SERVICE PROVIDER agrees that, upon receipt of District Data, it will: (i) limit SERVICE PROVIDER'S internal access to District Data to employees with legitimate educational interests (*i.e.*, access will be limited to those employees who must access District Data to implement the terms of the Agreement); (ii) use District Data only for the purposes explicitly authorized by the Agreement; (iii) not disclose any PII from District Data to any other party (a party other than an employee with a legitimate educational interest) without the School District's prior written consent (if necessary, the School District will obtain the required consent(s) from third parties), unless disclosure is required by statute or court order and written notice is given to the School District (notice is not required if it is expressly prohibited by a statute or court order); (iv) maintain reasonable safeguards to maintain confidentiality of PII in District Data; (v) keep student data in a locked file cabinet in the office manager's office or doctor's office; and (vi) store all District Data within the United States of America.
- H. If SERVICE PROVIDER has access to District Data that is subject to the Family Educational Rights and Privacy Act ("FERPA"), SERVICE PROVIDER acknowledges that for purposes of the Agreement it will be designated as a "school official" with a "legitimate educational interest" pursuant to FERPA and its implementing regulations, and SERVICE PROVIDER agrees to abide by the limitations and requirements imposed on school officials.
- I. SERVICE PROVIDER represents and warrants that it will comply with the School District's Parents' Bill of Rights, as supplemented, to include information about the Agreement, a copy of which is annexed hereto as Exhibit A and is signed by the Parties.
- J. SERVICE PROVIDER represents and warrants that it has provided or, within 30 calendar days of the date of the Agreement and prior to allowing any of its employees access to District Data, will provide training, about the State and

federal laws and regulations governing confidentiality of District Data to any employee who has access to District Data.

- K. Except as prohibited by law, SERVICE PROVIDER will: (i) immediately notify the School District of any subpoenas, warrants, or other legal orders, demands or requests received by SERVICE PROVIDER seeking District Data; (ii) consult with the School District regarding its response; (iii) cooperate with the School District's reasonable requests in connection with efforts by the School District to intervene and quash or modify the legal order, demand or request; and (iv) upon the School District's request, provide the School District with a copy of SERVICE PROVIDER'S response.
- L. Upon the School District's request, SERVICE PROVIDER agrees that it will promptly make any District Data held by SERVICE PROVIDER available to the School District.
- M. SERVICE PROVIDER agrees to notify the School District of any breach of security resulting in an unauthorized release of PII from District Data by SERVICE PROVIDER or SERVICE PROVIDER'S assignees or subcontractors. This notification will be made in the most expedient way possible and without delay. SERVICE PROVIDER must also notify the School District in writing of the breach of security. This written notification must be sent by SERVICE PROVIDER within one calendar day of the breach of security resulting in an unauthorized release of PII from District Data and must be sent to the School District by email to Michele Ortiz, Curriculum Associate – Health Services and either personally delivered or sent by nationally recognized overnight carrier to the School District. In the case of an unauthorized release of PII from District Data by SERVICE PROVIDER or SERVICE PROVIDER'S assignees or subcontractors, SERVICE PROVIDER must reimburse the School District for all the School District's costs associated with the School District's obligation to notify the State's chief privacy officer, parents, students, teachers and/or principals of the unauthorized release.
- N. The parties agree to execute an amendment to the Agreement if required for compliance with any new laws or regulations relating to the confidentiality, security and privacy of data.

CONTINUED ON NEXT PAGE

O. All the provisions of this paragraph will survive the expiration or sooner termination of this Agreement.

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

Dated: _____

By: _____

PRESIDENT, BOARD OF EDUCATION
LEVITTOWN UNION FREE SCHOOL
DISTRICT

Dated: _____

By: _____

TODD WINCH, SUPERINTENDENT

Dated: 6/23/23

By: _____

DR. SUANNE KOWAL-CONNELLY

Attachment: Medical_Kowal_Connelly (4917 : Appointment of Medical Inspector)

EXHIBIT A

LEVITTOWN PUBLIC SCHOOL'S PARENTS' BILL OF RIGHTS REGARDING DATA
PRIVACY AND SECURITY

The Levittown School District is committed to protecting the privacy and security of student, teacher, and principal data. In accordance with New York Education Law § 2-d, the District wishes to inform the school community of the following:

- 1) A student's personally identifiable information cannot be sold or released for any commercial purposes.
- 2) Parents have the right to inspect and review the complete contents of their child's education record.
- 3) State and federal laws protect the confidentiality of personally identifiable information, and safeguards associated with industry standards and best practices, including but not limited to, encryption, firewalls, and password protection, must be in place when data is stored or transferred.
- 4) A complete list of all student data elements collected by the State is available for public review at: <http://www.p12.nysed.gov/irs/sirs/documentation/NYSEDstudentData.xlsx>, or by writing to the Office of Information & Reporting Services, New York State Education Department, Room 863 EBA, 89 Washington Avenue, Albany, New York 12234. 5) Parents have the right to have complaints about possible breaches of student data addressed. Complaints should be directed in writing to the Chief Privacy Officer, New York State Education Department, 89 Washington Avenue, Albany, New York 12234. Complaints may also be directed to the Chief Privacy Officer via email at: CPO@mail.nysed.gov.

This Bill of Rights will be included with every contract entered into by the School District with an outside contractor if the contractor will receive student data or teacher or principal data. This Bill of Rights will be supplemented to include information about each contract that the School District enters into with an outside contractor receiving confidential student data or teacher or principal data, including the exclusive purpose(s) for which the data will be used, how the contractor will ensure confidentiality and data protection and security requirements, the date of expiration of the contract and what happens to the data upon the expiration of the contract, if and how the accuracy of the data collected can be challenged, where the data will be stored and the security protections that will be taken.

"District Data" means all information obtained by SERVICE PROVIDER from the School District or by SERVICE PROVIDER in connection with the services provided by SERVICE PROVIDER pursuant to the Agreement, including but not limited to business, administrative and financial data, intellectual property, student and personnel data, and metadata. The term, "District Data" does not include any information made publically available by the School District.

- (1) **Use of District Data by Consultant.** The District Data received by SERVICE PROVIDER will be used only to perform SERVICE PROVIDER'S obligations pursuant to the Agreement and for no other purpose.
- (2) **Storage and Security Protections.** SERVICE PROVIDER will store and process District Data in accordance with commercial best practices, including appropriate administrative, physical, and technical safeguards, to secure District Data from unauthorized access, disclosure, alteration and use. SERVICE PROVIDER will use industry-standard and up-to-date security tools and technologies such as anti-virus protections and intrusion detection methods in providing services pursuant to the Agreement. SERVICE PROVIDER will conduct periodic risk assessments and remediate any identified security vulnerabilities in a timely manner.

The following paragraphs describe (in such a manner as to protect data security) the specific storage methods and security protections used by SERVICE PROVIDER to protect District Data:

- (a) Storage of Electronic Data:

Stored in the cloud. Password protected
2 step verification. Office backed.

- (b) Storage of Non-Electronic Data:

Locked office / locked cabinets - but little to no
non-electronic data stored.

- (c) Personnel/Workforce Security Measures:

No other personnel - N/A

- (d) Physical Security Measures:

All locked facilities

- (e) Account Management and Access Control:

No other parties with access

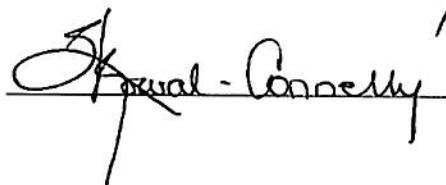
- (f) All electronic District Data will be protected by SERVICE PROVIDER through the use of encryption technology in compliance with New York Education Law § 2-d(5)(f)(5).

- (3) **Sharing Information with Other Persons and Entities.** SERVICE PROVIDER will only share District Data with entities or persons authorized by the Agreement. To the extent that District Data will be shared by SERVICE PROVIDER with other authorized entities or persons not employed by SERVICE PROVIDER, SERVICE PROVIDER will ensure that those persons or entities will be required to agree in writing that it/they will comply with all terms of the Agreement's Plan for Security and Protection of Personally Identifiable Information, and any other Agreement provision relating to confidentiality of records and data security and privacy, including, but not limited to this Exhibit A.
- (4) **Destruction/Return of Data.** Upon the termination of the Agreement for any reason, SERVICE PROVIDER will, as directed by the School District in writing, securely destroy ("securely destroy" means taking actions that render data written on physical (e.g., hard copy) or electronic media unrecoverable by both ordinary and extraordinary means) or return all District Data received by SERVICE PROVIDER as soon as reasonably possible. The School District's decision will be made in connection with all applicable laws, including the New York Arts and Cultural Affairs Law and the Records Retention and Disposition Schedule ED-1. In connection with the secure destruction of any District Data, SERVICE PROVIDER will provide a certificate of destruction (form and substance satisfactory to the School District) to the School District.
- (5) **Challenge to Accuracy of Data.** A parent or guardian, student, teacher or principal can challenge the accuracy of the Data received by SERVICE PROVIDER by following applicable law (e.g., Family Educational Rights and Privacy Act), employment agreements, and policies, rules and regulations. If SERVICE PROVIDER receives a challenge to the accuracy of Data from a parent or guardian, student, teacher or principal, SERVICE will notify the School District in writing. SERVICE PROVIDER will not amend any Data without a written request from the School District.

BOARD OF EDUCATION, LEVITTOWN
PUBLIC SCHOOLS

BY: _____
President

DR. SUANNE KOWAL-CONNELLY



Attachment: Medical_Kowal_Connelly (4917 : Appointment of Medical Inspector)

INSTRUCTIONS FOR PARENTS' BILL OF RIGHTS

Exhibit A contains information required by New York Education Law § 2-d and includes information that makes up part of the mandated Plan for Protection of Personally Identifiable Information. It should contain detailed information about data storage and security measures. The Service Provider must describe the ways it will store District Data and the specific security protections that will be used by the Service Provider to protect District Data. **Please note that these descriptions are part of a publically accessible document and must be written in a manner that will protect the Service Provider's data security.**

Below, we list examples for each storage/security category set forth in Exhibit A. These are only examples and the Service Provider must describe the specific storage methods and security protections it uses (again, the description must be written in a manner that will protect the Service Provider's data security). The amount of information included should not be limited by the space provided.

Examples:

- (a) Storage of Electronic Data:
 - In the Cloud (specify types, private or public, *etc.*)
 - On Service Provider's server
- (b) Storage of Non-Electronic Data:
 - Files stored in locked filing cabinets
- (c) Personnel/Workforce Security Measures:
 - Describe internal policies regulating access to information and sharing information amongst coworkers
 - Describe policies relating to the requirement to return all data and property to the Service Provider upon an employee's separation from employment
- (d) Account Management and Access Control:
 - Use of unique user-IDS
 - Use of passwords that are regularly and frequently updated
 - Use of automatic techniques to terminate a session upon specific conditions (*e.g.*, idle time)
 - Policy to disable employee accounts upon termination from employment
- (e) Physical Security Measures:
 - Describe security barriers and access controls (*e.g.*, locking of doors, desks and filing cabinets)
 - Describe visitor policies (*e.g.*, visitors are escorted at all times when visiting information processing and storage facilities)

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Give Form to the
requester. Do not
send to the IRS.

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

Suanne Kowal-Connelly

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

☒ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ►

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ►

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

194 W. Shore Dr.

6 City, state, and ZIP code

Massapequa, New York 11758

7 List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

0 5 7 - 4 0 - 2 3 8 3

or

Employer identification number

-

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign
Here

Signature of
U.S. person ►

Suanne Kowal-Connelly

Date ► 6/23/23

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
 - Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
 - Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
 - Form 1099-S (proceeds from real estate transactions)
 - Form 1099-K (merchant card and third party network transactions)
 - Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
 - Form 1099-C (canceled debt)
 - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.



1800 Northern Boulevard, P.O. Box 9009, Roslyn, New York 11576

(516) 365-6345

(833) 774-6625

www.myempro.com

Suanne Kowal-Connelly, MD
194 West Shore Drive
Massapequa, NY 11758

**PROFESSIONAL LIABILITY POLICY
CLAIMS-MADE COVERAGE**

Policy Number: 23118-04-00	Named Insured and Professional Office Premises Suanne Kowal-Connelly, MD 101 South Bergen Place Suite 203 Freeport, NY 11520
Policy Period: 07/15/2023 - 07/15/2024	
Retroactive Date: 07/15/1986	

The insured is engaged in the specialty of Pediatrics class **PHY102** and is duly registered and/or licensed to practice his/her profession under the laws of all jurisdictions in which he/she practices.

COVERAGE

Professional Liability Coverage
The Annual Aggregate for one Policy Year shall not exceed

LIMITS OF LIABILITY

\$1,300,000 per claim
\$3,900,000

**COVERAGE UNDER YOUR POLICY IS SUBJECT TO THE TERMS AND CONDITIONS OF THE
ENDORSEMENTS LISTED BELOW: E-106, E-155, E-158**

TOTAL PREMIUM: \$6,964.00

COUNTERSIGNED BY:

BC. Gill

DATE ISSUED: 05/31/2023

MARKETING REPRESENTATIVE:

Internal Producers

*THE COMPANY IS NOT RESPONSIBLE FOR ANY CLAIM RECEIVED OR REPORTED AFTER THE RETROACTIVE DATE BASED UPON INCIDENTS OCCURRING PRIOR TO THE RETROACTIVE DATE FOR THE NAMED INSURED. THIS POLICY IS NON-ASSESSABLE.

Attachment: Medical_Kowal Connelly (4917 : Appointment of Medical Inspector)

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 NVision (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: US OMNI

Date(s) of Service: 2023-2024 SCHOOL YEAR

Description of Services: SERVICE AGREEMENT PROVIDER PROGRAM

Rate for Services: \$2,400.00

Annual Estimate Cost at time of approval:

Prior Year Rate for Services: \$2,544.00

Administrator Requesting: Michael Fabiano

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): A 1310.4000-00-0000

Purchase order #

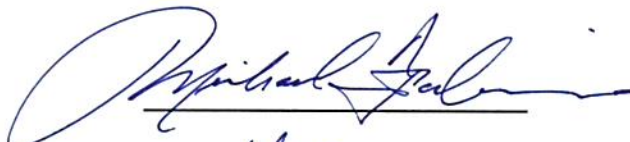
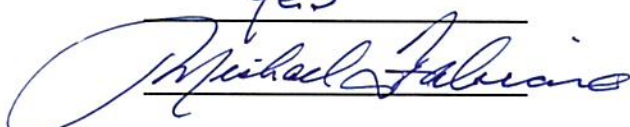
Routing:

1. Department Administrator

2. Attorney Review

3. Business Office Review

4. Board of Education Meeting date


yes

June 7, 2023

PLEASE RETURN TO: BUSINESS OFFICE

This cover sheet should be sent to the Business Office or to the Superintendent's Office when a contract is sent over for approval

Attachment: US Omni (4920 : Appointment of Third Party Administrator for 403(b) and 457 Retirement Plan Providers)



Services Agreement Reinstatement

Name of Employer: Levittown UFSD

The Services Agreement for the fiscal year Jul 1, 2022 – Jun 30, 2023, entered into by your organization and U.S. OMNI & TSACG Compliance Services, Inc. (OMNI/TSA) is hereby reinstated and amended for the fiscal year Jul 1, 2023 - Jun 30, 2024, with the fee schedule set forth below. This Services Agreement Reinstatement will be effective on July 1, 2023, unless OMNI/TSA is notified in writing by your organization of non-renewal of the Services Agreement with below fee schedule prior to 7/1/23.

FEE SCHEDULE FOR 2023-2024 YEAR

Billing Type: Preferred Provider Program (P3) P3 - Limited

<u>Description</u>	<u>No. of Accounts</u>	<u>Rate</u>	<u>Annual Amount</u>
<u>P3 Administrative Fee</u>		\$1,500.00	\$1,500.00
<u>Non-P3 Service Provider 403(b)*</u>	25	\$36.00	\$900.00
<u>457(b) Accounts</u>	15	\$36.00	Included
<u>Vanguard Accounts**</u>	0	\$36.00	\$.00
Total 2023-2024			\$2,400.00

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

***If Vanguard is a participating service provider in Employer's plan the Employer shall be responsible for applicable TPA fees. For Billing Type P3 Limited, Vanguard is ineligible for new accounts. For Billing Types P3 – Flexible & P3-Open, Vanguard is eligible for new accounts.*

US Omni & TSACG Compliance Services, Inc

NY-Levittown UFSD-#107

Brad Hope, Managing Partner
Printed Name, Title

Date May 25, 2023

Printed Name, Title

Date _____

Please return a signed copy by July 1, 2023

This is not an Invoice. Please do not remit payment until the invoice is provided in July.

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: Wright Risk Management

Date(s) of Service: 7/1/23 – 6/30/26

Description of Services: Workers Compensation Insurance

Rate for Services:

Loss Period	TPA Fee
7/1/23-6/30/24	\$74,047.34
7/1/24-6/30/25	\$74,878.81
7/1/25-6/30/26	\$76,282.56

Annual Estimate Cost at time of approval:

Prior Year Rate for Services:

Loss Period	TPA Fee
7/1/20-6/30/21	\$71,876.67
7/1/21-6/30/22	\$72,595.43
7/1/25-6/30/26	\$74,047.34

Administrator Requesting: Michael Fabiano

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. Department Administrator

Michael Fabiano

2. Attorney Review

3. Business Office Review

Yes


Attachment: Wright Risk (4921 : Appointment of Third Party Administrator for Workers' Compensation)

4. Board of Education Meeting Date 7/5/23

This cover sheet should be sent to the business office OR to the superintendent's office when a contract is sent over for approval

After Board Meeting, please return form to: Sue Tam



MANAGEMENT AGREEMENT (this “**Agreement**”), dated July 1, 2023 (“**Effective Date**”), between Levittown Union Free School District, a New York State public school district with its primary address at 150 Abbey Lane, Levittown, NY 11756 (the “**District**”) and Wright Risk Management Company, LLC, a Delaware limited liability company with its principal place of business at 900 Stewart Avenue, Suite 600 Garden City, New York 11530 (the “**Plan Manager**”).p

RECITALS

WHEREAS, the District desires that the Plan Manager provide workers’ compensation administration services for the District’s self-insured workers’ compensation plan (the “**Self-Insured Plan**”), on the terms and conditions provided in this Agreement; and

WHEREAS, the Plan Manager desires to render such services to the District as provided in this Agreement;

NOW, THEREFORE, the District hereby engages the services of the Plan Manager and, in consideration of the mutual promises herein contained, the parties agree as follows:

I. **TERM.**

This Agreement shall be effective commencing on the Effective Date and shall continue in effect through June 30, 2026 unless terminated prior to that date pursuant to Section VII of this Agreement.

II. **SERVICES.**

The Plan Manager will provide administrative and claims management services necessary to operate the Self-Insured Plan, which will use funds established by the District to finance the Self-Insured Plan (the “**Self-Insured Fund**”). Said services will consist of the following:

A. In cooperation with District personnel, the Plan Manager will design and implement, the internal claims reporting system. Once designed, selected District personnel will be trained to ensure the effectiveness of this reporting system.

B. Once a claim is reported, the Plan Manager will review the claim to determine if investigation is needed to determine the compensability and extent of the injury claimed. If investigation is necessary, the Plan Manager will perform such investigation immediately and thoroughly. If any third-party investigation services are necessary, such as surveillance, review of accident locations, or taking signed statements, the Plan Manager will arrange for such services. The fees and expenses for such services shall be allocated loss adjustment expenses that will be charged against the Self-Insured Fund.

C. If it is determined that the claim is compensable, the Plan Manager will file all forms required by the Workers' Compensation Board ("WCB") and direct the District to make payments in accordance with statutory requirements and mandated fee schedules. The District is responsible for providing any information necessary to complete all forms.

D. If it is determined that the claim is not compensable, or if the injury is not of the nature or extent claimed by the employee, the claim will be controverted and the file prepared for argument before WCB. The Plan Manager will provide for appearance by an experienced workers' compensation attorney on all cases in which hearings are held before WCB. Attorney fees, the cost of appeals, and other litigation expenses, if any, shall be allocated loss adjustment expenses that will be charged against the Self-Insured Fund.

E. The Plan Manager shall pursue subrogation whenever it is reasonably anticipated that the District may be reimbursed for payments made. The costs of retaining third-party services to assist in pursuing subrogation, where necessary and appropriate, shall be allocated loss adjustment expenses that will be charged against the Self-Insured Fund.

F. The Plan Manager will provide complete supervisory services for claims covered during the term of this Agreement. These supervisory services will include claims adjustment services, general monitoring of medical treatment in order to ensure appropriate treatment and minimize medical costs, and coordinating audit of all medical bills received for legitimate workers' compensation claims to confirm causal relationship and that the amount approved for payment conforms to the prescribed New York State Workers' Compensation Fee Schedules. These supervisory services will not include telephonic or field case management, or other managed care services, which will be arranged and coordinated, as necessary, by the Plan Manager. The costs of telephonic or field case management, or other managed care services shall be allocated loss adjustment expenses that will be charged against the Self-Insured Fund.

G. As appropriate, the Plan Manager will obtain independent medical opinions, using a WCB-registered referral service, to advise the District as to the appropriateness of medical treatment being received by, and the degree of disability of, the injured employee. The Plan Manager will consult with treating physicians, medical consultants, and other medical professionals to assist in instituting rehabilitative efforts to achieve an injured employee's return to work at the earliest possible time. The referral service and medical consultants' fees shall be allocated loss adjustment expenses that will be charged against the Self-Insured Fund.

H. The Plan Manager will implement a payment procedure for lost time benefits, medical bills, and expense payments. This procedure will be developed with District personnel to ensure timely and appropriate payment. The Plan Manager will prepare payment documentation, including payment authorizations and copies of bills, and forward such documentation to the District. The District shall be responsible for printing, signing, and distributing checks in compliance with the Plan Manager's instructions.

I. The Plan Manager will review any reported employers' liability claims that arise, and advise regarding coverage, defense, and indemnification of such claims. As necessary, the Plan Manager will arrange for the retention of counsel to represent the District on employers' liability claims. Attorney fees, the cost of appeals, and other litigation expenses, if any, shall be allocated loss adjustment expenses that will be charged against the Self-Insured Fund.

J. The Plan Manager will track medical services subject to the Department of Health (“DOH”) surcharges mandated by Public Health Law Section 2807, direct payment of applicable surcharges, and file all necessary forms with the DOH on a monthly or as needed basis. In the first year of handling claims for the District, the Plan Manager shall have no responsibility under this Section unless the District provides medical reports, hospital bills, access to the DOH website, and other information relating to the claims necessary to perform the Plan Manager’s services under this Section.

K. The Plan Manager shall prepare 1099’s at the end of the calendar year for distribution to the appropriate vendors. Prior to forwarding 1099 forms to the District for distribution, the Plan Manager will review all vendor information for payments made in the current calendar year to ensure that the 1099 forms match the Internal Revenue Service records for name and tax identification number. Where vendors bill under an individual name rather than a corporate name, the Plan Manager will request the completion of W-9 forms from the appropriate vendors. The Plan Manager will also prepare the necessary Internal Revenue Service transmittal form on behalf of the District. In the first year of handling claims for the District, the Plan Manager shall have no responsibility under this Section unless the District provides a report containing the prior vendor information necessary to perform the Plan Manager’s services under this Section.

L. The Plan Manager will review all Assessment Billing Notices for accuracy. If the District becomes overpaid for a WCB fiscal year due to variations in lost time experience from year to year, the Plan Manager will verify that all future credits issued to the District by WCB are properly issued and applied. In the first year of handling claims for the District, the Plan Manager shall have no responsibility under this Section unless the District provides a two-year check registry (including payment amounts, payees, and dates of service) and other information relating to the claims necessary to perform the Plan Manager’s services under this Section.

M. The Plan Manager will assist the District in developing a loss prevention program, the nucleus of which will be the safety committee. The goal of the safety committee will be to minimize the number of workers’ compensation injuries by reviewing the nature and type of incidents arising in the District, so that potential problem areas can be identified and addressed.

N. The Plan Manager will provide the District with updates on any changes in the Workers’ Compensation Law as such changes apply to the workers’ compensation program.

O. The Plan Manager will provide a cumulative cost summary report on a quarterly basis encompassing all individual claim costs and all other operational costs of the Self-Insured Plan. These reports will include the following information:

1. Summary of Costs/Claim Payments by Type and Status – Claim payments organized into indemnity, medical, and expense categories by fiscal year.
2. Number of Claims by Type and Status – Listing of open and closed claims, by fiscal year.
3. Paid Plan Charges – All Plan administrative costs, including insurance premiums, management fees, actuarial fees, financial auditor fees, and bank charges, by fiscal year.
4. Paid Employer Charges – WCB assessments and DOH surcharges by fiscal year.

P. The Plan Manager will provide cumulative quarterly loss runs encompassing all reported claims. These loss runs will include the following information:

1. File number.
2. Date of Accident.
3. Name of injured employee/claimant.
4. Occupation.
5. Description of accident.
6. Type of injury/part of body.
7. Status of claim/class.
8. Total medical, indemnity and expenses paid to date.

Q. The Plan Manager will handle all pending workers' compensation cases that have arisen since the inception of the Self-Insured Plan.

R. Annually, the Plan Manager will provide an overall review of the Self-Insured Plan, including information from quarterly reports.

S. The Plan Manager will ensure that the District's open files are properly maintained and available for review and/or audit, and will arrange for the storage or return of the District's closed/inactive files. The Plan Manager may maintain and store files electronically in lieu of a physical file. Physical storage costs, if any, are an expense that will be charged against the Self-Insured Fund. The foregoing is subject to Section VIII of this Agreement.

III. **FEE.**

The Plan Manager shall invoice the District for a management fee for services under this Agreement at the rate set forth in the Addendum. The District shall pay the management fee within thirty (30) days of receipt of the invoice.

The District shall pay a management fee to the Plan Manager for services as follows:

- A. For the period from July 1, 2023 to June 30, 2024, the District shall pay a management fee of \$74,047.34, payable in twelve (12) monthly installments due on the first of each month.
- B. For the period from July 1, 2024 to June 30, 2025, the District shall pay a management fee of \$74,878.81, payable in twelve (12) monthly installments due on the first of each month.
- C. For the period from July 1, 2025 to June 30, 2026, the District shall pay a management fee of \$76,282.56, payable in twelve (12) monthly installments due on the first of each month.

IV. **SPECIAL REPORTS AND ADDITIONAL SERVICES.**

Upon the written agreement of the parties, the Plan Manager shall provide special reports or additional services not included in this Agreement, at an additional fee to be agreed upon.

V. SERVICE COMMITMENT.

The Plan Manager shall devote such time to the performance of its duties under this Agreement as is reasonably necessary for the satisfactory performance of its duties under this Agreement.

VI. INDEMNIFICATION.

A. The Plan Manager shall hold harmless and indemnify the District against any loss, liability, damage, or expense, including reasonable attorneys' fees, to the extent caused by the willful misconduct, gross negligence, or negligence on the part of the Plan Manager or any of its employees or agents, which result from, or arise out of, a breach of any obligation in this Agreement.

B. The District shall hold harmless and indemnify the Plan Manager against any loss, liability, damage, or expense, including reasonable attorneys' fees, to the extent caused by the willful misconduct, gross negligence, or negligence on the part of the District or any of its employees or agents, which result from, or arise out of, a breach of any obligation in this Agreement.

VII. TERMINATION.

A. Either party may terminate this Agreement for the following reasons upon sixty (60) days written notice to the other party:

1. Fraud or criminal acts on the part of the other party or pattern of conduct of such other party which constitutes willful misconduct or gross negligence with respect to the performance of such other party's duties hereunder;
2. Substantial and continuing breach of this Agreement by the other party, provided, however, that the party seeking to terminate shall notify the other party of such breach, identifying such breach in full particulars, and the other party shall have thirty (30) days from receipt of such notice to cure the breach and, if such breach be cured within such period, such breach shall not be cause for termination; or
3. The New York State Superintendent of Financial Services shall issue a final order to terminate this Agreement, and the time for appealing such order shall have expired.

B. This Agreement shall terminate immediately without notice upon:

1. commencement by either party of any case, proceeding or other action: (a) under any existing or future law of any jurisdiction, domestic or foreign, relating to bankruptcy, insolvency, reorganization or relief of debtors, seeking to have an order for relief entered with respect to it, or seeking to adjudicate it a bankrupt or insolvent, or seeking reorganization, arrangement, adjustment, winding-up, liquidation, dissolution, composition or other relief with respect to it or its debts; or (b) seeking appointment of a receiver, trustee, custodian, or other similar official for it or for all or any substantial part of its assets, or either party shall make a general assignment for the benefit of its creditors;

2. commencement against either party of any case, proceeding or other action of a nature referred to in Section VII.B.1 above which: (a) results in the entry of an order for relief or any such adjudication or appointment; or (b) remains undismissed, undischarged or unbonded for a period of sixty (60) days;
3. commencement against either party of any case, proceeding or other action seeking issuance of a warrant of attachment, execution, distraint or similar process against all or any substantial part of its assets which results in the entry of an order for any such relief which shall not have been vacated, discharged, stayed or bonded pending appeal within sixty (60) days from the entry thereof;
4. consent, approval, acquiescence, or any action by either party in furtherance of any of the acts set forth in Sections VII.B.1, 2, or 3 above; or
5. an inability by either party to pay its debts as they become due.

C. Upon the effective date of termination of this Agreement, the District shall pay the fee due and owing the Plan Manager to be prorated based on the period of time the Agreement was in force and effect.

D. Upon termination of this Agreement, the Plan Manager shall have no responsibility for run-off of claims. Any agreement regarding run-off of claims will be dealt with in a separate written agreement signed by both parties.

E. Upon termination of this Agreement, the Plan Manager shall return the District's Property, as defined in Section VIII.A. The cost for returning the District's Property shall be borne solely by the District.

VIII. PROPERTY RIGHTS, CONFIDENTIALITY, AND RECORDKEEPING.

A. The District's Property.

All portions of the claim file, including WCB documents, claim reports, investigation reports, correspondence, and claim data of the District acquired and used by the Plan Manager in the performance of its duties hereunder ("**District Property**") shall belong to and remain the sole property of the District. Upon termination of this Agreement, the Plan Manager shall promptly return the District Property to the District or its designee, unless the District purchases run-off claims services pursuant to Section VII.D of this Agreement. The Plan Manager will transfer such files in an electronic form that can be produced by the Plan Manager's system without special modification and that will be readable by the District. The Plan Manager shall keep all District Property confidential, and shall not use, publish, discuss, disclose, or communicate District Property to third parties, except as necessary to perform its obligations under this Agreement, and in accordance with this Agreement. This provision shall survive termination of this Agreement.

B. The Plan Manager's Property.

All Systems created by the Plan Manager in the performance of its duties and activities under this Agreement shall belong to and remain the property of the Plan Manager. "**Systems**" as used herein shall include data processing, databases, computer programs, computer equipment, formats, management protocols and operation documentation and internal reports of the Plan Manager pertaining to the Self-Insured Plan. This includes Systems for the administration,

accounting, underwriting, risk management, cost containment and safety programs and services, and management systems developed by the Plan Manager for the Self-Insured Plan or in connection with the performance of its services hereunder. This provision shall survive termination of this Agreement.

IX. MISCELLANEOUS.

A. Independent Contractor.

The Plan Manager shall be an independent contractor and not an employee, agent, or servant of the District. The Plan Manager's employees shall be considered the Plan Manager's employees for all purposes and Plan Manager alone shall be responsible for their work, personal conduct, direction, and compensation. The District shall not be responsible for withholding taxes with respect to the Plan Manager's compensation and the Plan Manager shall be solely responsible to pay all applicable taxes from such compensation, including any compensation owed to its employees.

B. Entire Agreement.

This Agreement supersedes any and all other agreements either oral or in writing between the parties hereto.

C. Assignment.

Neither this Agreement nor any duties or obligation hereunder shall be assignable by the Plan Manager without the prior written consent of the District. In the event of an assignment by the Plan Manager to which the District has consented, the assignee or his legal representative shall agree in writing with the District to personally assume, perform, and be bound by the covenants, obligations and agreements contained herein.

D. Governing Law.

The laws of the State of New York shall govern the validity of this Agreement, any of its terms or provisions, and the rights and duties of the parties hereunder.

E. Amendment.

This Agreement may be amended by the mutual written agreement of the parties to be attached to and incorporated into this Agreement.

F. Legal Construction.

This Agreement was negotiated by sophisticated parties at arm's length and shall be construed as if drafted jointly by the parties. No presumption or burden of proof shall arise favoring or disfavoring any party by virtue of authorship of any of its provisions. Any waiver of any other term, condition, or provision of this Agreement will not constitute a waiver of any other term, condition, or provision, nor will a waiver of any breach of a term, condition, or provision constitute a waiver of any subsequent or succeeding breach.

G. Effect of Invalidity.

In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or

unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision has never been contained herein.

H. **Notices.**

All notices, requests, demands and other communications hereunder shall be in writing and shall be deemed to have been duly given, if mailed by certified or registered mail, or by nationally recognized overnight carrier, return receipt requested, to the respective party at the addresses set forth below, on the date received or rejected:

If to the District:

Levittown Union Free School District
150 Abbey Lane
Levittown, NY 11756
Attention: Michael Fabiano
Assistant Superintendent for Business and Finance

If to the Plan Manager:

Wright Risk Management Company
900 Stewart Avenue, Suite 600
Garden City, NY 11530
Attention: Eric Hartcorn
Executive Vice President, Workers' Compensation

or to such other person and address as either party may designate by notice to the other.

I. **Headings.**

The headings to the various sections of this Agreement have been inserted for convenience of reference only and shall not modify, define, limit, or expand the expressed provisions of this Agreement.

J. **Counterparts; Facsimiles.**


This Agreement may be executed in any number of counterparts, each of which shall be an original, and each such counterpart shall together constitute but one and the same Agreement. Signatures to this Agreement transmitted by facsimile transmission, by electronic mail in "portable document format" (".pdf") form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, shall have the same effect as physical delivery of the paper document bearing the original signature.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date.

LEVIITTOWN UNION FREE SCHOOL DISTRICT

By: _____
 Name:
 Title:

WRIGHT RISK MANAGEMENT COMPANY, LLC

By:  _____
 Name: Eric Hartcorn
 Title: Executive Vice President, Workers' Compensation

Attachment: Wright Risk (4921 : Appointment of Third Party Administrator for Workers' Compensation)

LEVITTOWN PUBLIC SCHOOLS

Levittown Memorial Education Center

Abbey Lane

Levittown, New York 11756



Professional Learning Plan 2023 - 2025

Todd Winch, Superintendent of Schools

Board of Education

Jennifer Messina, President

Peggy Marengi, 1st Vice President

Christina Lang, 2nd Vice President

Trustees

Marianne Adrian, Dillon Cain, James Moran, Michael Pappas

Attachment: Professional Learning Plan (4944 : Professional Learning Plan)

PROFESSIONAL LEARNING PLAN TABLE OF CONTENTS

<i>Section</i>	<i>Page Number</i>
Composition of Professional Learning Team	3
Introduction	4
New York State Professional Development Standards	6
Needs Analysis and Goals	7
Professional Growth Opportunities	7
Professional Learning Activities Offered by Levittown Schools	9
Evaluation of Professional Learning Activities	10
Professional Learning Hours for Certification & License Registration	11
Procedures for Tracking Professional Learning	11
Review	12
<i>Appendix A: Needs Assessment</i>	
<i>Appendix B: Mentoring Plan</i>	
<i>Appendix C: Approved Consultants</i>	

PROFESSIONAL DEVELOPMENT COMMITTEE

Administrators

Dr. Beth Ziropiannis, Assistant Superintendent for Curriculum & Instruction
 Ms. Debbie Rifkin, Assistant Superintendent for Human Resources
 Dr. Margaret Ippolito, Chairperson of Special Education, Wisdom Lane
 Jared Vanderbeck, Principal, Gardiners Avenue Elementary School

LUT Members

John Caulfield, President
 Kelly Beechler
 Donna DiPalo
 Jennifer Gorske
 John Lipani
 Meghan Mastronardi
 Joseph Russell
 Kerry Schaefer
 Nara Denson, Director of the Levittown Teachers' Center

Parent Member

Tina Bodkin, PTA Council Representative

I. INTRODUCTION

The Levittown Professional Learning Committee has prepared this professional learning plan in accordance with current regulations of the New York State Commissioner of Education. The specific components of the regulations are as follows:

- By September 1, 2000, and annually thereafter, districts shall adopt a Professional Learning Plan (PLP), the purpose of which shall be to improve the quality of teaching and learning by ensuring that teachers participate in substantial professional learning in order that they remain current with their profession and meet the learning needs of their students.
- Each year, each school district shall describe in its plan how it will provide teachers in its employ holding a professional certificate (transitional or initial professional certificates) and teaching assistants with Level III license with opportunities to maintain such certificate in good standing based upon successfully completing 100 hours of professional learning every five years.
- The team shall include the superintendent or his/her designee; school administrators designated by their collective bargaining association; teachers designated by their collective bargaining association and who should comprise a majority of the seats; at least one parent designated by the established parent group; one or more curriculum specialists; and at least one representative of a higher education institute, provided that the board of education or BOCES determines that a qualified candidate is available to serve after conducting a reasonable search.
- The final determination on the content of the PDP shall be the decision of the Board of Education.
- Each year, the Superintendent shall certify to the Commissioner that the requirements of this regulation have been met and that the District has complied with the PDP applicable to the current school year.
- In order to provide high quality professional learning to meet the needs of our teachers, the Professional Learning Plan of the Levittown School District is being supported in part by the BOCES, RIC, RBERN, RSE-TASC, Teacher Centers and approved consultants.

The Levittown plan is rooted in the belief that the teacher is the most important influence in a student's learning experience. Just as differentiation of instruction is important to meet student learning needs, differentiated professional learning should be provided to meet teacher learning needs. The plan categorizes and summarizes professional learning opportunities available to the faculty and subscribes to "substantial" professional learning that is robust, relevant, results-oriented, and sustainable. The plan acknowledges the need to coordinate the District's professional learning activities with the New York State (NYS) Learning Standards, the NYS Common Core

Learning Standards (2011), the NYS Professional Development Standards (2009), Chapter 56 of the Laws of 2015, the National Staff Development Council Standards (2001), the NYS Teaching Standards (2011) the Interstate School Leaders Licensure Consortium (ISLLC) Standards (2008) and the district's approved teacher practice rubric. In addition, the committee recommends that professional learning initiatives are aligned with students' needs from multiple sources of student achievement data, including results of local formative and summative assessments, research-based instructional strategies, and recognized best-practices.

II. NYS STANDARDS FOR HIGH QUALITY PROFESSIONAL LEARNING

1. **Designing Professional Learning:** Professional learning design is based on data; is derived from the experience, expertise and needs of the recipients; reflects best practices in sustained job-embedded learning; and incorporates knowledge of how adults learn.
2. **Content Knowledge and Quality Teaching:** Professional learning expands educators' content knowledge and the knowledge and skills necessary to provide developmentally appropriate instructional strategies and assess student progress.
3. **Research-based Professional Learning:** Professional learning is research-based and provides educators with opportunities to analyze, apply and engage in research.
4. **Collaboration:** Professional learning ensures that educators have the knowledge, skill and opportunity to collaborate in a respectful and trusting environment.
5. **Diverse Learning:** Professional learning ensures that educators have the knowledge and skill to meet the diverse learning needs of all students.
6. **Student Learning Environments:** Professional learning ensures that educators are able to create safe, secure, supportive, and equitable learning environments for all students.
7. **Parent, Family and Community Engagement:** Professional learning ensures that educators have the knowledge, skill, and opportunity to engage and collaborate with parents, families, and other community members as active partners in children's education.
8. **Data-driven Professional Practice:** Professional learning uses disaggregated student data and other evidence of student learning to determine professional learning needs and priorities, to monitor student progress, and to help sustain continuous professional growth.
9. **Technology:** Professional learning promotes technological literacy and facilitates the effective use of all appropriate technology.
10. **Evaluation:** Professional learning is evaluated using multiple sources of information to assess its effectiveness in improving professional practice and student learning.

III. NEEDS ANALYSIS AND GOALS

The Levittown Board of Education has demonstrated its commitment to continuous improvement of the educational program through its support of ongoing professional learning. Professional learning in the Levittown School District is designed to provide all of its educational professionals with the resources and training necessary to address the learning needs of its students. Multiple opportunities for the ongoing improvement of teaching and learning are offered to the professional staff. The Board of Education has directed the school district administration to link those professional learning activities with the goal of improving all levels of student academic achievement in multiple dimensions. The Levittown School District accepts the perspective of the NYS Board of Regents in that it asserts that professional learning succeeds when it (1) improves the skills of teachers; (2) focuses on standards and student achievement; (3) links professional learning to the attainment of instructional goals; and (4) connects professional learning to short- and long-range District and school goals for continuous growth.

Needs analysis is conducted on an ongoing basis. Data are gathered from student achievement results on local formative and summative assessments including performance-based assessments, and on standardized tests. In addition, the professional staff makes recommendations for professional learning in current research-based and best-practice models. Periodic surveys of faculty are conducted to provide feedback, to ascertain individual learning needs, and to design differentiated strategies and activities.

IV. PROFESSIONAL GROWTH ACTIVITIES

Continuing Teacher and Leader Education (CTLE) activities must be offered in appropriate subject areas, as defined in law and regulation Subpart 80-6 of the Regulations of the Commissioner of Education for Professional and Level III teaching assistant certificate holders, which:

- will expand educators' content knowledge and the knowledge and skills necessary to provide rigorous, developmentally appropriate instructional strategies and assesses student progress;
- is research-based and provides educators with opportunities to analyze, apply, and engage in research;
- includes the necessary opportunities for professionals to obtain CTLE to meet the English language learner provisions, which is 50 hours for teachers of ENL or 15 hours for all other educators;
- is designed to ensure that educators:
 - (1) have the knowledge, skill, and opportunity to collaborate to improve instruction and student achievement in a respectful and trusting environment;
 - (2) have the knowledge and skill to meet the diverse needs of all students;
 - (3) have the knowledge and skill to create safe, secure, supportive, and

equitable learning environments for all students;

(4) have the knowledge, skills, and opportunity to engage and collaborate with parents, families, and other community members as active partners in children's education;

- uses disaggregated student data and other evidence of student learning to determine professional learning needs and priorities, to monitor student progress, and to help sustain continuous professional growth;
- promotes technological literacy and facilitates the effective use of all appropriate technology; and
- evaluates using multiple sources of information to assess its effectiveness in improving professional practice and student learning.

Activities that may count for CTLE credit must be:

- offered by a SED-approved sponsor;
- formal courses of learning including, but not limited to, university and college credit and non-credit courses;
- professional learning programs and technical activities offered by national, state and local professional associations and other organizations acceptable and approved by SED ; and
- professional learning opportunities provided by the Levittown School District, Levittown Teacher Center or BOCES.

V. PROFESSIONAL LEARNING OPPORTUNITIES PROVIDED BY THE LEVITTOWN SCHOOL DISTRICT

The following list reflects the professional learning activities that are available for CTLE hours in the Levittown School District:

1. Workshops/in-service courses provided through the Levittown Teacher Center and BOCES.
2. District approved workshops/conferences provided by state-approved sponsors.
3. College courses through accredited universities.
4. In-District professional learning provided through district-approved consultants and district employees.
5. Elementary professional learning meetings
6. Professional learning workshops offered through building/grade-level/department meetings.
7. National Board Certification
8. Receiving mentoring (*The mentor of a new classroom teacher my earn up to 30 hours of CTLE credit in each 5 year registration period*)
9. Working with student teachers (*The mentor of a student teacher my earn up to 25 hours of CTLE credit in each 5 year registration period*)

With the exception of #7 and #8, these opportunities will appear in MyLearningPlan as formal activities. For teachers or teaching assistants who participate in National Board Certification or are receiving mentoring, these hours must be logged in MyLearningPlan using the “NYS PD Hours Request” form.

Professional learning outside of those outlined above will require prior authorization from the Department of Instruction and/or the Department of Personnel.

VI. EVALUATION OF PROFESSIONAL LEARNING ACTIVITIES

Evaluation of professional learning activities takes a variety of forms.

- District-sponsored professional learning is evaluated by participants upon completion of the activity allowing for both objective and open-ended comments. Feedback is used to inform follow-up activities and to improve the process of professional learning.
- Building principals and/or directors/chairpersons review summaries of staff learning at conferences, workshops, and trainings. Participants share their learning with colleagues.
- Recommendations for continued learning, curriculum work, and turnkey training are evaluated by the Building Professional Learning Team.
- Building principals report annually to the Curriculum Office on the effectiveness of the building's professional learning activities.
- The District utilizes My Learning Plan evaluations to gauge participant feedback and determine the effectiveness of the activity.
- The District Professional Learning Team assesses the impact of the District Professional Plan.

VII. PROFESSIONAL LEARNING HOURS FOR CERTIFICATION & LICENSE REGISTRATION

The following paragraphs delineate the requirements for license registration and CTLE hours. Please note that holders of permanent licenses are currently not required to submit CTLE hours, but are required to register their license as noted below.

1. All administrators, teachers, and teaching assistants (Level III) are required to register their license with the New York State Department of Education (NYSED) through the TEACH system once every 5 years.

2. **Teachers and Administrators holding a Professional License:**

After July 1, 2016, a teacher or administrator in the District's employ holding the NYSED *professional certificate* is required to maintain such certificate in good standing based upon successfully completing 100 hours of professional learning, consistent with the District's Professional Learning Plan, every five years. The certificate holder is responsible for entering the professional learning hours for approval on My Learning Plan and for monitoring his/her completed hours.

3. **Teaching Assistant Level III certificate holders:**

The above category teaching assistants must complete 100 hours of professional learning every five years to maintain the validity of their certificates. They may avail themselves of the professional learning opportunities above as they relate to their assignments.

VIII. RESPONSIBILITY AND PROCEDURES FOR TRACKING PROFESSIONAL LEARNING HOURS

The Office of Personnel will inform holders of the professional certificate that they must complete 100 hours of professional learning every five years to maintain their certification. The responsibility for logging these hours through My Learning Plan, obtaining proof of attendance for courses, conferences and workshops attended and reporting professional learning activity rests with the individual teacher. The District will retain the following information for each professional certificate holder:

- The name of the professional certificate holder
- His or her teacher certification identification number
- The title of the professional learning program
- The number of hours completed
- The date and the location of the program

The District will retain these records for a minimum of eight (8) years from the date of completion of the professional learning by the professional certificate holder.

Most professional learning opportunities will be designated as “activities” in MyLearningPlan. Teachers and teaching assistants will need to register for these opportunities as they would for an out-of-district workshop or course. This includes faculty meetings, department meetings, and grade level meetings where professional learning is the focus (as defined in Section IV of this plan). The facilitators will create activities in MyLearningPlan when the purpose of these meetings is for professional development.

In some instances, professional learning activities will require the use of a separate log form in MyLearningPlan. This form should be used when logging professional learning in the following areas only:

- National Board Certification
- Receiving Mentoring

Please note: Levittown Schools uses the state approved CTLE form for all CTLE activities provided by the district. This form can be found on the district website. Other providers may use different forms. Questions related to CTLE forms can be directed to the Department of Human Resources or the Department of Instruction.

IX. REVIEW

This plan will be reviewed annually by the Levittown Professional Learning Committee.

Levittown Public Schools

PROFESSIONAL LEARNING PLAN

Appendix A:
Professional Learning
Needs Assessment

Levittown Public Schools

PROFESSIONAL LEARNING PLAN

Appendix B:
Mentoring Plan

Levittown Public Schools New Teacher Mentor/Intern Plan Effective July 1, 2013

Introduction:

Mentoring of new teachers is an important part of the overall preparation and professional learning of beginning practitioners. It is part of the new teacher's continuum of experiences building on pre-service coursework and accomplishments, and anticipating continued development over the course of the teacher's career. The components of the mentor plan provide the highest quality, personalized support in welcoming new teachers to the Levittown Public Schools and to the profession. The Levittown School's Mentor/Intern Plan significantly impacts a beginning teacher's skill development and self-confidence.

Desired Goals and Outcomes:

Teacher retention and teacher recruitment are important goals of the Levittown New Teacher Mentor/Intern Plan but the most important goal is increased teacher skillfulness that will positively impact student achievement.

Specific Mentor Responsibilities:

- Maintaining confidentiality
- Sharing knowledge, skills, and information with the new teacher
- Meeting approximately once a week for a total of 30 hours for the school year. This includes a mandatory 2-hour session prior to the opening of school.
- Visiting new teacher's classroom during teaching periods a minimum of five times/year for the purpose of coaching and providing feedback and support
- Meeting with the coordinator periodically throughout the year to provide feedback and support
- Participating in training
- Modeling collegiality
- Opening their classroom to the new teacher to model effective teaching techniques
- Arranging visits for the new teacher to observe other colleagues in the department or grade level
- Offering non-judgmental listening
- Facilitating growth and development of the new teacher

Criteria for Mentor Selection:

- Member of LUT
- A minimum of five years of teaching experience in Levittown
- Availability to meet with intern at least 2 hours prior to the opening of school
- Completion of NYSUT mentor training
- Familiarity with the district and school community
- Excellent interpersonal skills and ability to work collegially

- Demonstrated development in the profession
- Willingness to fulfill all roles and responsibilities as described in the Mentor Plan
- Demonstrated good communication skills and a commitment to confidentiality

Program Coordination:

The LUT Mentor/Intern Plan will be overseen and directed by the coordinator in consultation with the mentor panel and the LUT leadership. The coordinator will be responsible for generating an annual timeline. The coordinator will meet periodically with the panel to assist and advise as the program is implemented.

Mentor Application Process:

Tenured teachers who wish to mentor a new teacher should submit a mentor application. These can be picked up in the LUT office or from a building rep. The application includes a basic information form, a statement as to why he/she is interested in mentoring and two references from LUT colleagues. The application should be submitted by May 1st for the following school year.

All applications will be reviewed by the mentor panel, with a majority of its members chosen by the LUT. An interview may be requested. Teachers who have been selected to be members of the mentor pool will be notified in August.

Teachers from the mentor pool will be matched by the coordinator with new teachers who are eligible for mentoring. It is a NYS requirement that whenever possible mentors have the same certification as the new teacher they mentor. Other considerations, such as grade level and building placement, will also be important selection criteria.

Teachers who have been selected for the mentor pool who have not been matched with a new teacher will remain in the pool for three years. After that time, they will have to re-apply to be mentors.

Role of the Principal:

The relationship with the school administrator is a key relationship in the newcomer's professional life. The initial relationship of a beginning teacher with his or her principal greatly impacts the decision to remain in teaching. In teacher mentoring programs, building principals participate in intern selection, support mentoring as integral to the school's professional learning plan, and assist with scheduling for mentor program activities.

Mentor Pool:

The mentor pool is made up of those teachers chosen by the mentor panel and who have, by virtue of their qualifications, performance and interest, been designated as eligible for appointment as a mentor teacher. Appointments to the mentor pool indicate that a teacher is qualified to serve as a mentor and is willing to do so if the coordinator determines there is an appropriate match with a new teacher.

Mentor Panel:

The mentor panel will act as a steering committee for the implementation of the Mentor Plan. A majority of panel members will be appointed by the LUT on an annual basis. Other members may be appointed by the Levittown School District. Members can be mentors while serving. Panel members are paid at the hourly rate according to the LUT contract.

Length of Service:

The mentor/intern relation will be for one school year.

New Teachers Receiving Mentors:

Holders of the Initial and Conditional Initial certificate must receive mentoring in their first year of teaching or school leadership in a public school district. Certificate holders who have had at least two years of teaching prior to receiving the Initial certificate are exempt from this requirement.

Mentor Preparation and Development:

Training for mentors will be required. The required training will consist of the NYSUT training class offered at the Levittown Teachers Center.

Compensation:

Compensation for mentors will be based on 30 hours for the school year, according to the LUT contract for a total of \$1,500 per mentor. The coordinator of the Mentor Intern program will receive compensation on a sliding scale as follows:

1 – 13	
\$2,000	
14 – 25	\$3,000
25+	
\$4,000	

Mentor/Intern Adjustments:

Occasionally, despite the best efforts of everyone involved, the mentor/intern relationship may not meet the needs of the new teacher. Either the mentor or the new teacher may speak to the coordinator. The coordinator will meet with the mentor and/or intern to try to resolve the issue. If no satisfactory resolution can be found, a new mentor will be assigned to the new teacher. In cases of adjustment, the mentor stipend will be prorated.

The mentor and new teacher will complete *Reflection Sheets* by December 15th and evaluations by June 1st. These will be used to assess the effectiveness of the program. Mentors and new teachers will also be asked to give input on how the program could be improved, what parts of the program are helpful and which parts are not helpful.

Improvements may be identified in the Mentor/Intern Plan each year as indicated by the evaluative feedback from current teachers, former new teachers, mentors, and members of Levittown's Mentor/Intern Program support teams.

Levittown Public Schools

PROFESSIONAL LEARNING PLAN

Appendix C:
District Consultants

[illegible]

PROFESSIONAL DEVELOPMENT

Garibaldi, Sue

From: Ziropiannis, Dr. Beth
Sent: Monday, May 22, 2023 11:11 AM
To: Garibaldi, Sue

SIGNATURES
 (VIA ZOOM)

Debbie Rifkin to Everyone 11:09 AM
 Debbie Rifkin
 John Caulfield to Everyone 11:09 AM
 John Caulfield
 Kerry Schaefer to Everyone 11:09 AM
 Kerry Schaefer
 jgorske to Everyone 11:09 AM
 Jen Gorske
 Margaret Ippolito to Everyone 11:09 AM
 Margaret Ippolito
 Meghan Mastronardi to Everyone 11:09 AM
 Meghan MAstronardi
 jvanderbeck to Everyone 11:09 AM
 Jared Vanderbeck
 John Lipani to Everyone 11:09 AM
 John Lipani
 tbodkin to Everyone 11:09 AM
 Tina Bodkin
 Joe Russell to Everyone 11:09 AM
 Joseph Russell
 Nara Denson to Everyone 11:09 AM
 Nara Denson
 Kelly Beechler 11:09 AM
 Kelly Beechler

*NOTICE This e-mail message is for the sole use of the intended recipient(s) and may contain certain confidential and privileged information. Any unauthorized review, use, disclosure or distribution is prohibited. If you are not the intended recipient, please contact the sender by e-mail and delete all copies of the original message - Copyright © 2023 Levittown Public Schools - All rights reserved.



Levittown Public Schools

RtI Plan *Response to Intervention*

2023-2028

LEVITTOWN BOARD OF EDUCATION

Jennifer Messina, President
 Peggy Marengi, 1st Vice President
 Christina Lang, 2nd Vice President
 Marianne Adrian, Trustee
 Dillon Cain, Trustee
 James Moran, Trustee
 Michael Pappas, Trustee

CENTRAL ADMINISTRATION

Mr. Todd Winch ~ Superintendent of Schools
 Ms. Debbie Rifkin ~ Asst. Superintendent for Human Resources
 Dr. Beth Ziropiannis ~ Asst. Superintendent for Curriculum and Instruction
 Mr. Michael Fabiano ~ Asst. Superintendent for Business and Finance

Introduction of Response to Intervention

Response to Intervention (RtI) is primarily a general education initiative designed to address the needs of struggling learners early in their educational experience. The language related to RtI was included in U.S. education law with the 2004 reauthorization of the Individuals with Disabilities Education Act (IDEA). It was included due to the national trends which indicated the disproportionate representation of minorities and English-Language Learners (ELLs) among those identified as learning disabled.

RtI represents an educational strategy to close achievement gaps for all students, including students at risk, students with disabilities, and English Language Learners, by preventing smaller learning problems from becoming insurmountable gaps. It has also been shown to lead to more appropriate identification of and interventions for students with learning disabilities.

RtI begins with high-quality, research-based instruction in the general education setting provided by the general education teacher. The curriculum is aligned to the standards and grade-level performance indicators. In an RtI process, a student who is struggling receives additional instructional support provided by matching instruction to a student's individual needs through a multi-tier instructional model. Each tier provides instruction with increased intensity such as smaller groups or instructional time focused on specific areas. The focus is on targeted interventions directed to the need of the individual student rather than broad based instruction. RtI aims to identify and address at-risk students so those students may become independent readers. National research in early intervention suggests that many struggling early readers can be caught up to grade level and that currently too many of these students are simply classified with learning disabilities. Differentiated learning activities (e.g., mixed instructional grouping, use of learning centers, peer tutoring) are utilized to address individual needs.

Student intervention outcomes drive instructional decision-making at every tier of the model. A systematic, data-based decision-making (problem-solving) method is used to decide not only what interventions to try but whether the implemented strategies are working for the student. RtI systems combine universal screening, progress monitoring, and high-quality instruction for all students with interventions targeted at struggling students.

The four essential components of RtI are:

- A school-wide, multi-level instructional and behavioral system for preventing academic failure
- Universal Screening
- Progress Monitoring
- Data-based decision-making for instruction, movement within the multi-level system, and disability identification (in accordance with state law)

Three Tier Intervention Model

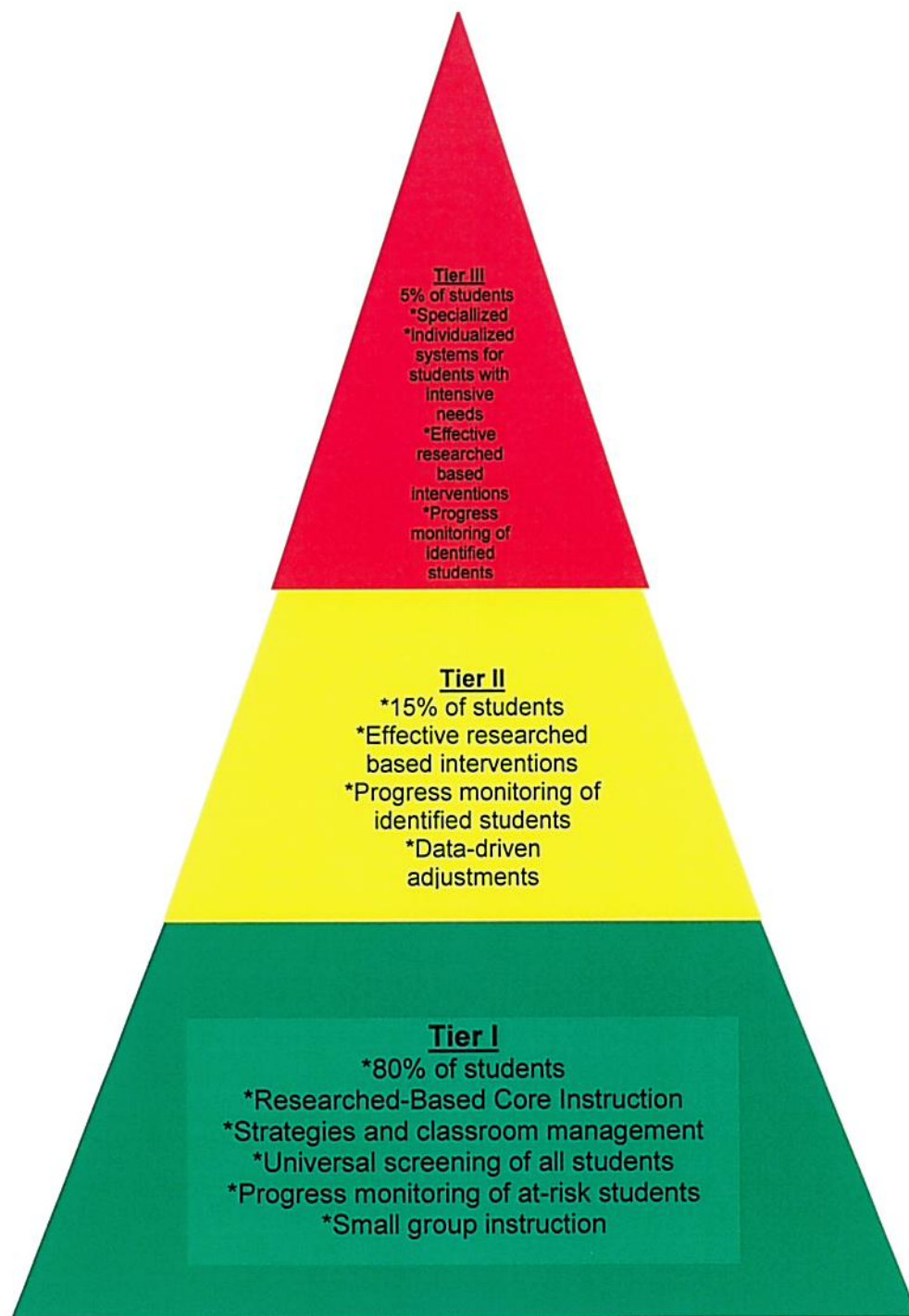


Table of Contents

I. Appropriate Instruction	5 – 6
II. Movement Amongst Tiers	7 – 9
III. Universal Screening	10 – 12
IV. Instruction Matched to Student Need	13 – 17
V. Progress Monitoring	18 – 21
VI. Application of Student Information to Make Educational Decisions	22 – 23
VII. Considerations when Implementing RtI with Limited English Proficient/ English Language Learners	24 – 28
VIII. Parent Information and Notification	29 – 30
IX. The RtI Process in Determining a Learning Disability	31 - 32

I. Appropriate Instruction

A school district's process to determine if a student responds to scientific, research-based instruction shall include **appropriate instruction** delivered to all students in the general education class by qualified personnel. Appropriate instruction in reading means scientific research-based reading programs that include explicit and systematic instruction in phonemic awareness, phonics, vocabulary development, reading fluency (including oral reading skills), and reading comprehension strategies. [8 NYCRR sec.100.2 (ii)(1)(i)]

Appropriate instruction is defined in the “Response to Intervention: Guidance for New York State Districts – October 2010” as a core program that provides:

- high quality, research-based instruction to all students in the general education class provided by qualified teachers;
- differentiated instruction to meet the wide range of student needs;
- curriculum that is aligned to the standards and performance indicators for all general education subjects; and
- instructional strategies that utilize a formative assessment process.

Appropriate instruction in reading means explicit instruction in phonemic awareness, phonics, vocabulary, fluency, and comprehension strategies.

For high-quality early literacy instruction, the core reading program should minimally be scheduled for an uninterrupted 90-minute block of instruction daily.

Scientifically-based reading instruction should include instruction in phonemic awareness, phonics, fluency, vocabulary, and comprehension, including the teaching of early literacy skills. Appropriate instruction in mathematics includes instruction in problem-solving, arithmetic skill and fluency, conceptual knowledge/number sense, and reasoning ability.

ESSA Every Student Succeeds Act and the Individuals with Disabilities Education Act of 2004 both require the use of scientifically-based curricula and interventions. The purpose of this requirement is to ensure that students are exposed to curriculum and teaching that has demonstrated effectiveness for the type of student and the setting. Research-based, scientifically validated interventions/ instruction provide our best opportunity to implement strategies that will be effective for a large majority of students.

Levittown has adopted an early literacy program that embraces all of the key areas noted in both ESSA and IDEA 2004. In addition, the district has been training teachers in various instructional methods that incorporate differentiated instruction to meet the needs of the variety of learners in the district. Information on the learning needs of English Language Learners (ELL) is part of this ongoing discussion and training. The district has used departmental meetings, grade-level meetings, faculty meetings, professional development time as well as Superintendent Conference Days to support the implementation of the plan.

Appropriate instruction for Limited English Proficient/ English Language Learners (LEP/ ELL) students must be both culturally responsive and linguistically appropriate. This includes research-based instruction that has been validated with LEP/ ELL students and bilingual and English as a Second Language (ESL) instruction, at levels pursuant to Part 154 of the Regulations of the Commissioner of Education. (1)

Instructional methods based on scientific research identify those practices that demonstrate high learning rates and improved academic performance for most students. Scientifically-based research:

- employs systematic, empirical methods that draw on observation or experiment
- involves rigorous data analyses that are adequate to test the stated hypotheses and justify the general conclusions
- relies on measurements or observational methods that provide multiple measurements and observations
- has been accepted by the peer-reviewed journal or approved by a panel of independent experts through a comparatively rigorous, objective, and scientific review.

Quality Indicators for Appropriate Instruction

- Research/evidence-based instruction that has been shown to be effective is provided to all students.
- Scientific research-based reading instruction includes an uninterrupted block of 90 minutes of daily explicit and systematic instruction in phonemic awareness, phonics, vocabulary development at all grade levels, reading fluency (including oral reading skills), and reading comprehension strategies.
- Scientific research-based math instruction includes instruction in problem-solving, arithmetic skill/fluency, conceptual knowledge/number sense, and reasoning ability.
- Curriculum is aligned to the standards and grade-level performance indicators.
- Instruction is provided by qualified personnel and trained staff.
- Differentiated instruction is used to meet a wide range of student needs.
- Professional development is provided to ensure fidelity of implementation.
- Instructional strategies/ programs are implemented with fidelity.
- Instruction is culturally and linguistically responsive to the language and learning needs of students whose first language is not English.

II. Movement Amongst Tiers

Math

Grade Level	Moving into more Supportive Services	Moving into less Supportive Services
1	Data from multiple measures and discussions at Grade Level Data Meetings	Data from multiple measures and discussions at Grade Level Data Meetings
2	Data from multiple measures and discussions at Grade Level Data Meetings	Data from multiple measures and discussions at Grade Level Data Meetings
3	Data from multiple measures and discussions at Grade Level Data Meetings	Data from multiple measures and discussions at Grade Level Data Meetings
4	Data from multiple measures and discussions at Grade Level Data Meetings	Data from multiple measures and discussions at Grade Level Data Meetings
5	Data from multiple measures and discussions at Grade Level Data Meetings	Data from multiple measures and discussions at Grade Level Data Meetings

Reading

Grade Level	Moving into more Supportive Services	Moving into less Supportive Services
K	Data from multiple measures and discussions at Grade Level Data Meetings	Data from multiple measures and discussions at Grade Level Data Meetings
1	Data from multiple measures and discussions at Grade Level Data Meetings	Data from multiple measures and discussions at Grade Level Data Meetings
2	Data from multiple measures and discussions at Grade Level Data Meetings	Data from multiple measures and discussions at Grade Level Data Meetings
3	Data from multiple measures and discussions at Grade Level Data Meetings	Data from multiple measures and discussions at Grade Level Data Meetings
4	Data from multiple measures and discussions at Grade Level Data Meetings	Data from multiple measures and discussions at Grade Level Data Meetings
5	Data from multiple measures and discussions at Grade Level Data Meetings	Data from multiple measures and discussions at Grade Level Data Meetings

* Tier II on AIMSWeb Screeners does not equate to Tier II for NYS RTI Plan

* Tier III on AIMSWeb Screeners does not equate to Tier III for NYS RTI Plan



AIS Cut Scores – Multiple-Measure Student Performance Data
REVISED for 2023-24

AIS – Score In (Math)

	iReady - Fall	BM #1 (K-5); CA #1 (6-8)	iReady - Winter	BM #2 (K-5); CA #2 (6-8)	iReady – Spring	EOY Final	NYS Assessment
Grade K	n/a	<65	<339	<65	<355	<65	n/a
Grade 1	<353	<65	<372	<65	<385	<65	n/a
Grade 2	<382	<65	<396	<65	<407	<65	n/a
Grade 3	<404	<65	<420	<65	<431	<65	TBD Yearly
Grade 4	<426	<65	<439	<65	<448	<65	TBD Yearly
Grade 5	<444	<65	<453	<65	<461	<65	TBD Yearly
Grade 6	<452	≤70	<460	≤70	<466	≤70	TBD Yearly
Grade 7	<463	≤70	<468	≤70	<473	≤70	TBD Yearly
Grade 8	<471	≤70	<476	≤70	<480	≤70	TBD Yearly

AIS – Score Out (Math)

	iReady - Fall	BM #1 (K-5); CA #1 (6-8)	iReady - Winter	BM #2 (K-5); CA #2 (6-8)	iReady – Spring	EOY Final	NYS Assessment
Grade K	n/a	≥80	>373	≥80	>389	≥80	n/a
Grade 1	>388	≥80	>406	≥80	>422	≥80	n/a
Grade 2	>414	≥80	>433	≥80	>447	≥80	n/a
Grade 3	>441	≥80	>455	≥80	>472	≥80	TBD Yearly
Grade 4	>466	≥80	>478	≥80	>493	≥80	TBD Yearly
Grade 5	>484	≥80	>494	≥80	>505	≥80	TBD Yearly
Grade 6	>497	≥80	>505	≥80	>513	≥80	TBD Yearly
Grade 7	>508	≥80	>514	≥80	>522	≥80	TBD Yearly
Grade 8	>518	≥80	>525	≥80	>532	≥80	TBD Yearly

Note for AIS Scores:

- BM-Benchmark CA-Common Assessment EOY-End of Year
- iReady “Score In” Cut Scores represents 20th percentile score using nationally-normed data trends
- Students must score below the established cut score on more than half (51%) of the measures taken in order to be eligible for the AIS support.



AIS Cut Scores – Multiple-Measure Student Performance Data
REVISED for 2023-24

AIS – Score In (ELA)

	iReady - Fall	iReady - Winter	iReady – Spring	NYS Assessment
Grade K	n/a	<342	<364	n/a
Grade 1	<366	<394	<441	n/a
Grade 2	<413	<434	<457	n/a
Grade 3	<451	<474	<486	TBD Yearly
Grade 4	<485	<502	<512	TBD Yearly
Grade 5	<513	<524	<532	TBD Yearly
Grade 6	<524	<534	<540	TBD Yearly
Grade 7	<540	<551	<556	TBD Yearly
Grade 8	<555	<564	<569	TBD Yearly

AIS – Score Out (ELA)

	iReady - Fall	iReady - Winter	iReady – Spring	NYS Assessment
Grade K	n/a	>393	>414	n/a
Grade 1	>417	>453	>482	n/a
Grade 2	>489	>515	>528	n/a
Grade 3	>528	>545	>558	TBD Yearly
Grade 4	>557	>572	>582	TBD Yearly
Grade 5	>582	>593	>605	TBD Yearly
Grade 6	>600	>610	>618	TBD Yearly
Grade 7	>619	>628	>633	TBD Yearly
Grade 8	>631	>637	>643	TBD Yearly

Note for AIS Scores:

- iReady “Score In” Cut Scores represents 20th percentile score using nationally-normed data trends
- Students must score below the established cut score on more than half (51%) of the measures taken in order to be eligible for the AIS support.

III. Universal Screening

Universal Screening

Screenings are conducted three (3) times a year (fall, winter, and spring) to identify or predict students who may be at risk for poor learning outcomes. Universal screening tests are typically brief, conducted with all students at a grade level, and followed by additional testing or short-term progress monitoring to corroborate students' risk status. In screening, attention should focus on fidelity of implementation and selection of evidence-based tools, with consideration for cultural and linguistic responsiveness and recognition of student strengths.

Levittown School District has adopted AIMSWeb and i-Ready for their universal reading screener for students in kindergarten through 5th grade. Levittown School District has adopted i-Ready for its universal math screener for students in 2nd through 5th grade. The screeners will be administered in the fall, winter, and spring of each school year.

Assessments

Curriculum Based Measures(CBM) are used for Universal Screening in AIMSWeb to hone in on the essential elements of reading in the five pillars (phonemic awareness, phonics, fluency, vocabulary, and comprehension). Adaptive assessments are also used to screen students in reading. Informal assessments such as miscue analysis are also used and offer additional information to inform decision-making.

Adaptive Assessments are used for Universal Screening in i-Ready to hone in on the essential elements of mathematics (problem-solving, arithmetic skill and fluency, conceptual knowledge/number sense, and reasoning ability). Informal assessments such as math fact sheets are also used and offer additional information to inform decision-making.

Analyzing Data

After each benchmark period (fall, winter, and spring), Grade Level Data Meeting Teams at each building will convene. The teams are comprised of building principals, psychologists, classroom teachers, and interventionists (which may include reading teachers, speech and language teachers, special education teachers, ENL teachers, math teachers, and other support staff as appropriate) who will meet to discuss students' performance on benchmark assessments. Although teams will consider benchmarks and cut points, they will also consider other factors, including the results of informal assessments such as oral reading miscue analysis. The teams will determine which students are not meeting benchmarks, and will then decide what type of monitoring and intervention a student needs as part of a hybrid approach to assessment and intervention.

During Grade Level Data Meetings, administrators, psychologists, and teachers will analyze the data at least three times a year at the end of the benchmark assessment periods. The use of informal assessments during the course of instruction can provide teachers with additional information on which to base instructional decisions. These informal assessments can include Developmental Reading Assessment -2 (DRA-2), Fountas & Pinnell Benchmark Assessment System, miscue

analysis benchmarks, and diagnostic math measure. A combination of the diagnostic assessments and informal, ongoing assessments (checklists, reading inventories, sight word lists, math facts quizzes) completed by teachers to monitor progress are recommended so that the use of CBM is not the sole index of progress, which could lead to unintended consequences such as children being fast and accurate in word reading, but inattentive to the meaning of what is read.

Levittown Assessment Grid, Reading, AIMSWeb and i-Ready

	<u>Fall</u>	<u>Winter</u>	<u>Spring</u>
K	LNF, LSWF, IS	LNF, LSWF, IF, PSF, NWF-CLS	LNF, LSWF, PSF, NWF-CLS, NWF-WWR
1	LNF, PSF, NWF-CLS, NWF-WWR	PSF, NWF-CLS, NWF-WWR, R-CBM	NWF-CLS , NWF-WWR, R-CBM
2	i-Ready, NWF-CLS, NWF-WWR , R-CBM, Maze	i-Ready , R-CBM, Maze	i-Ready , R-CBM, Maze
3	i-Ready , R-CBM, Maze	i-Ready , R-CBM, Maze	i-Ready , R-CBM, Maze
4	i-Ready , R-CBM, Maze	i-Ready , R-CBM, Maze	i-Ready , R-CBM, Maze
5	i-Ready , R-CBM, Maze	i-Ready , R-CBM, Maze	i-Ready , R-CBM, Maze

Key

LNF- Letter Naming Fluency

LSWF- Letter Sound Word Fluency

IS- Initial Sound

PSF- Phoneme Segmentation Fluency

NWF- CLS- Nonsense Word Fluency- Correct Letter Sounds

NWF- WWR- Nonsense Word Fluency- Whole Words Read

R-CBM- Reading Curriculum-Based Measure

MAZE- Comprehension (CLOZE)

i-Ready Diagnostic Assessment

Levittown Assessment Grid, Math, AIMSWeb and i-Ready

	<u>Fall</u>	<u>Winter</u>	<u>Spring</u>
2	i-Ready	i-Ready	i-Ready
3	i-Ready	i-Ready	i-Ready
4	i-Ready	i-Ready	i-Ready
5	i-Ready	i-Ready	i-Ready

Key

i-Ready Diagnostic Assessment

IV. Instruction Matched to Student Need

A school district's process to determine if a student responds to scientific, research-based instruction shall include instruction matched to student needs with increasingly intensive levels of targeted intervention and instruction for students who do not make satisfactory progress in their levels of performance and/or in their rate of learning to meet age or grade-level standards. [8NYCRR §100.2(ii)(1)(iii)]

Multi-tier Service Delivery Model

When students are identified through screening, progress monitoring, or other ongoing assessment procedures as not making sufficient or satisfactory progress, the school's multi-tier service delivery model provides a range of supplemental instructional interventions with increasing levels of intensity to address these needs. The various tiers include distinguishing features such as:

- size of instructional group;
- mastery requirements for content;
- frequency and focus of screening;
- duration of the intervention;
- frequency and focus of progress monitoring;
- frequency of intervention provided; and
- the instructor's qualifications.

A multi-tiered system can be viewed as layers of increasingly intense intervention that respond to student-specific needs (a continuum of instructional support provided to a student). The number of tiers may vary depending on the individual school and the resources available. For purposes of this document, a three-tier model will be described.

Levels of Intervention: Tier I

Tier I: Core Instruction

Tier I is commonly identified as the core instructional program provided to all students by the classroom teacher in their classroom. Research-based instruction and positive behavior intervention and supports are part of the core program. The school district's Tier I program should include:

- core curriculum aligned to the standards;
- appropriate instruction and research-based instructional interventions that meet the needs of at least 80 percent of all learners;
- universal screening administered to all students three times per year;
- regular progress monitoring of students initially identified as at-risk for at least six weeks;
- differentiated instruction based on the abilities and needs of all students in the core program;
- first dose small group targeted instruction based on students' needs; and
- a daily uninterrupted 90-minute block of instruction in reading.

District policies and practices should ensure that parents are informed of curriculum goals and methods of instruction.

Appropriate instruction in reading means scientific research-based reading programs that include explicit and systematic instruction in phonemic awareness, phonics, vocabulary development, reading fluency, and reading comprehension strategies.

The district has put in place a number of research-based practices within the core instructional program which included adopting the reading program, Into Reading in conjunction with Foundations and Heggerty, to be used district-wide; classroom libraries that allow for choice and reading volume; a classroom instructional balance of large and differentiated, small group instruction; and the utilization of assessment data in all of the five areas above to drive instruction and provide additional support in the classroom. Classroom teachers utilize and/or develop research-based strategies that target students' deficiencies through supplemental intervention in the classroom.

Appropriate instruction in mathematics means scientific research-based math programs that include explicit and systematic instruction in problem-solving, arithmetic skills, and fluency, conceptual knowledge/ number sense, and reasoning ability strategies.

The district has put in place a number of research-based practices within the core instructional program which included adopting the mathematical program, enVision 2020 to be used district-wide; a classroom instructional balance of large and differentiated, small group instruction; and the utilization of assessment data in all of the areas above to drive instruction and provide additional support in the classroom. Classroom teachers utilize and/or develop research-based strategies that target students' deficiencies through supplemental intervention in the classroom.

The foundation of core instruction for LEP/ELL students should be both culturally responsive and linguistically appropriate. Tier I appropriate instruction for LEP/ELL students must include ESL instruction, at levels pursuant to Part 154 of the Regulations of the Commissioner of Education.

Levels of Intervention: Tier II

Tier II: Students Receive Core Instruction Plus Targeted Intervention

Tier II intervention is typically small-group supplemental instruction. This supplemental instructional intervention is provided in addition to, and not in place of, the core instruction provided in Tier I. It consists of approximately 15% of students who are not responding to core instruction at Tier I. Tier II interventions focus on the areas of student need or weakness that are identified in the screening, assessment, or progress monitoring reports from Tier I.

Therefore, students are often grouped according to instructional needs. The location of Tier II intervention is determined by the school. It may take place in the classroom or in an alternate location outside of the classroom. Tier II interventions should be supported by research and vary by curriculum focus, group size, frequency, and duration. Individual student needs affect the determination of these variables.

Tier II will provide more teacher-directed, systematic instruction, carefully structured and sequenced to an individual student. Progress monitoring occurs more frequently in Tier II. Fidelity checks are conducted for the purposes of determining how closely the intervention or instruction is implemented to the way it was designed.

After eight weeks of Tier II Intervention, the IST or Grade Level Data Team will review the student's progress and determine whether the student is making adequate progress according to the student's age and/ or developmental level. The committee will decide on the new instructional program for the student based on the data. When progress monitoring of a Tier II intervention indicates a lack of adequate response, schools should consider adjusting the intervention in terms of intensity. This may include continuing Tier II services with a new intervention or a change in Tiers.

Tier II Interventionists may include:

- Classroom Teachers
- Reading Teachers
- ENL Teachers
- Teacher Assistants
- Speech/ Language Teachers
- Other highly qualified interventionists
- Math Classroom Size Reduction Teachers
- Reading Classroom Size Reduction Teachers

Tier II Interventions/ Programs

- Foundations
- Wilson
- Soar to Success
- Early Success
- Road to the Code
- Decodable texts
- Balanced Literacy Approach (Guided Reading)
- Cracking the Code
- Glass Analysis
- SPIRE
- i-Ready Instruction (Reading and Math)
- Articulation Improvement Services
- Read Naturally
- IXL
- Delta Math
- 99 Math
- Touch Math
- Fastt Math
- enVision Math Diagnosis and Intervention System

Levels of Intervention: Tier III

Tier III: Core Instruction Plus Customized Intervention

Tier III intervention is designed for those students who demonstrate insufficient progress in Tier II. Tier III is typically reserved for approximately one to five percent of students in a class who will receive more intensive instruction in addition to their core instruction. Tier III differs from Tier II instruction in terms of such factors as frequency of the service, duration, group size, frequency of progress monitoring, and focus. This tier provides greater individualized instruction in a small group setting. The progress of students at Tier III is monitored more frequently to determine the student's response to intervention for a minimum of eight weeks. The setting for Tier III intervention is determined by school personnel. It is important to note that Tier III is considered supplemental instruction to previous tiered instruction and is not intended to replace Tier I & Tier II instruction. Similar to Tier II, school personnel must conduct regular fidelity checks to determine if the intervention was implemented the way it was intended.

Tier III Interventionists may include:

- Reading Teachers
- ENL Teachers
- Special Education Teachers
- Math Classroom Sized Reduction Teachers
- Reading Classroom Sized Reduction Teachers
- Speech Teachers
- Other highly qualified interventionists

Tier III Interventions/ Programs

- Foundations
- Wilson
- Soar to Success
- Early Success
- Balanced Literacy Approach (Guided Reading)
- Read Naturally
- Read 180
- System 44
- SPIRE
- Leveled Literacy Intervention System
- Cracking The Code
- Glass Analysis
- i-Ready Instruction (Reading and Math)
- IXL
- Delta Math
- 99 Math
- Touch Math

Table: Description of Critical Elements in a Three-Tier RtI Model

The following table outlines the essential features of a three-tier model of RtI including suggested ranges of frequency and duration of screening, interventions, and progress monitoring. This is intended as guidance for the district as they determine the various components of their RTI model.

Elements	Tier I Core Curriculum and Instruction	Tier II Supplemental Instruction	Tier III Increased levels of Supplemental Instruction
Mastery requirements of content	Relative to the cut points identified screening measures and continued growth as demonstrated by progress monitoring	Relative to the cut points identified screening measures and continued growth as demonstrated by progress monitoring	Relative to the student's level of performance and continued growth as demonstrated by progress monitoring
Frequency of progress monitoring	Screening measures three times per year	Biweekly or monthly depending on individual need	Biweekly or monthly depending on individual need.
Frequency of Intervention provided	A regularly delivered classroom teacher led skill specific small group instruction	In addition to Tier I intervention, additional small group instruction provided by interventionists	In addition to Tier I and II, additional small group instruction provided by interventionists
Duration of Intervention	School year	8-30 weeks	A minimum of 8 - 16 weeks
Suggested Frequency of delivery of small group instruction by the classroom teacher	Two to three times per week	Three to five times per week	Four to five times per week

Adapted from Johnson, E. Mellard, D., Fuchs, D., McKnight, M. for NRCLD (2006 August) Responsiveness to Intervention (RTI): How to Do it.

V. Progress Monitoring

A school district's process to determine if a student responds to scientific, research-based instruction shall include **repeated assessments of student achievement** which should include curriculum-based measures to determine if interventions are resulting in student progress toward age or grade level standards.

[8NYCRR §100.2(ii)(1)(iv)]

Purpose of Progress Monitoring

Progress monitoring is the practice of assessing student performance using assessments on a repeated basis to determine how well a student is responding to instruction. Data obtained from progress monitoring helps staff to determine the extent to which students are benefiting from classroom instruction and informs decisions about appropriate levels of intervention. The Instructional Support Team or Grade Level Data Teams will determine the duration and frequency of progress monitoring based on data from benchmark assessments and teacher input.

Use of Progress Monitoring

There are different uses of data from progress monitoring within the different tiers of intervention.

Data from progress monitoring in Tier I inform decision-making about classroom instruction in two main ways:

1. Once a student has been initially identified as at-risk by screening procedures, progress monitoring can be used to determine the student's progress in the core curriculum and confirm or refute initial screening results.
2. Analysis of the average performance of all students combined and their rate of growth can assist teachers/ administrators in determining the need for curricular and instructional change within the core curriculum.

The primary purpose of progress monitoring in Tier II and beyond involves determining whether the intervention is successful in helping the student catch up to grade level expectations. Data from progress monitoring in Tiers II and III inform decision-making regarding individual student's responsiveness or lack of responsiveness in two ways:

1. Learning rate, or student's growth in achievement or behavior competencies over time, compared to prior levels of performance and peer growth rates; and
2. Level of performance, or the student's relative standing on some dimension of achievement/ performance, compared to expected performance (either criterion- or norm-referenced).” (NASDSE, May 2006)

Data from progress monitoring should be used to inform student movement through tiers. For example, progress monitoring data obtained during the course of Tier II intervention should be analyzed for level of performance and growth status. If student data reflect performance at or above benchmark, the student may return to Tier I. If the student is performing below benchmark, but making sufficient growth progress, the decision to continue Tier II intervention can be made. If the student is performing below benchmark and demonstrates poor growth (i.e. under-responding), a change in the Tier II intervention or movement to a Tier III intervention may be considered.

Data Review of Progress Monitoring and Universal Screening

Tier I

Data from universal screening assessments and progress monitoring will inform students' movement among tiers. The data can be plotted on graphs and used in Tier I to decide if students are progressing, and it may confirm or refute the results of the screening level assessment. The data can also inform decisions about core curriculum instruction.

Tier II and III

In Tier II and Tier III, strategic monitoring and progress monitoring are used to determine whether or not the intervention is helping students to progress adequately toward grade level expectations. Analysis of progress will take into account a student's learning rate as compared to prior levels of performance, peer growth rate, and expected levels of performance based on criterion- or norm-referenced measures. Graphs are used to display data for analysis and decision making.

Progress Monitoring

Progress monitoring is a shared responsibility of the classroom teacher and the interventionist responsible for providing the intervention. The probes that are given are in the specific areas decided at the Instructional Support Team Meetings or Grade Level Data Meetings. Students who are progress monitored are typically identified Tier II & Tier III students.

The team will review each student's data in each domain to determine appropriate progress monitoring probes.

AIMSWeb Expected Weekly Growth Rates

Reading

<u>Measure</u>	<u>Grades</u>	<u>Weekly Growth Rate</u>
MAZE	2nd-5th	0.47
R-CBM	1st	3.00
R-CBM	2nd	2.00
R-CBM	3rd	1.50
R-CBM	4th	1.10
R-CBM	5th	0.80
LNF	K and 1st	1.14
LSF	K and 1st	0.77
PSF	K	1.25
PSF	1st	0.76
NWF-CLS	K	1.30
NWF-CLS	1st	1.18
NWF-WWR	K	0.70
NWF-WWR	1st	0.85

Math

<u>Measure</u>	<u>Grades</u>	<u>Weekly Growth Rate</u>
M-Comp	2nd	1.03
M-Comp	3rd	1.2
M-Comp	4th	1.2
M-Comp	5th	.63

Expected gain score can be calculated by the following formula:

- (weekly growth rate) X (number of weeks) + initial benchmark score = expected gain score

Tools for Progress Monitoring

The use of formal and informal assessments during the course of instruction will provide teachers with information on which to base instructional decisions. A combination of reading CBMs (AIMSWeb) i-Ready growth monitoring and informal, ongoing assessments (checklists, reading inventories, miscue analysis, math diagnostic assessments) completed by teachers to monitor progress are recommended, so that use of CBM is not the sole index of progress, which could lead to unintended consequences such as children being fast and accurate in word reading, but inattentive to the meaning of what is read.

Additional and individual assessments may also be implemented to inform the nature of instruction that takes place in Tier II and beyond. For example, an informal reading inventory (IRA), Fountas & Pinnell Benchmark Assessment or Diagnostic Reading Assessment II (DRA II) may be administered to provide additional information about the instructional needs of the targeted

student. Additionally, i-Ready Growth Monitoring is a general outcome measure form of progress monitoring that is used to monitor whether students are on track for their target growth in both reading and math. For math, the enVision diagnostic assessment may be administered to provide information about the instructional needs of the targeted student.

Factors to Consider to Determine Adequate Progress of LEP/ELL Students

When monitoring the progress of LEP/ELL students, “the expected rate of progress takes into account... linguistic...considerations such as the student’s [native and second] language proficiency, stage of second language acquisition, [and] type of language instruction. The student’s progress [is compared with] levels demonstrated by peers from comparable cultural, linguistic, and experiential backgrounds who have received the intervention.” (Garcia & Ortiz, 2008)

VI. Application of Student Information to Make Educational Decisions

A school district's process to determine if a student responds to scientific, research-based instruction shall include the application of information about the student's response to intervention to make educational decisions about changes in goals, instruction and/or services and the decision to make a referral for special education programs and/or services.

[8NYCRR §100.2(ii)(1)(v)]

Decision-Making Model Combined

The Levittown School District has adopted both problem solving and a standard protocol that can be used within the same RtI process or framework (considered a hybrid approach). For example, a standard protocol may be best suited for Tier II interventions that address larger numbers of students while the problem-solving method may be more appropriate for Tier III students who may need more specific interventions to address their individual needs. In addition, problem solving may be a better choice for students at Tier III who have already demonstrated a lack of response to Tier II intervention and require a more targeted and individualized intervention.

Data-Based Decision Making

Sufficient time is needed to determine if the intervention is meeting the student's needs. The frequency, duration and intensity of interventions should be based upon student performance data, not a specified period of time. Effective data-based decision making includes:

- regular review of data based on intensity of student needs (students with more intense needs or greater gaps in achievement may need to be monitored more frequently);
- sufficient number of data points collected over a specific period of time (a minimum number of four data points is needed to determine responsiveness of the student);
- analysis of learning trajectory or trends compared against trajectory or trends that will result in grade appropriate achievement;
- graphic representation of data to allow for visual analysis of trends; and a discussion involving treatment fidelity; that is, how closely the specific steps or procedures within an intervention was delivered the way it was intended.

Student-specific factors should be considered when applying decision rules to the design of interventions for individual students, including but not limited to:

- Age of student
- Frequency of intervention
- Extent of gap in achievement
- Trend data including variability and level of data
- Focus of intervention

Criteria for Decision Making

Decision rules for students who are receiving Tier II/Tier III interventions:

- If fewer than 80 percent of all students are meeting benchmarks on the universal screening assessment – then a review of the fidelity to the core curriculum or the core curriculum itself may be conducted (Tier I).

- When progress monitoring data remain below the target (goal) line, and when four or more data points are flat, decreasing or inconsistent, school staff should reconvene an IST meeting. The team will utilize the data to consider whether an intervention needs to be changed when multiple interventions are implemented and progress monitoring data continue to remain below the target line a referral for Special Education services, to determine if the student's having difficulty is the result of a disability may be considered.
- When progress monitoring data meet or exceed the target (goal) line for a period determined by the team, usually four or more data points, the team will consider whether the student no longer requires intervention or a less intense intervention.

VII. Considerations when Implementing RTI with Limited English Proficient(LEP)/English Language Learners(ELL)

Appropriate Instruction for LEP/ELL Students

For students identified as LEP/ELL students, appropriate instruction includes instruction that is linguistically and culturally responsive. This means that instruction and interventions must consider and build upon a student's cultural background and experiences as well as their linguistic proficiency (in both English and the native language). (Esparza Brown and Doolittle: NCCREST, 2008)

Culturally Responsive

Culturally responsive teaching means that the student's prior experiences, including funds of knowledge (González, Moll, Floyd-Tenery, Rivera, Rendón, Gonzales, & Amanti, February 1994), home language background, and socio-cultural background are considered. A review of the student's socio-cultural background should address culturally and linguistically-based issues of motivation and the student's prior knowledge of the material being learned or studied. For example, students with different cultural backgrounds may be motivated to a greater degree by rewards for collaborative, group efforts than for individual efforts. All of these variables help to determine how the student learns best, in what settings, and under what teaching direction. In some cases, a student may not benefit from a specific learning strategy simply because he/she needs a different learning or teaching approach, not because he/she cannot comprehend the content of the lesson.

English Language Learners (ELLS)

The New York State Education Department cites considerations when implementing RtI with English Language Learners:

- Prior to making decisions about a student's reading fluency, teachers should consider the relationship between the student's language proficiency and his/her literacy skills. In the case of LEP/ELL students, reading fluency and comprehension may be strongly determined by vocabulary comprehension and linguistic proficiency in both the first and second language (Slavin & Chung, 2003).
- Linguistic proficiency and vocabulary comprehension are important when understanding math concepts. Several concepts of math are not necessarily universal.
- These variables remain consistent across all tiers; what changes is the intensity of instruction, possibly the instructional setting (e.g., instruction in another classroom with students who have similar concerns), and depending on the Tier, some of the key instructional staff may vary.
- When designing the school district's RtI process, *literacy and oracy in both native and second languages, culture, and educational history* are variables to be considered when assessing and planning instruction for ELLs. In all three tiers, these variables stay consistent.
- ENL is an integral part of core instruction for all LEP/ ELL students. (Part 154 of the Regulations of the Commissioner of Education)

Matching Instruction to Student Need

Differentiated instruction should be used for ALL students. However, differentiated instruction for ELLs should consider the student's level of English proficiency and prior educational experiences to address cultural and linguistic differences.

When determining appropriate instruction/ intervention, the following list applies to all levels of ELL students:

- Consider the amount and type of ENL instruction the student received in the past and in the present.
- If applicable, consider the amount and type of native language instruction in the past and in the present.
- Ensure that the language(s) used for intervention matches the language(s) used for core instruction.
- Consider the impact of language and culture on instruction and learning.
- Contact the family for guidance and feedback.
- Ensure that certified ENL teachers serve on the instructional decision-making (RtI) team.

Considerations for ELL Learners

ENL methodology is employed at all three tiers to help rule out limited English proficiency or lack of appropriate instruction as causes for learning disabilities. Tier I, Tier II, and Tier III services may be provided by the ENL teacher and/ or by classroom teacher/ interventionists. Evidence based practices/ interventions shown to be effective and validated for LEP/ ELL students are to be used.

Tier I - The core instruction guidelines for differentiating instruction to meet the needs of ELLs are:

1. If possible, analyze assessment/ screening data to determine performance levels in both L1 (primary language) and L2 (secondary language). AIMSWeb and i-Ready will be used for universal and progress monitoring.
2. Use these assessments to plan instruction.
3. Differentiate this instruction based on: academic performance levels, the student's L1 and L2 levels, and the cultural background of the student.

Tiers II & III - Identical to native speakers of English, ELL students who continue to struggle with the academic material will need further intervention. The Instructional Support Team or Grade Level Data Teams should:

1. Review and analyze the data collected in Tier I documentation and conduct further assessments as needed, and make recommendations for Tier II intervention(s). Include an explanation of how instruction was differentiated, the amount and type of ENL instruction, and the amount and type of native language instruction, if applicable.
2. Select the instructional areas that need more intense intervention.
3. Determine the extent of ENL instruction needed during Tiers II and III interventions to ensure the student will benefit from the interventions.

Progress Monitoring

When monitoring the progress of ELL students:

1. Ongoing assessments should be conducted in the language(s) of instruction.
2. When evaluating instructional programs, the results of instruction should be compared to results for “true peers” (students with the same native language and culture and similar educational histories) when setting benchmarks, monitoring progress, and deciding whether an LEP/ELL student is responding adequately to instruction or requires more intensive intervention.
3. If possible, the comparative sampling of true peers should be large enough for making educationally valid decisions.
4. Knowledge of typical second language development and the student’s history of first and second language use should be considered when setting benchmarks and interpreting progress.

Basic Interpersonal Communication Skills (BICS) Versus Cognitive Academic Language Proficiency (CALP)

At times, teachers may refer students for evaluation of learning and behavior problems because they do not believe that limited English proficiency is the issue. A student may be observed using English on a regular basis and the conclusion is made that language transition is no longer a factor. However, it is important to discriminate between basic interpersonal communication skills (BICS) and cognitive academic language proficiency (CALP) in the second language. These acronyms are part of a language proficiency theory developed by Jim Cummins (1984) that explains the differences between social and academic languages, respectively. BICS is the basic language ability necessary for face-to-face social communication. It includes gestures, visual clues, and expressions, and it relies on situational context. It takes one to two years to achieve age-appropriate levels in BICS. CALP is the language ability necessary for academic achievement in a context-reduced environment such as classroom lectures and textbook reading. It takes five to seven years to achieve age-appropriate levels of CALP - with minimal assistance provided.

The following research-based table indicates the length of time it takes to acquire various proficiency levels for a non-English speaking student receiving one hour of assistance in English instruction each day in a public school. It includes descriptions of what the student is able to do with language within the classroom context at various levels of acquisition.

(Collier, 2011. pp 33-34)

The table below provides an overview of the areas of language development which may be assessed to differentiate between linguistic differences and possible speech or language disability:

Differentiation Between Language Differences vs. Language Disability

LANGUAGE AREAS	DIFFERENCE	POSSIBLE DISABILITY/ CONCERNS
Pragmatics: The rules governing social interactions (e.g. turn taking, and maintaining the topic of conversation).	Social responses to language are based on cultural background (e.g., comfort level in asking or responding to questions) Pauses between turns or overlaps in conversation are similar to those of peers with the same linguistic and cultural background.	Social use of language or lack thereof is inappropriate (e.g., topic of the lesson is rocks and the student continues to discuss events that occurred at home without saying how they relate to rocks).
Syntax: The rules governing the order, grammar, and form of phrases or sentences	Grammatical errors due to native language influences (e.g., student may omit initial verb in a question— <i>You like cake?</i> (omission of <i>Do</i>)). Word order in L1 may differ from that of English (e.g., in Arabic sentences are ordered verb-subject-object while Urdu sentences are ordered subject-object-verb).	Grammatical structures continue to be inappropriate in both languages even after extensive instruction (e.g., student cannot produce the past tense in either Spanish or English indicating difficulty with grammatical tenses).
Semantics: The rules pertaining to both the underlying and the surface meaning of phrases and sentences	A student whose native language is Korean may have difficulty using pronouns, as they do not exist in his/her native language. A student may use words from L1 in productions in L2 because of his inability or unfamiliarity of the vocabulary in L2 (e.g., " <i>The car is muy rapido.</i> " In this case, the student knows the concept as well as the needed structure but cannot remember the vocabulary).	Student is demonstrating limited phrasing and vocabulary in both languages (e.g., his/her sentences in both languages demonstrate limited or no use of adjectives and adverbs and both languages are marked by a short length of utterance).
Morphology: The rules concerning the construction of words from meaningful units	Native speakers of Russian may not use articles as they do not exist in that language. A student whose native language is Spanish may omit the possessive ('s') when producing an utterance in English (e.g., " <i>Joe crayon broke</i> " or he will say " <i>the crayon of Joe broke</i> ," applying a structure that is influenced by the rules of his/her L1. He/she still demonstrates understanding of the morphologic structure for possession but is demonstrating errors in structure that are directly influenced by his/her L1.)	Student's productions in both languages demonstrate a lack of the possessive form indicating that he/she has not acquired this morphologic structure by the appropriate age. Again, both languages may be marked by a short length of utterance.
Fluency: Flowing speech that is not marked by excessive interruptions, interjections, and/or repetitions	Student's language does exhibit more interruptions, interjections, and/or repetitions for his/her age, but there are no physical concomitants marking the speech (physical strain or repeated physical actions), and the student does not seem to exhibit a consciousness of	Major reliance on gestures rather than speech to communicate in both L1 and L2, even after lengthy exposure to English. The student exhibits not only interruptions, interjections, and/or repetitions, but also demonstrates physical concomitants that accompany

	his/her dysfluency. Students learning L2 may exhibit interruptions, interjections, and repetitions as they are searching for words while speaking.	these behaviors such as facial grimacing, leg stomping, or blinking that indicates physical struggle in producing speech. In addition, these students may demonstrate recognition of their dysfluency and try to avoid specific sounds or words. These behaviors will occur in both languages.
Phonology: The rules for combination of sounds in a language	Student may omit specific sound combinations or have difficulty producing certain sounds in the L2 that do not exist in the phonology of the L1 (e.g., student may have difficulty producing the /r/ /l/, /t/, /ch/, or /th/ in L2, or a Tagalog speaker might say <i>"past"</i> instead of <i>"fast"</i> or add a vowel before words that begin with clusters (<i>"I go to eschool."</i>))	Students will demonstrate a delay in the development of the age appropriate sounds in both languages (e.g., a student may consistently have difficulty producing vowels in both language or by middle school the student will still demonstrate initial consonant deletion in both languages).

VIII. Parent Information and Notification

A school district's process to determine if a student responds to scientific, research-based instruction shall include **written notification to the parents** when the student requires an intervention beyond that provided to all students in the general education classroom that provides information about:

The amount and nature of student performance data that will be collected and the general education services that will be provided pursuant to the structure and components of the RtI program selected by the school district; strategies for increasing the student's rate of learning; and the parent's right to request an evaluation for special education programs and/or services.

[8NYCRR §100.2(ii)(1)(vi)]

The RtI process includes specific parent notification requirements. Parents must be notified, in writing and where possible, in a language or mode of communication they understand if their child needs an intervention beyond that which is provided to all students in a classroom.

Parents receive written notification when the student begins/ends intervention services and the student moves from tier to tier. These letters include the following information:

- reasons (amount and nature of data)
- area of instruction
- frequency and intensity of services

These letters should clearly indicate the universal screening monitoring device administered:

- AIMSWeb Reading for K-5
- i-Ready Reading and Math for Grades K-5
- DRA-2
- Fountas & Pinnell Benchmark Assessment
- enVision Math Diagnostic Assessment
- Internal benchmark assessments

Additional services provided will be based on the results of the universal screening.

The district will establish clear procedures for communicating progress monitoring data three times a year, which may include:

- AIS/ RtI Progress Report Card
- DRA-2/miscue analysis
- Fountas & Pinnell miscue analysis
- AIMSWeb Reading Benchmarks
- i-Ready Data Reports
- enVision Math Diagnostic Assessment

Parents should be notified of their right to request an evaluation for special education services at any time. In the event a student is referred for an evaluation to determine if the student has a learning disability, the parent will have received appropriate data-based documentation of repeated

assessments of achievement at reasonable intervals, reflecting formal assessment of student progress during instruction. (8NYCRR 200.4 (j) (1) (ii) (b))

IX. The RtI Process in Determining a Learning Disability

Criteria For Determining Learning Disability

NYS has established criteria for the Committee on Special Education (CSE) to use when determining if a student has a learning disability.

These criteria include consideration of data and instructional information obtained through a RtI process which provides important information to determine if a student needs to be referred for an individual educational evaluation to determine if the student has a learning disability. Effective on and after July 1, 2012, a school district must have a RtI process in place as it may no longer use the severe discrepancy between achievement and intellectual ability to determine that a student in kindergarten through grade four has a learning disability in the area of reading.

In making a determination of eligibility for special education, the CSE must determine that the underachievement of the student is not due to a lack of appropriate instruction in reading (including the five essential components), mathematics, or limited English proficiency. The data from RtI can help to document that the reason for a student's poor performance or underachievement is not due to lack of appropriate instruction or limited English proficiency. Along with other individual evaluation information, RtI data can yield important descriptive information about how children learn and why they may be having difficulties.

When determining if a student has a learning disability, the data from multiple sources indicates that the student, when provided appropriate instruction:

- does not adequately achieve grade-level standards in the areas of reading and/or mathematics; and
- is not making sufficient progress toward meeting those standards when provided with appropriate instruction consistent with a RtI model;

or

- exhibits a pattern of strengths and weaknesses in performance and/or achievement relative to age or grade level standards as found relevant by the CSE; and
- has learning difficulties that are not primarily the result of a visual, hearing, or motor disability; mental retardation; emotional disturbance; cultural factors; environmental or economic disadvantage; or limited English proficiency.

Process For Determining Learning Disability Using RTI Data

While the data collected through a RtI process may be used as part of a student's individual evaluation to determine if a student has a learning disability, it may not be the sole source of information to make this determination. A student suspected of having a learning disability must receive a comprehensive multidisciplinary evaluation. Consistent with section 200.4(b) of the Regulations of the Commissioner of Education, the individual evaluation must include a variety of assessment tools and strategies including a physical examination, a social history, other appropriate assessments as necessary, an individual psychological evaluation, and an observation.

The observation of the student can include information from observation in routine classroom instruction done either prior to referral for an evaluation or after a referral has been made.

The student-centered data collected and information on instructional strategies used throughout a RtI process provide important information to inform the CSE about the student's progress to meet age or State-approved grade-level standards. This data should include, but not be limited to:

- data that demonstrates that the student was provided appropriate instruction delivered by qualified personnel including research-based instruction in reading;
- progress monitoring data that describes how a student responded to particular interventions of increasing intensity;
- instructional information on a student's skill level and rate of learning relative to age/grade level standards or criterion-referenced benchmarks; and
- evaluative data including CBM regarding a student's performance that is useful and instructionally relevant

Written Report

The CSE must prepare a written report documenting the eligibility determination of a student suspected of having a learning disability which must include the basis for how the decision was made and if the student has participated in a RtI process:

- the instructional strategies used,
- the student-centered data collected, and
- documentation that parents were notified when the student required an intervention beyond that provided to all students in the general education classroom, informing them about the amount and nature of student performance data that would be collected; the general education services that would be provided in the RtI program; strategies that would be used for increasing their child's rate of learning and the parents right to refer their child for special education services.

The following document specifies the criteria that must be considered as part of the RTI process when a learning disability is suspected. This document was taken from the New York State "Response to Intervention: Guidance for New York State School Districts" (October 2010) document.

Documentation of the Determination of Eligibility For a Student Suspected of Having a Learning Disability

Section 200.4(j)(5) of the Regulations of the Commissioner of Education requires that the Committee on Special Education (CSE) prepare a written report of the determination of eligibility of a student suspected of having a learning disability that contains a statement of the following information:

Levittown Public Schools

Plan for

Academic Intervention Services

2023-2028



LEVITTOWN BOARD OF EDUCATION

Jennifer Messina, President
 Peggy Marengi, 1st Vice President
 Christina Lang, 2nd Vice President
 Marianne Adrian, Trustee
 Dillon Cain, Trustee
 James Moran, Trustee
 Michael Pappas, Trustee

CENTRAL ADMINISTRATION

Mr. Todd Winch ~ Superintendent of Schools
 Ms. Debbie Rifkin ~ Asst. Superintendent for Human Resources
 Dr. Beth Ziropiannis ~ Asst. Superintendent for Curriculum and Instruction
 Mr. Michael Fabiano ~ Asst. Superintendent for Business and Finance

Introduction

The Board of Education (BOE), in its commitment to providing an educational program that meets individual student needs, recognizes the importance of Remedial Instruction.

In July 1999, the Board of Regents adopted revisions to Part 100 of the Commissioner's Regulations to align the Commissioner's regulations with the new policy relating to standards, assessments, and graduation requirements. Section 100.2(ee) requires school districts to provide academic intervention services to students who score below the State designated performance level on State assessments and/or who are at risk of not achieving the standards.

II. Definitions

For purposes of this document, the following definitions apply:

“Academic Intervention Services (AIS)” are services designed to help students achieve the learning standards in English language arts and mathematics in grades K-12 and social studies and science in grades 4-12. These services include two components:

- additional instruction that supplements the general curriculum (regular classroom instruction); and/or
- student support services needed to address barriers to improved academic performance.

The intensity of such services may vary but must be designed to respond to student needs as indicated through State assessment results and/or the district-adopted or district-approved procedure that is consistent throughout the district at each grade level.

“Academic support period” means a class at the secondary level, during which additional content or skills-based instruction takes place. It is offered during a content area class for which a student is already scheduled. For the purposes of this document, an academic support period is provided over the course of one year.

“Additional instruction” means the provision of extra time for focused instruction and/or increased student-teacher instructional contact time designed to help students achieve the learning standards in the standards areas requiring AIS.

“IST or Instructional Support Team” means a building-wide team that meets to discuss appropriate placements and/or interventions for at-risk students. *Note: some buildings refer to this as a Child Study Team (CST) or other titles that encompass these goals. For the purposes of this document, IST will be used.*

“Level of Intensity” means the provision of services for students based on the level of their needs as determined through multiple measures and sources of evidence. Students with the most intense needs would receive more scheduled services, for a longer duration, and with more individualization. Students with the least intensive needs might only receive in-class monitoring as a student support service.

“In-Class Monitoring” includes such activities as regular progress checks, further assessments, and meetings with the classroom teacher to adjust instruction, if necessary. Records of this service should be kept, as for all AIS services. In-Class Monitoring is provided as a service when a student fails a state/district assessment but additional data (report card grades, etc.) indicate the student is likely to achieve state learning standards without additional instruction.

“Multiple Measures” means using a variety of educational sources to assist in placement or service determinations. These sources could include (but are not limited to) state assessments, district assessments, report card grades, teacher reports, parent reports, educational evaluations, and psychological evaluations.

“Response to Intervention” is a multi-tiered, problem-solving approach that identifies general education students struggling in academic and behavioral areas early and provides them with systematically applied strategies and targeted instruction at varying levels of intervention.

“Stretch courses and/or double-blocked periods” means courses that are extended over a longer period of time than is customary. Stretch courses by themselves do not constitute academic intervention services. In order for an extended time course to count as academic intervention services, the district must provide additional help to assist those students requiring AIS to be successful in the course.

“Student support services” means interventions that address barriers to student progress in standards areas requiring AIS and may include, as needed, school guidance and counseling, services to improve attendance, coordination of services provided by other agencies, and study skills. Support services do not include direct academic instruction.

III. School-to-Home Connection

The Levittown UFSD is committed to home-school communication and parental involvement as a necessary and vital support of the District's instructional program. A dynamic partnership between parents and the teacher is an essential component of a child's education and such a partnership is integral to local, state, and federal programs operated in the District.

To ensure the effective involvement of parents and to support a partnership among the schools, parents, and the community to improve student academic achievement, each school, as well as the District shall:

1. Provide assistance to parents of children served by the school, in understanding such topics as the State's academic content standards and State student academic achievement standards, State and local academic assessments, and how to monitor a child's progress and work with educators to improve the achievement of their children.
2. Work with the PTA and with families to provide materials and training to help parents to work with their children to improve their children's achievement, such as literacy training and use of technology, as appropriate, to foster parental involvement.
3. Educate teachers, pupil services personnel, principals, and other staff, with the assistance of parents, in the value and utility of contribution by parents as well as how to reach out to, communicate with, and work with parents as equal partners, implement and coordinate parent programs, and build ties between parents and the school.
4. Ensure that information related to school and parent programs, meetings, and other activities is sent to the parents of participating children in a format and, to the extent practicable, in a language the parents can understand.
5. Review annually with parents of Title I students the district's Parental Involvement policy to ensure the effectiveness of the policy in improving the academic quality of the school and to identify barriers to greater parent participation.
6. Within four weeks of entry, parents of students eligible for services must be notified in writing by the school principal that their child is in need of Academic Intervention Services. The notification shall include:
 - reason for the provision of AIS services
 - a brief description of the services to be provided
 - notification that the parent is entitled to written contact when the child exits AIS
 - suggestions for how the parent can work at home with the student
 - consequences of not achieving expected performance levels.

When being notified about students exiting Academic Intervention Services, parents will be informed of:

- criteria for ending services
- their child's current level of performance and how that level of performance was determined.

Implementation of the above-mentioned activities will promote the Board of Education's goal of promoting parental involvement in school and at home. The Superintendent of Schools or his/her representative will insure the success of the Program through effective monitoring and positive home-school communications.

IV. Eligibility for Service:

Academic Intervention Services will be provided to students who score below the designated performance level on state assessments and/or select district assessments. Further defined, students who fall below on multiple assessments will qualify for AIS eligibility in the subsequent school year.

Prior to the beginning of each school year, the Department of Instruction, in cooperation with building principals and teachers, will create eligibility lists for the appropriate grade/subject areas. Assessment data will be the primary tool used in determining eligibility followed by teacher input.

The district will use multiple measures for determining eligibility for Academic Intervention Services. The list of assessments will be updated annually, as well as any necessary conversion charts for determining performance levels on a similar basis as state assessments (i.e.- level 1, 2, 3, or 4; 65%, etc.)

Pursuant to NYS regulations, interventions will be offered to all students including those in Special Education and ENL/ELL programs. AIS are not included in a student's IEP, and services required by the IEP do not qualify as additional services.

Parent notification letters must be sent home no later than mid-October of the school year in which services are provided. Services will commence no later than the semester following eligibility determination.

V. Intensity of Service

The intensity of service means the provision of services for students based on the level of their needs as determined through multiple measures and sources of evidence. Students with the most intense needs would receive more scheduled services, for a longer duration, and with more individualization. Students with the least intensive needs might only receive progress monitoring as a student support service.

Scoring at level 1 or 2 on State assessments does not automatically determine the intensity of service. To determine the level of intensity needed by any student who scores below the designated State performance level, schools should review other measures and sources of evidence to determine if a particular score on a State assessment is indicative of that student's overall level of performance and to determine AIS accordingly.

For example, if a student scores in the upper range on the grade 8 ELA, but additional measures such as report card grades, end-of-year assessments, and previous state tests indicate that the failed assessment is not a true reflection of the student's performance, progress monitoring might be considered as a possible service for the upcoming year. For a student who scores at a level 1 on the same test and additional measures reflect the need for a greater intensity of service, additional reading instruction should be provided.

While all students who fall below the designated cut scores on state/district assessments are eligible for Academic Intervention Services, the intensity of the services should be determined on an individual basis using the assessment score, as well as the multiple measures mentioned above.

VI. Services Provided

Academic Intervention Services for children will focus on improving student learning either by offering additional instruction, monitoring students, or providing student support services in the affective, psychological, or social services domain.

AIS are individual for each student. Certain interventions may work for some students, but not others. Building leaders are encouraged to tailor the AIS for specific student needs to promote success. Those students needing Academic Intervention Services in more than one subject should have those services integrated whenever possible. As such, a student in Academic Intervention Services for ELA could also have science or social studies help in the ELA class. Also, if a student requires Academic Intervention Services for scoring at a level 2 on the state science assessment, it may be determined that the cause of failure was due to poor reading skills. In this instance, the appropriate service for that student may be ELA remediation, with integrated social studies content, as opposed to solely social studies remediation.

Documentation of the services provided must be maintained at the building and district levels. State and Federal regulations require that districts review individual student progress annually to determine if the interventions that are being used are effective.

Academic Intervention Services include, but are not limited to the following:

Level	Sample Menu of Services
High Intensity	IST Support Support Services (Guidance, Social Worker, etc.) Alternative High School Extra Reading, Math, Science, or SS Instruction More Intensive Reading Programs (Wilson Reading System, etc.) Content-Specific Academic Support Period
Moderate Intensity	IST Support Support Services (Guidance, Social Worker, etc.) Extra Reading, Math, Science, or SS Instruction Saturday Classes Smaller Class Size Extended period Class Co-Teaching Class Regents Review Classes
Low Intensity	In-Class Monitoring Support Services (Guidance, Social Worker, etc.) Before/After School extra help

The intensity of the service can also be adjusted by changing the duration (amount of time) or the degree of individualization (i.e. reading group size).

VII. Discontinuation of Services

Students who score at/above the designated cut score on multiple measures for the subject in which the student is receiving AIS will no longer be eligible for AIS .

Upon exiting, parents will receive a letter from the school indicating the criteria for discontinuation of service and the performance level obtained on the selected state/district assessments.

VIII. Relationship between RtI and AIS

Response to Intervention (RtI) is a multi-tiered, problem-solving approach that identifies general education students struggling in academic and behavioral areas early and provides them with systematically applied strategies and targeted instruction at varying levels of intervention.

RtI represents an important educational strategy to close achievement gaps for all students, including students at risk, students with disabilities, and English language learners, by preventing smaller learning problems from becoming insurmountable gaps. It has also been shown to lead to more appropriate identification of and interventions with students with learning disabilities.

Since the RtI model begins in Kindergarten, in many instances students may be receiving intervention services prior to the administration of state or local tests. If students are being

monitored by the building's Instructional Support Team (IST) as part of RtI, the interventions in place will be considered that student's AIS.

For students who fall below on multiple measures and who are not currently being monitored by the building's IST, they will receive Academic Intervention Services in accordance with this document. Students who do not respond to Academic Intervention Services should be referred to the building's Instructional Support Team.

X. Dissemination and Review

A. The Board will work to ensure that the community is aware of this AIS plan by:

1. Providing all current teachers and other staff members with a copy of the plan. The plan is available to all staff on the Levittown Public Schools website.
2. Providing all new employees with a copy of the current plan when they are hired. The plan is available to all staff on the Levittown Public Schools website.
3. Making copies of the plan available for review by students, parents, and other community members. The plan is available to all staff on the Levittown Public Schools website.

B. The Board of Education will review this Plan every five years and update it as necessary. In conducting the review, the Board will consider how effective the Plan's provisions have been and whether the Plan has been applied fairly and consistently.



LEVITTOWN PUBLIC SCHOOLS
 Levittown Memorial Education Center
 150 Abbey Lane
 Levittown, NY 11756



2022-23

RtI Entry Letter K-5

RE: _____ Grade _____ Date _____
 (Student's Name)

Dear Parent(s)/ Guardian(s):

After reviewing your child's academic progress, recommendations were made to either implement strategies in the classroom, conduct screenings for other services, or initiate services in the area needing intervention. Below you will see the recommendations for your child. Please sign and return the letter acknowledging your awareness of the recommended strategies and/or services that will be implemented. You may retain one copy for your records and return the second copy to your child's interventionist.

Please contact us with any questions or concerns regarding the recommendations. Thank you for your continued support!

Sincerely,

Principal

Below you will find the services your child will receive and the interventionist your child will be working with.

Subject	Assessment/ Screening	Tier	Interventionist	Service Type (Push in/ Pull out)	Frequency

I, _____, the parent/guardian of _____
 acknowledge that I am aware of the recommendations and the initiation of these strategies, screenings,
 and/or services.

 Name of Parent/Guardian (print)

 Signature of Parent/Guardian

 Date



LEVITTOWN PUBLIC SCHOOLS
 Levittown Memorial Education Center
 150 Abbey Lane
 Levittown, NY 11756



2022-23

AIS Entry Letter High School

Student's Name _____

Date _____

Grade _____

Dear Parent/ Guardian,

All school districts in New York State are required to provide Academic Intervention Services (AIS) to any student who scored below on multiple measures, including state assessments and district wide measures, or who is at risk of not achieving New York State Common Core Learning Standards. Academic Intervention Services may include two components:

- instruction that supplements the general curriculum (regular classroom instruction); and/or
- other services needed to address barriers to improve academic performance. These services could include in class monitoring, school guidance and counseling, services to improve attendance, and study skills.

Academic Intervention Services are provided in order to help students achieve the New York State Common Core Learning Standards in English Language Arts, Math and Science. The services will vary in intensity based on the student's needs as measured by state assessments and other multiple measures of student performance. In some cases, students' schedules may be changed in order to provide the appropriate services.

Eligibility for services is based on multiple measures including NYS assessments and district wide measures.

On the 2021-2022 _____ (assessment) your child earned a score of _____.

Your child will receive the following service (s):

Subject (s)*Math (Sample)*_____
_____**Service (s)***Algebra I AIS Lab (Sample)*_____

Please keep in mind that students who qualify for AIS will continue to receive services until they meet or exceed the district/state performance level in the subject they receive services in. The AIS service will support the student for the 2022-23 school year unless otherwise notified. If you have any additional questions regarding these services please do not hesitate to contact me.

Sincerely,

Building Principal



LEVITTOWN PUBLIC SCHOOLS
 Levittown Memorial Education Center
 150 Abbey Lane
 Levittown, NY 11756



2022-23

AIS Entry Letter Middle School

Student's Name _____

Date _____

Grade _____

Dear Parent/ Guardian,

All school districts in New York State are required to provide Academic Intervention Services (AIS) to any student who scored below on multiple measures, including state assessments and district wide measures, or who is at risk of not achieving New York State Next Generation Learning Standards. Academic Intervention Services may include two components:

- instruction that supplements the general curriculum (regular classroom instruction); and/or
- other services needed to address barriers to improve academic performance. These services could include in class monitoring, school guidance and counseling, services to improve attendance, and study skills.

Academic Intervention Services are provided in order to help students achieve the New York State Next Generation Learning Standards in English Language Arts, Math and Science. The services will vary in intensity based on the student's needs as measured by state assessments and other multiple measures of student performance. In some cases, students' schedules may be changed in order to provide the appropriate services.

Eligibility for services is based on multiple measures including NYS assessments and district wide measures.

On the 2021-22 _____ (assessment) your child scored a score of _____.

Your child will receive the following service (s):

Subject (s)*English (Sample)*

Service (s)*English RX Class (Sample)*

Please keep in mind that students who qualify for AIS will continue to receive services until they meet or exceed the district/state performance level in the subject they receive services in. The AIS service will support the student for the 2022-23 school year unless otherwise notified. If you have any additional questions regarding these services please do not hesitate to contact me.

Sincerely,

Building Principal

Attachment: Rtl Plan 2023_2028 (4992 : Response to Intervention Plan)



LEVITTOWN PUBLIC SCHOOLS
 Levittown Memorial Education Center
 150 Abbey Lane
 Levittown, NY 11756



2022-23

**SECONDARY AIS
 EXIT LETTER**

Date: _____

School: _____

Student: _____ Grade _____

Dear Parent or Guardian:

Previously your child qualified to receive intervention services over and above the regular classroom program, to help him/her improve on critical skills. We are pleased to inform you that your child has scored above the designated performance level on the following assessment:

Assessment	Score/ Level

Your child's academic growth indicates that intervention services are no longer needed. Each student's progress will be monitored carefully and changes and adjustments will be made as needs indicate. We are available to answer your questions and to work together on our common goal - the best education possible for our students.

Sincerely,

 Principal

Attachment: Rtl Plan 2023_2028 (4992 : Response to Intervention Plan)

Levittown Public Schools

Code of Conduct



Table of Contents

I.	Introduction.....	1
II.	Definitions.....	2
III.	Student Rights and Responsibilities.....	5
IV.	Essential Partners	6
V.	Student Dress Code.....	9
VI.	Prohibited Student Conduct	10
VII.	Reporting Violations.....	13
VIII.	Disciplinary Penalties, Procedures, and Referrals	14
IX.	Alternative Instruction	25
X.	Extra-Curricular and Athletic Participation	26
XI.	Discipline of Students with Disabilities.....	31
XII.	Corporal Punishment	37
XIII.	Student Searches and Interrogations	38
XIV.	Visitors to the Schools	41
XV.	Public Conduct on School Property	42
XVI.	Dissemination and Review	44
XVII.	Appendices.....	45
	a. Student/Parent/School Contract for Extra-Curricular Participation	
	b. Code of Conduct Summary	

Levittown Public Schools

Code of Conduct

I. Introduction

The Board of Education ("Board") is committed to providing a safe and orderly school environment where students may receive and district personnel may deliver quality educational services without disruption or interference. Responsible behavior by students, teachers, coaches, other district personnel, parents and other visitors is essential to achieving this goal.

The district has a long-standing set of expectations for conduct on school property and at school functions. These expectations are based on the principles of civility, mutual respect, citizenship, character, tolerance, honesty and integrity.

In accordance with the **Dignity for All Students Act**, School District policy and practice must ensure that no student is subject to discrimination, racial discrimination, or harassment, based on a person's actual or perceived race, color, weight, national origin, ethnic group, religion, religious practice, disability, sexual orientation, gender/gender identity or sex by school employees or students on school property, on a school bus, or at a school function.

The Board recognizes the need to clearly define these expectations for acceptable conduct on school property, to identify the possible consequences of unacceptable conduct, and to ensure that discipline when necessary is administered promptly and fairly. To this end, the Board adopts this code of conduct ("code").

Unless otherwise indicated, this code applies to all students, school personnel, parents and other visitors when on school property or attending a school function.

II. Definitions

For purposes of this code, the following definitions apply.

"Disruptive student" means an elementary or secondary student under the age of 21 who is substantially disruptive of the educational process or substantially interferes with the teacher's authority over the classroom.

"Parent" means parent, guardian or person in parental relation to a student.

"School property" means in or within any building, structure, athletic playing field, playground, parking lot or land contained within the real property boundary line of a public elementary or secondary school, or in or on a school bus, as defined in Vehicle and Traffic Law §142.

"School Bus" means every motor vehicle owned and operated for the transportation or pupils, children of pupils, teachers and other persons acting in a supervisory capacity, to or from school or school activities, or, privately owned and operated for compensation for the transportation of pupils, children of pupils, teachers and other persons acting in a supervisory capacity to or from school or school activities.

"School function" means any school-sponsored extra-curricular event or activity.

"Disability" means (a) a physical, mental or medical impairment resulting from anatomical, physiological, genetic or neurological conditions which prevents the exercise of a normal bodily function or is demonstrable by medically accepted clinical or laboratory diagnostic techniques, or (b) a record of such an impairment.

"Employee" means any person receiving compensation from a school district or employee of a contracted service provider or worker placed within the school under a public assistance employment program.

"Race" means a group of persons related by a common descent or heredity.

"Color" refers to the apparent pigmentation of the skin, especially an indication or possible indication of race.

"Weight" refers to a person's size.

"National Origin" means a person's country of birth or ancestor's country of birth.

"Ethnic Group" means a group of people who identify with each other through a common heritage including language, culture, and often a shared or common religion and or ideology that stresses ancestry.

"Religion" means specific fundamental beliefs and practices generally agreed to by large numbers of the group of the group or a body of persons adhering to a particular set of beliefs and practices.

“Sex” means the biological and physiological characteristics that define men and women.

“Gender” means the socially constructed roles, behaviors, activities, and attributes that a given society considers appropriate for men and women.

Sexual orientation means the sex to which a person is sexually attracted.

“Violent student” means a student under the age of 21 who:

1. Commits an act of violence upon a school employee, or attempts to do so.
2. Commits, while on school property or at a school function, an act of violence upon another student or any other person lawfully on school property or at the school function, or attempts to do so.
3. Possesses, while on school property or at a school function, a gun, knife, explosive or incendiary bomb, or other dangerous instrument capable of causing physical injury or death.
4. Displays, while on school property or at a school function, what appears to be a gun, knife, explosive or incendiary bomb or other dangerous instrument capable of causing death or physical injury
5. Threatens, while on school property or at a school function, to use any instrument that appears capable of causing physical injury or death
6. Knowingly and intentionally damages or destroys the personal property of any school employee or any person lawfully on school property or at a school function.
7. Knowingly and intentionally damages or destroys school district property.

“Weapon” means a firearm as defined in 18 USC §921 for purposes of the Gun-Free Schools Act. It also means any other gun, BB gun, pistol, revolver, shotgun, rifle, machine gun, disguised gun, dagger, dirk, razor, stiletto, switchblade knife, gravity knife, brass knuckles, sling shot, metal knuckle knife, box cutter, cane sword, electronic dart gun, Shuriken, Kung Fu star, electronic stun gun, pepper spray or other noxious spray, explosive or incendiary bomb, or other device, instrument, material or substance that can cause physical injury or death when used to cause physical injury or death.

“Extra-Curricular” and **“Interscholastic activities”** and **“Interscholastic athletics”** means school sponsored activities that are either off school property, extend to before or after the school day, or that occur on holidays or weekends or other times when school is not in session. These activities are not mandated by any curriculum, either as adopted by the Board of Education in Levittown or by any other controlling agency.

“Intimidation”, “Harassment”, “Menacing”, and “Bullying” (IHMB) mean threatening, stalking or seeking to coerce or compel a person to do something; intentionally placing or attempting to place another person in fear of imminent physical injury; or engaging in verbal or physical conduct that threatens another with harm, including intimidation through the use of epithets or slurs involving race, ethnicity, national origin, religion, religious practices, gender, sexual orientation, age or disability that substantially disrupts the educational process

Levittown Public Schools – Code of Conduct

“Cyberbullying” means the repeated use of information technology, including, but not limited to, e-mail, instant message, blogs, chat rooms, pagers, cell phones, and gaming systems, to deliberately harass, threaten or intimidate others.

“Sexting” means sending, receiving or forwarding sexually suggestive nude or nearly nude photos through text message or email.

III. Student Rights and Responsibilities

- A. Student Rights** - The district is committed to safeguarding the rights given to all students under state and federal law. In addition, to promote a safe, healthy, orderly and civil school environment, all district students have the right to:
1. Take part in all district activities on an equal basis regardless of race, color, weight, ethnic group, national origin, religion, age, sex, gender identity, sexual orientation or disability.
 2. Present their version of the relevant events to school personnel authorized to impose a disciplinary penalty in connection with the imposition of the penalty.
 3. Access school rules and, when necessary, receive an explanation of those rules from school personnel.
 4. Right to request an investigation regarding discrimination/racial discrimination/bullying/harassment.
 5. Right to a safe learning environment.
 6. To be protected from intimidation, harassment, discrimination, or racial discrimination, based on actual or perceived race, color, weight, national origin, ethnic group, religion, or religious practice, sex, gender/gender identity, sexual orientation, or disability, by employees or students on school property or at a school-sponsored event, function or activity.
- B. Student Responsibilities** - All district students have the responsibility to:
1. Contribute to maintaining a safe and orderly school environment that is conducive to learning and to show respect to other persons and to property.
 2. Be familiar with and abide by all district policies, rules and regulations dealing with student conduct. Attend school every day unless they are legally excused and be in class, on time, and prepared to learn.
 3. Work to the best of their ability in all academic and extracurricular pursuits and strive toward their highest level of achievement possible.
 4. React to direction given by teachers, administrators and other school personnel in a respectful, positive manner.
 5. Work to develop mechanisms to control their anger.
 6. Ask questions when they do not understand.
 7. Seek help in solving problems that might lead to discipline.
 8. Dress appropriately for school and school functions.
 9. Accept responsibility for their actions.
 10. Conduct themselves as representatives of the district when participating in or attending school-sponsored extracurricular events and to hold themselves to the highest standards of conduct, demeanor, and sportsmanship.
 11. To respect one another and treat others fairly in accordance with the District Code of Conduct and the provisions of the Dignity Act. To conduct themselves in a manner that fosters an environment that is free from intimidation, harassment, discrimination, or racial discrimination, . To report and encourage others, to report any incidents of intimidation, harassment, discrimination, or racial discrimination, .

IV. Essential Partners

A. Parents - All parents are expected to:

1. Recognize that the education of their child(ren) is a joint responsibility of the parents and the school community.
2. Send their children to school ready to participate and learn.
3. Ensure their children attend school regularly and on time.
4. Ensure absences are excused.
5. Insist their children be dressed and groomed in a manner consistent with the student dress code.
6. Help their children understand that in a democratic society appropriate rules are required to maintain a safe, orderly environment.
7. Know school rules and help their children understand them.
8. Convey to their children a supportive attitude toward education and the district.
9. Build good relationships with teachers, other parents and their children's friends.
10. Help their children deal effectively with peer pressure.
11. Inform school officials of changes in the home situation that may affect student conduct or performance.
12. Provide a place for study and ensure homework assignments are completed.
13. Teach their children respect and dignity for themselves, and other students regardless of actual or perceived race, color, weight, national origin, ethnic group, religion, religious practice, disability, sexual orientation, gender/gender identity, or sex, which will strengthen the child's confidence and promote learning in accordance with the Dignity for All Students Act.

B. Teachers & Coaches - All district teachers & Coaches are expected to:

1. Maintain a climate of mutual respect and dignity, for all students regardless of actual or perceived race, color, weight, national origin, ethnic group, religion religious practice, disability, sexual orientation, gender/gender identity, or sex, which will strengthen students' self-concept and promote confidence to learn.
2. Confront issues of discrimination, racial discrimination, and harassment in any situation that threatens the emotional or physical health or safety of any student, school employee or any person who is lawfully on school property or at a school function.
3. Address personal biases that may prevent equal treatment of all students in the school or classroom setting.
4. Conduct themselves in a professional way, using socially acceptable language. Examples of unacceptable language is cursing or swearing or using vulgar or abusive language.
5. Be prepared to teach and/or coach
6. Demonstrate interest in teaching and/or coaching and a concern for student achievement, either in the classroom or on the athletic field.
7. Know school policies and rules, and enforce them in a fair and consistent manner. Report incidents of discrimination, racial discrimination, and harassment that are witnessed or otherwise brought to a teacher's attention to a building administrator and/or Dignity Act Coordinator (DAC) in a timely manner.
8. Teachers will communicate to students and parents:
 - a. Course objectives and requirements
 - b. Marking/grading procedures

Levittown Public Schools – Code of Conduct

- c. Assignment deadlines
 - d. Expectations for students
 - e. Classroom discipline plan.
 - f. Communicate regularly with students, parents and other teachers concerning growth and achievement.
- 9. Coaches will communicate to students and parents:
 - a. Team objectives and requirements
 - b. Practice and game dates
 - c. Expectations of team members
 - d. Coaches will act, intervene and report bullying, harassment, discrimination, and or racial discrimination,
- C. Guidance Counselors & Social Workers
 - 1. Maintain and encourage a climate of mutual respect and dignity for all students regardless of actual or perceived race, color, weight, national origin, ethnic group, religion, religious practice, disability, sexual orientation, gender/gender identity, or sex, with an understanding of appropriate appearance, language, and behavior in a school setting, which will strengthen students' self-image and promote confidence to learn.
 - 2. Assist students in coping with peer pressure and emerging personal, social and emotional problems.
 - 3. Initiate teacher/student/counselor conferences and parent/teacher/student counselor conferences, as necessary, as a way to resolve problems.
 - 4. Regularly review with students their educational progress and career plans.
 - 5. Provide information to assist students with career planning.
 - 6. Encourage students to benefit from the curriculum and extracurricular programs.
- D. Principals
 - 1. Promote a safe, orderly and stimulating school environment, supporting active teaching and learning.
 - 2. Need to create an environment that values and teaches respect for all; an environment that is culturally sensitive and models positive behavioral interactions that clearly show that no tolerance exists for certain types of behaviors, including, but not limited to, bullying and harassment.
 - 3. Ensure that students and staff have the opportunity to communicate regularly with the principal and approach the principal for redress of grievances.
 - 4. Evaluate on a regular basis all instructional programs.
 - 5. Support the development of and student participation in appropriate extracurricular activities.
 - 6. Be responsible for enforcing the code of conduct and ensuring that all cases are resolved promptly and fairly.
 - 7. Ensure that the issues of bullying and cyber bullying are addressed with students throughout the year.
 - 8. Maintain and encourage a climate of mutual respect and dignity for all students regardless of actual or perceived race, color, weight, national origin, ethnic group, religion, religious practice, disability, sexual orientation, gender/gender identity, or sex, with an understanding of appropriate appearance, language, and behavior in a school setting, which will strengthen students' self-image and promote confidence to learn.

Levittown Public Schools – Code of Conduct

9. Follow up on any incidents of discrimination, racial discrimination, and harassment that are witnessed or otherwise brought to the Principal's attention in a timely manner in collaboration with the Dignity Act Coordinator (DAC).
- E. Superintendent
1. Promote a safe, orderly and stimulating school environment, free from intimidation, discrimination, racial discrimination, and harassment, supporting active teaching and learning.
 2. Create an environment that values and teaches respect for all; an environment that is culturally sensitive and models positive behavioral interactions that clearly show that no tolerance exists for certain types of behaviors including, but not limited to, bullying and harassment.
 3. Review with district administrators the policies of the Board of Education and state and federal laws relating to school operations and management.
 4. Inform the Board about educational trends relating to student discipline.
 5. Work to create instructional programs that minimize problems of misconduct and are sensitive to student and teacher needs, as well as courses that teach students how to be responsible "digital citizens".
 6. Work with district administrators in enforcing the code of conduct and ensuring that all cases are resolved promptly and fairly.
- F. Board of Education
1. Collaborate with student, teacher, administrator, and parent organizations, school safety personnel and other school personnel to develop a code of conduct that clearly defines expectations for the conduct of students, district personnel and visitors on school property and at school functions.
 2. Adopt and review at least annually the district's code of conduct to evaluate the code's effectiveness and the fairness and consistency of its implementation.
 3. Lead by example by conducting Board meetings in a professional, respectful, courteous manner.
 4. Appoint a Dignity Act Coordinator in each school building. The Dignity Act Coordinator will be thoroughly trained to handle human relations in the areas of race, color, weight, national origin, ethnic group, religion, religious practice, disability, sexual orientation, gender/gender identity, and sex. The Dignity Act Coordinator will be accessible to students and other staff members for consultation and advice as needed on the Dignity Act.
- G. Expectation for Other School Staff
1. Maintain and encourage a climate of mutual respect and dignity for all students regardless of actual or perceived race, color, weight, national origin, ethnic group, religion, religious practice, disability, sexual orientation, gender/gender identity, or sex, with an understanding or appropriate appearance, language, and behavior in a school setting, which will strengthen students' self-image and promote confidence to learn.

V. Student Dress Code

The Board of Education requires students to attend school in appropriate dress that meets health and safety standards and does not interfere with the learning process. The Board also requires students to wear appropriate protective gear in certain classes (i.e., home and careers, technology, P.E.).

A student's dress, grooming, appearance and hygiene, including hairstyle, jewelry, make-up, and nails, shall:

1. Be safe, appropriate and not disrupt or interfere with the educational process.
2. Ensure that underwear and torso skin are completely covered with outer clothing.
3. Include footwear at all times. Footwear that is a safety hazard will not be allowed.
4. Not include the wearing of hats and/or any headgear in school, except for medical or religious purposes.
5. Not include items that are vulgar, obscene, libelous, or that denigrate others.
6. Not glorify, promote and/or endorse the use of alcohol, tobacco or illegal drugs and/or encourage other illegal or violent activities, including those related to gang paraphernalia or organizations promoting violence or hatred. Those garments that are sexually suggestive as well, are banned.

Each building principal shall be responsible for informing all students and their parents of the student dress code at the beginning of the school year and any revisions to the dress code made during the school year.

Students who violate the student dress code shall be required to modify their appearance by covering or removing the offensive item, and if necessary or practical, replacing it with an acceptable item. Any student who refuses to do so shall be subject to discipline, up to and including in-school or out-of-school suspension for the day. Any student who repeatedly fails to comply with the dress code shall be subject to further disciplinary actions.

The Superintendent of Schools and other designated administrative personnel shall have the authority to require a student to change his/her attire, should it be deemed inappropriate according to the above guidelines.

VI. Prohibited Student Conduct

The Board of Education expects all students to conduct themselves in an appropriate and civil manner, with proper regard for the rights and welfare of other students, district personnel and other members of the school community, and for the care of school facilities and equipment.

The best discipline is self-imposed, and students must learn to assume and accept responsibility for their own behavior, as well as the consequences of their misbehavior. District personnel who interact with students are expected to use disciplinary action only when necessary and to place emphasis on the students' ability to grow in self-discipline. It is expected that District personnel make every effort to have the student learn from the disciplinary experience rather than just punish the student.

The Board recognizes the need to make its expectations for student conduct while on school property or engaged in a school function specific and clear. The rules of conduct listed below are intended to do that and focus on safety and respect for the rights and property of others. Students who will not accept responsibility for their own behavior and who violate these school rules will be required to accept the penalties for their conduct.

Students may be subject to disciplinary action, up to and including suspension from school, when they:

- A. Engage in conduct that is disorderly. Examples of disorderly conduct include:
 - 1. Running in hallways.
 - 2. Making unreasonable noise.
 - 3. Using language or gestures that are profane, lewd, vulgar or abusive.
 - 4. Obstructing vehicular or pedestrian traffic.
 - 5. Engaging in any willful act that disrupts the normal operation of the school community.
 - 6. Trespassing. Students are not permitted in any school building, other than the one they regularly attend, without permission from the administrator in charge of the building.
 - 7. Computer/electronic communications misuse, including any unauthorized use of computers, software, or internet/intranet account; accessing inappropriate websites; or any other violation of the district's acceptable use policy.
 - 8. Unauthorized use of cameras, video and audio recording devices.
 - 9. Unauthorized use of personal communication devices (including cell phones) during the school day, including features such as video and audio recording.
- B. Engage in conduct that is insubordinate. Examples of insubordinate conduct include:
 - 1. Failing to comply with the reasonable directions of teachers, school administrators or other school employees in charge of students or otherwise demonstrating disrespect.
 - 2. Lateness for, missing or leaving school without permission.
 - 3. Skipping detention.
- C. Engage in conduct that is disruptive. Examples of disruptive conduct include:
 - 1. Failing to comply with the reasonable directions of teachers, school administrators or other school personnel in charge of students.
- D. Engage in conduct that is violent. Examples of violent conduct include:

Levittown Public Schools – Code of Conduct

1. Committing an act of violence (such as hitting, kicking, punching, and scratching) upon a teacher, administrator or other school employee or attempting to do so;
 2. Committing an act of violence (such as hitting, kicking, punching, and scratching) upon another student or any other person lawfully on school property or attempting to do so;
 3. Engaging in harassing conduct, verbal threats, intimidation, or abuse that reasonably causes or would reasonably be expected to cause a student to fear for his or her physical well-being.
 4. Possessing a weapon, while on school district property. Examples of weapons include, but are not limited to: a gun, knife, explosive or incendiary bomb, or other dangerous instrument capable of causing physical injury or death;
 5. Displaying, while on school district property, what appears to be a gun, knife, explosive or incendiary bomb or other dangerous instrument capable of causing death or physical injury;
 6. Threatening, while on school district property to use any instrument that appears capable of causing physical injury or death;
 7. Knowingly and intentionally damaging or destroying the personal property of a student, teacher, administrator, other district employee or any person lawfully on school property, including graffiti or arson.
 8. Knowingly and intentionally damaging or destroying school district property.
- E. Engage in any conduct on school district property or during a school sponsored activity that endangers the safety, morals, health or welfare of others. Examples of such conduct include:
1. Lying to school personnel.
 2. Stealing the property of other students, school personnel or any other person lawfully on school property or attending a school function.
 3. Defamation, which includes making false or unprivileged statements or representations about an individual or identifiable group of individuals that harm the reputation of the person or the identifiable group by demeaning them. This can include posting or publishing video, audio recordings or pictures (written material, cell phones, Internet, YouTube, etc.)
 4. Discrimination which includes the use of race, color, creed, national origin, religion, gender, sexual orientation or disability as a basis for treating another in a negative manner.
 5. Bullying, which consists of inappropriate persistent behavior including threats or intimidation of others, treating others cruelly, terrorizing, coercing, or habitually insulting, humiliating and/or badgering others.
 6. Harassment, which includes a sufficiently severe action or a persistent, pervasive pattern of actions or statements directed at an identifiable individual or group which are intended to be or which a reasonable person would perceive as ridiculing or demeaning.
 7. Intimidation, which includes engaging in actions or statements that put an individual in fear of bodily harm.
 8. “Internet bullying” (also referred to as “cyberbullying”) including the use of instant messaging, email, websites, chat rooms, text messaging, or by any other electronic means., when such use interferes with the operation of the school; or infringes upon the general health, safety and welfare of students or employees.

Levittown Public Schools – Code of Conduct

9. Hazing, which includes any intentional or reckless act directed against another for the purpose of initiation into, affiliating with or maintaining membership in any school sponsored activity, organization, club or team.
 10. Selling, using or possessing obscene material.
 11. Using vulgar or abusive language, cursing or swearing.
 12. Smoking a cigarette, cigar, pipe, electronic cigarette, vape device, or using chewing or smokeless tobacco.
 13. Possessing, consuming, selling, distributing or exchanging alcoholic beverages or illegal substances, or being under the influence of either. "Illegal substances" include, but are not limited to, inhalants, marijuana, synthetic cannabinoids, cocaine, LSD, PCP, amphetamines, heroin, steroids, look-alike drugs, and any substances commonly referred to as "designer drugs."
 14. Inappropriately using or sharing prescription and over-the-counter drugs.
 15. Gambling.
 16. Indecent exposure, that is, exposure to sight of the private parts of the body in a lewd or indecent manner.
 17. Initiating a report warning of fire or other catastrophe without valid cause, misuse of 911, or discharging a fire extinguisher.
- F. Engage in misconduct while on a school bus. It is crucial for students to behave appropriately while riding on district buses to ensure their safety and that of other passengers and to avoid distracting the bus driver. Students are required to conduct themselves on the bus in a manner consistent with established standards for classroom behavior. Excessive noise, pushing, shoving and fighting harassment, discrimination and racial discrimination, will not be tolerated.
- G. Engage in any form of academic misconduct. Examples of academic misconduct include:
1. Plagiarism.
 2. Cheating.
 3. Copying.
 4. Altering records.
 5. Assisting another student in any of the above actions.
- H. Engage in off-campus misconduct that endangers the health and safety of students or staff within the school or substantially disrupts or is likely to substantially disrupt the educational process. Examples of such misconduct include, but are not limited to:
1. Cyber bullying, which consists of the repeated use of information technology, including, but not limited to, e-mail, instant message, blogs, chat rooms, pagers, cell phones, and gaming systems, to deliberately harass, threaten or intimidate others.
 2. Sexting, which consists of sending, receiving or forwarding sexually suggestive nude or nearly nude photos through text message or email.
 3. Threatening or harassing students or school personnel over the phone or other electronic medium.
 4. Using message boards to convey threats, derogatory comments or post pornographic pictures of students or school personnel.

VII. Reporting Violations

All students are expected to promptly report violations of the code of conduct to a teacher, guidance counselor, the building principal or his or her designee. Any student observing a student possessing a weapon, alcohol or illegal substance on school property or at a school function shall report this information, immediately to a teacher, the building principal, the principal's designee or the superintendent.

All district staff that is authorized to impose disciplinary sanctions is expected to do so in a prompt, fair and lawful manner. District staff that are not authorized to impose disciplinary sanctions are expected to promptly report violations of the code of conduct to their supervisor, who shall in turn impose an appropriate disciplinary sanction, if so authorized, or refer the matter to a staff member who is authorized to impose an appropriate sanction.

Any weapon, alcohol or illegal substance found shall be confiscated immediately, if possible, followed by notification to the parent of the student involved and the appropriate disciplinary sanction if warranted, which may include permanent suspension and referral for prosecution.

VIII. Disciplinary Penalties, Procedures and Referrals

Discipline is most effective when it deals directly with the problem at the time and place it occurs, and in a way that students view as fair and impartial. School personnel who interact with students are expected to use disciplinary action only when necessary and to place emphasis on the students' ability to grow in self-discipline.

Disciplinary action, when necessary, will be firm, fair and consistent so as to be the most effective in changing student behavior. In determining the appropriate disciplinary action, school personnel authorized to impose disciplinary penalties will consider the following:

1. The student's age.
2. The nature of the offense and the circumstances which led to the offense.
3. The student's prior disciplinary record.
4. The effectiveness of other forms of discipline.
5. Information from parents, teachers and/or others, as appropriate
6. Other extenuating circumstances.

As a general rule, discipline will be progressive; this means that a student's first violation will usually merit a lighter penalty than subsequent violations.

If the conduct of a student is related to a disability or suspected disability, the student shall be referred to the Committee on Special Education and discipline, if warranted, shall be administered consistent with the separate requirements of this code of conduct for disciplining students with a disability or presumed to have a disability.

A. Penalties

Students who are found to have violated the district's code of conduct may be subject to the following penalties, either alone or in combination. The school personnel identified after each penalty are authorized to impose that penalty, consistent with the student's right to due process. In addition, items on school grounds that violate the code of conduct may be confiscated.

1. Oral warning - any member of the district staff
2. Written warning - bus drivers, hall and lunch monitors, coaches, guidance counselors, teachers, principal, superintendent
3. Written notification to parent - bus driver, hall and lunch monitors, coaches, guidance counselors, teachers, principal, superintendent
4. Detention - teachers, principal, superintendent
5. Suspension from transportation - director of transportation, principal, superintendent
6. Suspension from athletic participation - coaches, principal, superintendent (See Separate section on Extra-Curricular and Athletic participation)
7. Suspension from social or extracurricular activities – activity director, principal, superintendent (See Separate section on Extra-Curricular and Athletic participation)
8. Suspension of other privileges - principal, superintendent
9. In-school suspension - principal, superintendent
10. Removal from classroom by teacher - teachers, principal

11. Short-term (five days or less) suspension from school - principal, superintendent, Board of Education
12. Long-term (more than five days) suspension from school - superintendent, Board of Education
13. Permanent suspension from school - superintendent, Board of Education.

B. Procedures

The amount of due process a student is entitled to receive before a penalty is imposed depends on the penalty being imposed. In all cases, regardless of the penalty imposed, the school personnel authorized to impose the penalty must inform the student of the alleged misconduct and must investigate, to the extent necessary, the facts surrounding the alleged misconduct. All students will have an opportunity to present their version of the facts to the school personnel imposing the disciplinary penalty in connection with the imposition of the penalty.

Students who are to be given penalties other than an oral warning, written warning or written notification to their parents are entitled to additional rights before the penalty is imposed. These additional rights are explained below.

1. Detention-Teachers, principals and the superintendent may use after school detention as a penalty for student misconduct in situations where removal from the classroom or suspension would be inappropriate. Detention will be imposed as a penalty only after the student's parent has been notified to confirm that there is no parental objection to the penalty and the student has appropriate transportation home following detention.
2. Suspension from transportation-If a student does not conduct himself/herself properly on a bus; the bus driver is expected to bring such misconduct to the building principal's attention. Students who become a serious disciplinary problem may have their riding privileges suspended by the building principal or the superintendent or their designees. In such cases, the student's parent will become responsible for seeing that his or her child gets to and from school safely. Should the suspension from transportation amount to a suspension from attendance; the district will make appropriate arrangements to provide for the student's education. A student subjected to a suspension from transportation is not entitled to a full hearing pursuant to Education Law §3214. However, the student and the student's parent will be provided with a reasonable opportunity for an informal conference with the building principal or the principal's designee to discuss the conduct and the penalty involved.
3. Suspension from athletic participation, extracurricular activities and other privileges-See Separate section on Extra-Curricular and Athletic participation
4. In-school suspension-The Board recognizes the school must balance the need of students to attend school and the need for order in the classroom to establish an environment conducive to learning. As such, the Board authorizes building principals and the superintendent to place students who would otherwise be suspended from school as the result of a code of conduct violation in "in-school suspension." The in-school suspension

teacher will be a certified teacher. A student subjected to an in-school suspension is not entitled to a full hearing pursuant to Education Law §3214. However, the student and the student's parent will be provided with a reasonable opportunity for an informal conference with the district official imposing the in-school suspension to discuss the conduct and the penalty involved.

5. If the student violation involved the use, sale or possession of tobacco, the student may be required to enroll in a smoking cessation program as set forth in Section X (J)(5) of this document (page 26).
6. Teacher disciplinary removal of disruptive students
 - a. A student's behavior can affect a teacher's ability to teach and can make it difficult for other students in the classroom to learn. In most instances the classroom teacher can control a student's behavior and maintain or restore control over the classroom by using good classroom management techniques. These techniques may include practices that involve the teacher directing a student to briefly leave the classroom to give the student an opportunity to regain his or her composure and self-control in an alternative setting. Such practices may include, but are not limited to:
 - i. short-term "time out" in an elementary classroom or in an administrator's office;
 - ii. sending a student to the principal's office for the remainder of the class time only; or
 - iii. sending a student to a guidance counselor or other district staff member for counseling. Time-honored classroom management techniques such as these do not constitute disciplinary removals for purposes of this code.
 - b. On occasion, a student's behavior may become disruptive. For purposes of this code of conduct, a disruptive student is a student who is substantially disruptive of the educational process or substantially interferes with the teacher's authority over the classroom. A substantial disruption of the educational process or substantial interference with a teacher's authority occurs when a student demonstrates a persistent unwillingness to comply with the teacher's instructions or repeatedly violates the teacher's classroom behavior rules.
 - c. At the request of a teacher, and with the approval of Administration, a disruptive student may be removed from class for up to two days, during which time the student will be placed in a supervised area at the principal's discretion. The removal will apply to the class of the removing teacher only.
 - d. If the disruptive student does not pose a danger or ongoing threat of disruption to the academic process, the teacher must provide the student with an explanation for why he or she is being removed and an opportunity to explain

his or her version of the relevant events before the student is removed. Only after the informal discussion may a teacher remove a student from class.

- e. If the student poses a danger or ongoing threat of disruption, the teacher may order the student to be removed immediately. The teacher must, however, explain to the student why he or she was removed from the classroom and give the student a chance to present his or her version of the relevant events within 24 hours.
- f. The teacher must complete a district-established disciplinary removal form or email notification and meet with the principal or his or her designee as soon as possible, but no later than the end of the school day, to explain the circumstances of the removal and to present the removal form or email. If the principal or designee is not available by the end of the same school day, the teacher must leave the form or email notification with the secretary and meet with the principal or designee prior to the beginning of classes on the next school day.
- g. Within 24-hours after the student's removal, the principal or another district administrator designated by the principal must notify the student's parents, in writing, that the student has been removed from class and why. The notice must also inform the parent that he or she has the right, upon request, to meet informally with the principal or the principal's designee to discuss the reasons for the removal.
- h. The written notice must be provided by personal delivery, express mail delivery, or some other means that is reasonably calculated to assure receipt of the notice within 24 hours of the student's removal at the last known address for the parents. Where possible, notice should also be provided by telephone if the school has been provided with a telephone number(s) for the purpose of contacting parents.
- i. The principal may require the teacher who ordered the removal to attend the informal conference.
- j. If at the informal meeting the student denies the charges, the principal or the principal's designee must explain why the student was removed and give the student and the student's parents a chance to present the student's version of the relevant events. The informal meeting must be held within 48 hours of the student's removal. The timing of the informal meeting may be extended by mutual agreement of the parent and principal.
- k. The principal or the principal's designee may overturn the removal of the student from class if the principal finds any one of the following:
 - i. The charges against the student are not supported by substantial evidence.

- ii. The student's removal is otherwise in violation of law, including the district's code of conduct.
 - iii. The conduct warrants suspension from school pursuant to Education Law §3214 and a suspension will be imposed.
- l. The principal or his or her designee may overturn a removal at any point between receiving the referral form issued by the teacher and the close of business on the day following the 48-hour period for the informal conference, if a conference is requested. No student removed from the classroom by the classroom teacher will be permitted to return to the classroom until the principal makes a final determination, or the period of removal expires, whichever is less.
- m. Any disruptive student removed from the classroom by the classroom teacher shall be offered continued educational programming and activities until he or she is permitted to return to the classroom.
- n. Each teacher must keep a complete log (on a district-provided form) for all cases of removal of students from his or her class.
- o. The principal must keep a log of all removals of students from class.
- p. Removal of a student with a disability, under certain circumstances, may constitute a change in the student's placement. Accordingly, no teacher may remove a student with a disability from his or her class until he or she has verified with the principal or the chairperson of the Committee on Special Education that the removal will not violate the student's rights under state or federal law or regulation.

7. Suspension From School

- a. Suspension from school is a severe penalty, which may be imposed only upon students who are insubordinate, disorderly, violent or disruptive, or whose conduct otherwise endangers the safety, morals, health or welfare of others.
- b. The Board retains its authority to suspend students, but places primary responsibility for the suspension of students with the superintendent and the building principals.
- c. Any staff member may recommend to the superintendent or the principal that a student be suspended. All staff members must immediately report and refer a violent student to the principal or the superintendent for a violation of the code of conduct. All recommendations and referrals shall be made in writing unless the conditions underlying the recommendation or referral warrant immediate attention. In such cases a written report is to be prepared as soon as possible by the staff member recommending the suspension.

- d. The superintendent or principal, upon receiving a recommendation or referral for suspension or when processing a case for suspension, shall gather the facts relevant to the matter and record them for subsequent presentation, if necessary.
 - i. Short-term (5 days or less) suspension from school
 - 1. When the superintendent or principal (referred to as the “suspending authority”) proposes to suspend a student charged with misconduct for five days or less pursuant to Education Law §3214(3), the suspending authority must immediately notify the student orally. If the student denies the misconduct, the suspending authority must provide an explanation of the basis for the proposed suspension. The suspending authority must also notify the student's parents in writing that the student may be suspended from school. The written notice must be provided by personal delivery, express mail delivery, or some other means that is reasonably calculated to assure receipt of the notice within 24 hours of the decision to propose suspension at the last known address for the parents. Where possible, notice should also be provided by telephone if the school has been provided with a telephone number(s) for the purpose of contacting the parents.
 - 2. The notice shall provide a description of the charges against the student and the incident for which suspension is proposed and shall inform the parents of the right to request an immediate informal conference with the principal. Both the notice and informal conference shall be in the dominant language or mode of communication used by the parents. At the conference, the pupil and the person in parental relation to the pupil shall, be authorized to present the pupil’s version of the event and to ask questions of the complaining witnesses.
 - 3. The notice and opportunity for an informal conference shall take place before the student is suspended unless the student's presence in school poses a continuing danger to persons or property or an ongoing threat of disruption to the academic process. If the student's presence does pose such a danger or threat of disruption, the notice and opportunity for an informal conference shall take place as soon after the suspension as is reasonably practicable.
 - 4. After the conference, the principal shall promptly advise the parents in writing of his or her decision. The principal shall advise the parents that if they are not satisfied with the decision and wish to pursue the matter, they must file a written appeal to the superintendent within five business days, unless they can show extraordinary circumstances precluding them from doing so. The

superintendent shall issue a written decision regarding the appeal within 10 business days of receiving the appeal. If the parents are not satisfied with the superintendent's decision, they must file a written appeal to the Board of Education with the district clerk within 15 business days of the date of the superintendents' decision, unless they can show extraordinary circumstances precluding them from doing so. Only final decisions of the Board may be appealed to the Commissioner within 30 days of the decision.

ii. Long-term (more than 5 days) suspension from school

1. When the superintendent or building principal determines that a suspension for more than five days may be warranted, he or she shall give reasonable notice to the student and the student's parents of their right to a fair hearing. At the hearing the student shall have the right to be represented by counsel, the right to question witnesses against him or her and the right to present witnesses and other evidence on his or her behalf.
2. The superintendent shall personally hear and determine the proceeding or may, in his or her discretion, designate a hearing officer to conduct the hearing. The hearing officer shall be authorized to administer oaths and to issue subpoenas in conjunction with the proceeding before him or her. A record of the hearing shall be maintained, but no stenographic transcript shall be required. A tape recording shall be deemed a satisfactory record. The hearing officer shall make findings of fact and recommendations as to the appropriate measure of discipline to the superintendent. The report of the hearing officer shall be advisory only, and the superintendent may accept all or any part thereof.
3. An appeal of the decision of the superintendent may be made to the Board that will make its decision based solely upon the record before it. All appeals to the Board must be in writing and submitted to the district clerk within 15 business days of the date of the superintendent's decision, unless the parents can show that extraordinary circumstances precluded them from doing so. The Board may adopt in whole or in part the decision of the superintendent. Final decisions of the Board may be appealed to the Commissioner within 30 days of the decision.

iii. Permanent suspension

1. Permanent suspension is reserved for extraordinary circumstances such as where a student's conduct poses a life threatening danger to the safety and well-being of other students, school personnel or any other person lawfully on school property or attending a school function.

e. Minimum Periods of Suspension

i. Students who bring a weapon to school

1. Any student, other than a student with a disability, found guilty of bringing a weapon onto school property will be subject to suspension from school for at least one calendar year. Before being suspended, the student will have an opportunity for a hearing pursuant to Education Law §3214. The superintendent has the authority to modify the one-year suspension on a case-by-case basis. In deciding whether to modify the penalty, the superintendent may consider the following:
 - a. The student's age.
 - b. The student's grade in school.
 - c. The student's prior disciplinary record.
 - d. The superintendent's belief that other forms of discipline may be more effective.
 - e. Input from parents, teachers and/or others.
 - f. Other extenuating circumstances.

2. A student with a disability may be suspended only in accordance with the requirements of state and federal law.

ii. Students who commit violent acts other than bringing a weapon to school

1. Any student, other than a student with a disability, who is found to have committed a violent act, other than bringing a weapon onto school property, shall be subject to suspension from school for at least five days. If the proposed penalty is the minimum five-day suspension, the student and the student's parents will be given the same notice and opportunity for an informal conference given to all students subject to a short-term suspension. If the proposed penalty exceeds the minimum five-day suspension, the student and the student's parents will be given the same notice and opportunity for a hearing given to all students subject to a long-term suspension. The superintendent has the authority to modify the minimum five-day suspension on a case-by-case basis. In deciding whether to modify the penalty, the

superintendent may consider the same factors considered in modifying a one-year suspension for possessing a weapon.

2. Any student, other than a student with a disability, who repeatedly is substantially disruptive of the educational process or substantially interferes with the teacher's authority over the classroom, will be suspended from school for at least five days. For purposes of this code of conduct, "repeatedly is substantially disruptive" means engaging in conduct that results in the student being removed from the classroom by teacher(s) pursuant to Education Law §3214(3-a) and this code on four or more occasions during a semester, or three or more occasions during a trimester. If the proposed penalty is the minimum five-day suspension, the student and the student's parent will be given the same notice and opportunity for an informal conference given to all students subject to a short-term suspension. If the proposed penalty exceeds the minimum five-day suspension, the student and the student's parent will be given the same notice and opportunity for a hearing given to all students subject to a long-term suspension. The superintendent has the authority to modify the minimum five-day suspension on a case-by-case basis. In deciding whether to modify the penalty, the superintendent may consider the same factors considered in modifying a one-year suspension for possessing a weapon.

f. Referrals

i. Counseling

1. The Guidance Office shall handle all referrals of students to counseling.

ii. PINS Petitions

1. The district may file a PINS (person in need of supervision) petition in Family Court on any student under the age of 18 who demonstrates that he or she requires supervision and treatment by:
 - a. Being habitually truant and not attending school as required by part one of Article 65 of the Education Law.
 - b. Engaging in an ongoing or continual course of conduct that makes the student ungovernable or habitually disobedient and beyond the lawful control of the school.

- c. Knowingly and unlawfully possesses marijuana in violation of Penal Law § 221.05. A single violation of § 221.05 will be a sufficient basis for filing a PINS petition.

- iii. Juvenile Delinquents and Juvenile Offenders

1. The superintendent is required to refer the following students to the County Attorney for a juvenile delinquency proceeding before the Family Court
2. Any student under the age of 16 who is found to have brought a weapon to school; or
3. Any student 14 or 15 years old who qualifies for juvenile offender status under the Criminal Procedure Law §1.20 (42)
4. The superintendent is required to refer students aged 16 and older or any student 14 or 15 years old who qualifies for juvenile offender status to the appropriate law enforcement authorities.

C. Remote Instruction

In the event that the District must temporarily move to a remote learning environment, the District remains committed to providing a safe and orderly environment where students may receive and district personnel may deliver quality educational services without disruption or interference. [Expectations for student behavior in a virtual classroom are the same as in a regular classroom as set forth in this Code of Conduct.](#)

Remote Learning Guidelines for Students and Parents

For Students

- The privacy and confidentiality of all participants is important. Taking photos, screenshots and/or video is prohibited during the online class, as is posting any portions of the class to social media.
- Please arrive online at the scheduled time, and follow all provided links or passwords to your online class session.
- Find a quiet place, free from distraction (siblings, pets, televisions).
- Maintain respect in both speaking, writing, and appearance.
- Stay on mute. Only unmute if you have a question or something relevant to contribute, and raise your hand or signal to your teacher prior to unmuting.

Levittown Public Schools – Code of Conduct

- When utilizing the chat box, please be considerate, polite, and utilize proper spelling and grammar.
- Keep the video on and maintain eye contact to promote focus.
- Refrain from chewing gum, eating, or drinking in front of the camera.

For Parents/Guardians:

- The privacy and confidentiality of all participants is important. Taking photos, screenshots and/or video is prohibited during the online class, as is posting any portions of the class to social media.
- Please remember that online classes are for students; please refrain from interrupting the learning.
- Any interaction with the teacher and parent should occur by phone or email outside the classroom period.

Disciplinary penalties may include:

- Warning to the student
- Student asked to leave the current online session
- Teacher phone call to parent
- Dean/administrator call to parent
- Student prohibited from participating in online sessions for a period of time
- Student prohibited from participating in online sessions for the remainder of the year

IX. Alternative Instruction

When a teacher removes a student of any age from class, or a student of compulsory attendance age is suspended from school pursuant to Education Law §3214, the district will take immediate steps to provide alternative means instruction for the student.

X. Extra-Curricular and Athletic Participation

A. Misson Statement

The District recognizes the valuable contribution Extra-Curricular and interscholastic activities make to a student's growth and development. For many students, these activities not only provide learning activities in the social and cognitive domains but also often provide motivation for recalcitrant learners to come to school and actively participate in the academic day. To this end, the Levittown School District (hereinafter referred to as "the District") provides a variety of Extra-Curricular activities that complement the educational and athletic development of each student. Parents/guardians and the school community need to work together to provide these activities for our children. This code is not meant to usurp or restrict the responsibility of parents. The Levittown School District feels very strongly that parents must monitor their own children's behavior and impose their own discipline measures beyond those consequences outlined in this document.

This section applies to any and all Levittown School District students who wish to be involved in Extra-Curricular activities offered by Levittown Schools, including all clubs, organizations and athletics.

Extra-Curricular participation is a privilege that carries with it responsibilities to the school, to the team/club, to the student body, and to the community. When a participant accepts this privilege he/she must also live up to the code of conduct beyond that of the general student body, on and off school property. It is imperative that all students abide by the following:

1. Show pride and respect for their school and for their fellow students whom they represent, by being good citizens, good sports, and good students.
2. Be loyal to the school, its coaching/advisory staff and contribute to team/school spirit.
3. Condition properly so that they can safely and adequately meet the physical demands of a sport.
4. Follow training rules that are established by the school and the coach.
5. Be responsible for all equipment issued, take proper care of it and return it at the proper time.
6. Abide by and respect all decisions of officials.
7. Support all school activities to the best of their ability.

B. Eligibility

Extra-Curricular activities are open to all students of the Levittown School District. No person shall be excluded from participation in, be denied the benefits of, or be discriminated against, under any educational program, or activity, or service, in this district,

on the basis of race, color, sex, national origin, creed or religion, marital status, age, or disability.

C. Participation

1. In order to participate in extracurricular programs, students (Grades 7 - 12) must maintain academic standards as determined by the District.
2. In order to participate in Athletics, the student must attend an anti-hazing presentation at a time and place to be determined by the District's Athletic Director.
3. The District also recognizes the amount of time students have is finite and participation in Extra-Curricular and interscholastic activities may create situations where students are drawn away from their homework and studies by after school activities. Since both issues are important, the District will provide a program of report card monitoring and required extra help when students engaged in Extra-Curricular and/or interscholastic activities are found to be failing, or in jeopardy of failing in their studies. For specific information regarding this issue, refer to Levittown Public Schools Board of Education Regulation #5200, adopted on October 28, 1998 and Revised on February 17, 1999.
4. Except for those instances when a student is attending extra help sessions, attendance at all athletic practices and games is mandatory. Only the coach can excuse an athlete from either practice or games. It is the athlete's responsibility to notify the coach in the event it becomes necessary to miss a practice or a game. In the event of an unauthorized absence from or lateness to a game or practice, the athlete may be suspended from the team. Attending an extra help session is an excused absence.
5. During the participation in practices, meetings, events and games, all injuries must be reported immediately so that the coach/advisor can file the appropriate report. Students should be aware that parental consent must be available for emergency hospital treatment. It is understood that voluntary participation in all sports requires an acceptance of risk of possible injury. Students can help make the game safer by using techniques which are legal and proper and which will not cause injury. The coaching staff is made up of professionals certified by the State who will continually and repeatedly teach techniques that are fundamental to the sport.
6. Club advisors can mandate that a student must participate in a certain number of meetings/events in order to be counted among that club's membership, however students who attend extra help sessions will not have that counted against them, as long as they provide the advisor with proof of attendance at the aforementioned extra help sessions.
7. Students who fail physical education class cannot participate in athletic competition until a passing grade is attained.

D. Transportation

When the school provides transportation, all students will travel to and from the scheduled event on school transportation, unless they are released to their parents or legal guardian due to an emergency or unusual circumstance. The decision to release a student to the parents or legal guardians is at the discretion

of the advisor or coach.

E. Vacations/Absences From School

1. If a student misses scheduled events/activities/practices/games due to vacations with parents while school is in session, those absences will be considered unexcused.
2. In the event five consecutive days of school are missed, and a doctor's note stating the student is fit to participate in athletics is not presented, athletes must report to the school nurse and arrange for re-examination by the school physician before he or she may again join the team.
3. A student who has not been legally present in school may not participate in any Extra-Curricular activities, including proms, during that day.

F. Equipment

1. The Board of Education supplies equipment for athletic programs in the district. All equipment issued must be maintained in good condition and returned at the completion of the season, without any alteration by athletes. If lost or damaged, equipment must be replaced or payment must be made to the school district. It is the responsibility of each athlete to safeguard his/her equipment against theft. An athlete may not participate on another team until all equipment is handed in or paid for.
2. The school district is not responsible for students' personal property at Extra-Curricular activities.

G. Student and Parent Contract

1. The privilege of participation carries the responsibility of adherence to the Code of Conduct. As representatives of Levittown Schools, participants are expected to display exemplary conduct at all times, whether or not engaged in a formal activity.
2. Parents, participants and spectators are prohibited from smoking at school-sponsored events and on school grounds, whether it is inside the school or outside on the playing fields.
3. The Code of Conduct establishes the standards expected for participants in all Extra-Curricular activities. Failure to conform to the Code of Conduct will result in appropriate disciplinary action. A student agreement, parental permission slip and interscholastic health information form (athletics only) must be presented prior to Extra-Curricular involvement.

H. Enforcement

The Extra-Curricular Code of Conduct is enforced during the school year, twenty-four (24) hours a day, seven days a week, while participant is enrolled in high school or middle school, **as long as there is a nexus between the student's conduct and school**. The Code is also in effect and enforced during school-supervised Extra-Curricular activities and events occurring over school recesses and the summer break. Consequences for code

violations that occur in the summer/off-season will be enforced at the beginning of the school year/season.

I. Code of Conduct Violations

Violation of the Code of Conduct under this section will occur when students:

1. Conduct themselves in any way that would otherwise be a violation of the Levittown Schools Code of Conduct.
2. Are involved in threatening, hazing activities, and personal misconduct that involves police or court action whether during or outside school hours or sport seasons.
3. Are involved in bullying, cyber-bullying, discrimination, racial discrimination, or harassment in any form.
4. Attend a party or other gathering (unless accompanied at all times by the participant's parent/guardian) where alcohol or illegal drugs are available for consumption by the participant or any underage individual in attendance. A participant should leave a party or gathering immediately upon knowing of, or detecting by use of any of the participant's senses, the availability of alcohol or illegal drugs at the party or gathering. If a nexus is found to exist between school and the party or gathering, any student who decides to remain at the party or gathering may be questioned about his or her involvement and discipline measures may be enacted if a student has been found to be a participant or organizer during which illegal actions occur.
5. Consume, possess, use, purchase, sell, conceal, or transmit alcohol, any controlled substance, inhalant, paraphernalia, intoxicant, or any illegal drugs on school property or during school-sponsored events.
6. Use, possess or distribute tobacco products on school grounds or at school-sponsored events
7. Use, possess, or distribute firearms, dangerous weapon(s) or explosive devices on school grounds or at school-sponsored events.

J. Code Violation Consequences

In addition to suspension/detentions meted out by school administration, students may be subject to suspension from extracurricular activities, including but not limited to clubs and sports. Students who violate the Drug and Alcohol portion of this Code (offenses #4 and #5 listed above), and who wish to participate in any Extra-Curricular activity must, in addition to any other consequence provided herein, attend Substance Abuse counseling, to be arranged by the school district. Students who violate offense #6, listed above, may continue to participate in Extra-Curricular activities, provided they attend and continue to attend a smoking/tobacco cessation program and do so for a minimum of 10 weeks. Attendance in the program is subject to verification by school personnel.

K. Suspension

Students enrolled in Extra-Curricular activities who are under suspension from school may not participate in practices, contests, productions, performances, meetings, field trips, etc., sponsored by the Extra-Curricular activity.

L. Appeal Panel

1. An administrator shall be appointed by the Principal to investigate suspected violations of the Code of Conduct under this section, and shall render a decision within two weeks.
2. A student/parent may appeal the decision of the Principal or the Principal's designee by requesting review by an Appeal Panel.
3. The principal will establish the Appeal Panel annually. It will include, but is not limited to:
 - ❑ An assistant principal/dean of students
 - ❑ The building athletic director
 - ❑ A guidance counselor
 - ❑ A coach
 - ❑ A co-curricular advisor
 - ❑ The on-site drug and alcohol counselor.
4. The original administrator investigating the claim shall not be a voting member of the committee, but will make a full report as to his or her findings regarding this incident and may be present at all times.
5. A student charged with a violation of this Code will be given a written notice of violation. The student may appear before, and be heard by the Appeal Panel, with or without a representative.
6. The Panel may, in its discretion, conduct further investigation, including requesting the appearance before it, of the alleged violator and/or witnesses with information concerning the alleged violations.
7. Decisions rendered by the Appeal Panel will require a simple majority vote based on the evidence presented.
8. The student may appeal the decision by presenting a written request to the building principal within 2 days after receiving the notice of violation.
9. The Appeal Panel is not bound by formal rules of evidence or procedure in the conduct of its investigations and deliberations, and there is no right on the part of the participant to record the proceedings or to confront or cross-examine witnesses.
10. The Appeal Panel may withhold awards or honors pending its decision.
11. A participant may request review by the Assistant Superintendent for Administration of a decision by the Appeal Panel finding a Code violation. Such a request must be in writing and given to the principal with 2 days of being notified of the Appeal Panel's decision. The participant shall have the right to appear before the Assistant Superintendent

Levittown Public Schools – Code of Conduct

for Administration, with or without a representative. The Assistant Superintendent for Administration's decision in the matter is final. Pending the Assistant Superintendent's review and decision, the decision of the Appeal Panel shall remain in full force and effect.

XI. Discipline of Students with Disabilities

The Board recognizes that it may be necessary to suspend, remove or otherwise discipline students with disabilities to address disruptive or problem behavior. The Board also recognizes that students with disabilities enjoy certain procedural protections whenever school authorities intend to impose discipline upon them. The Board is committed to ensuring that the procedures followed for suspending, removing or otherwise disciplining students with disabilities are consistent with the procedural safeguards required by applicable laws and regulations.

This code of conduct affords students with disabilities subject to disciplinary action no greater or lesser rights than those expressly afforded by applicable federal and state laws and regulations.

A. Authorized Suspensions or Removals of Students with Disabilities

1. For purposes of this section of the code of conduct, the following definitions apply

- a. A "suspension" means a suspension pursuant to Education Law § 3214.
- b. A "removal" means a removal for disciplinary reasons from the student's current educational placement other than a suspension and change in placement to an interim alternative educational setting (IAES) ordered by an impartial hearing officer because the student poses a risk of harm to himself or herself or others.
- c. An "IAES" means a temporary educational placement for a period of up to 45 days, other than the student's current placement at the time the behavior precipitating the IAES placement occurred, that enables the student to continue to progress in the general curriculum, although in another setting, to continue to receive those services and modifications, including those described on the student's current individualized education program (IEP), that will enable the student to meet the goals set out in such IEP, and include services and modifications to address the behavior which precipitated the IAES placement that are designed to prevent the behavior from recurring. "Weapon" means the same as "dangerous weapon" under 18 U.S.C. § 930 (g) (w) which includes "a weapon, device, instrument, material or substance, animate or inanimate, that is used for, or is readily capable of, causing death or serious bodily injury, except ... [for] a pocket knife with a blade of less than 2 1/2 inches in length."
- d. "Controlled substance" means a drug or other substance identified in certain provisions of the federal Controlled Substances Act specified in both federal and state law and regulations applicable to this policy.
- e. "Illegal drugs" means a controlled substance except for those legally possessed or used under the supervision of a licensed health-care

professional or that is legally possessed or used under any other authority under the Controlled Substances Act or any other federal law.

2. School personnel may order the suspension or removal of a student with a disability from his or her current educational placement as follows:
 - a. The Board, the district (BOCES) superintendent of schools or a building principal may order the placement of a student with a disability into an IAES, another setting or suspension for a period not to exceed five consecutive school days and not to exceed the amount of time a non-disabled student would be subject to suspension for the same behavior, subject to the provisions of paragraph 4(d) of this Section.
 - b. The superintendent may order the placement of a student with a disability into an IAES, another setting or suspension for up to 10 consecutive school days, inclusive of any period in which the student has been suspended or removed under subparagraph (a) above for the same behavior, if the superintendent determines that the student has engaged in behavior that warrants a suspension and the suspension or removal does not exceed the amount of time non-disabled students would be subject to suspension for the same behavior.
 - c. The superintendent may order additional suspensions of not more than 10 consecutive school days in the same school year for separate incidents of misconduct, as long as those removals do not constitute a change of placement.
 - d. The superintendent may order the placement of a student with a disability in an IAES to be determined by the committee on special education (CSE), for the same amount of time that a student without a disability would be subject to discipline, but not more than 45 days, if the student (a) carries or possesses a weapon to school or to a school function, (b) knowingly possesses or uses illegal drugs or sells or solicits the sale of a controlled substance while at school or a school function, or (c) causes serious bodily injury to another student or staff member.
3. Subject to specified conditions required by both federal and state law and regulations, an impartial hearing officer may order the placement of a student with a disability in an IAES setting for up to 45 days at a time, if maintaining the student in his or her current educational placement poses a risk of harm to the student or others.
4. Change of Placement Rule
 - a. A disciplinary change in placement means a suspension or removal from a student's current educational placement that is either:
 - b. for more than 10 consecutive school days; or

- c. for a period of 10 consecutive school days or less if the student is subjected to a series of suspensions or removals that constitute a pattern because they cumulate to more than 10 school days in a school year and because of such factors as the length of each suspension or removal, the total amount of time the student is removed and the proximity of the suspensions or removals to one another.
- d. School personnel may not suspend or remove a student with disabilities if imposition of the suspension or removal would result in a disciplinary change in placement based on a pattern of suspension or removal.

However, the district may impose a suspension or removal, which would otherwise result in a disciplinary change in placement, if the Manifestation Team has determined that the behavior was not a manifestation of the student's disability, or if the student is placed in an IAES for behavior involving weapons, illegal drugs or controlled substances or causing bodily injury to others.

B. Special Rules Regarding the Suspension or Removal of Students with Disabilities

1. The district's Committee on Special Education shall:

- a. Conduct functional behavioral assessments to determine why a student engages in a particular behavior, and develop or review behavioral intervention plans whenever the district is first suspending or removing a student with a disability for more than 10 school days in a school year or imposing a suspension or removal that constitutes a disciplinary change in placement, including a change in placement to an IAES, for misconduct involving weapons, illegal drugs or controlled substances.
- b. If subsequently, a student with a disability who has a behavioral intervention plan and who has been suspended or removed from his or her current educational placement for more than 10 school days in a school year is subjected to a suspension or removal that does not constitute a disciplinary change in placement, the members of the CSE shall review the behavioral intervention plan and its implementation to determine if modifications are necessary.
- c. If one or more members of the CSE believe that modifications are needed, the school district shall convene a meeting of the CSE to modify such plan and its implementation, to the extent the committee determines necessary.

- 2. The parents of a student who is facing disciplinary action, but who has not been determined to be eligible for services under IDEA and Article 89 at the time of misconduct, shall have the right to invoke applicable procedural safeguards set forth in federal and state laws and regulations if, in accordance with federal and state statutory and regulatory criteria, the school district is deemed to have had knowledge that their child was a student with a disability before the behavior precipitating disciplinary

action occurred. If the district is deemed to have had such knowledge, the student will be considered a student presumed to have a disability for discipline purposes.

- a. The superintendent, building principal or other school official imposing a suspension or removal shall be responsible for determining whether the student is a student presumed to have a disability.
 - b. A student will not be considered a student presumed to have a disability for discipline purposes if, upon receipt of information supporting a claim that the district had knowledge the student was a student with a disability, the district either:
 - i. conducted an individual evaluation and determined that the student is not a student with a disability, or
 - ii. determined that an evaluation was not necessary and provided notice to the parents of such determination, in the manner required by applicable law and regulations.
 - c. If there is no basis for knowledge that the student is a student with a disability prior to taking disciplinary measures against the student, the student may be subjected to the same disciplinary measures as any other non-disabled student who engaged in comparable behaviors.
3. However, if a request for an individual evaluation is made while such non-disabled student is subjected to a disciplinary removal, an expedited evaluation shall be conducted and completed in the manner prescribed by applicable federal and state laws and regulations. Until the expedited evaluation is completed, the non-disabled student who is not a student presumed to have a disability for discipline purposes shall remain in the educational placement determined by the district, which can include suspension.
4. The district shall provide parents with notice of disciplinary removal no later than the date on which a decision is made to change the placement of a student with a disability to an IAES for either misconduct involving weapons, illegal drugs or controlled substances or serious bodily injury because maintaining the student in his/her current educational setting poses a risk of harm to the student or others; or a decision is made to impose a suspension or removal that constitutes a disciplinary change in placement. The procedural safeguards notice prescribed by the Commissioner shall accompany the notice of disciplinary removal.
5. The parents of a student with disabilities subject to a suspension of five consecutive school days or less shall be provided with the same opportunity for an informal conference available to parents of non-disabled students under the Education Law.
6. Superintendent hearings on disciplinary charges against students with disabilities subject to a suspension of more than five school days shall be bifurcated into a guilt

phase and a penalty phase in accordance with the procedures set forth in the Commissioner's regulations incorporated into this code.

7. The removal of a student with disabilities other than a suspension or placement in an IAES shall be conducted in accordance with the due process procedures applicable to such removals of non-disabled students, except that school personnel may not impose such removal for more than 10 consecutive days or for a period that would result in a disciplinary change in placement, unless the Manifestation Team has determined that the behavior is not a manifestation of the student's disability.
8. During any period of suspension or removal, including placement in an IAES, students with disabilities shall be provided services as required by the Commissioner's regulations incorporated into this code.

C. Expedited Due Process Hearings

1. An expedited due process hearing shall be conducted in the manner specified by the Commissioner's regulations incorporated into this code, if:
 - a. The district requests such a hearing to obtain an order of an impartial hearing officer placing a student with a disability in an IAES where school personnel maintain that it is dangerous for the student to be in his or her current educational placement, or during the pendency of due process hearings where school personnel maintain that it is dangerous for the student to be in his or her current educational placement during such proceedings.
 - b. The parent requests such a hearing from a determination that the student's behavior was not a manifestation of the student's disability, or relating to any decision regarding placement, including but not limited to any decision to place the student in an IAES.
 - i. During the pendency of an expedited due process hearing or appeal regarding the placement of a student in an IAES for behavior involving weapons, illegal drugs or controlled substances, serious bodily injury, or on grounds of dangerousness, or regarding a determination that the behavior is not a manifestation of the student's disability for a student who has been placed in an IAES, the student shall remain in the IAES pending the decision of the impartial hearing officer or until expiration of the IAES placement, whichever occurs first, unless the parents and the district agree otherwise.
 - ii. If school personnel propose to change the student's placement after expiration of an IAES placement, during the pendency of any proceeding to challenge the proposed change in placement, the student shall remain in the placement prior to removal to the IAES, except where the student is again placed in an IAES.

2. An expedited due process hearing shall be completed within 15 business days of receipt of the request for a hearing. Although the impartial hearing officer may grant specific extensions of such time period, he or she must mail a written decision to the district and the parents within five business days after the last hearing date, and in no event later than 45 calendar days after receipt of the request for a hearing, without exceptions or extensions.
3. Referral to law enforcement and judicial authorities
 - a. In accordance with the provisions of IDEA and its implementing regulations:
 1. The district may report a crime committed by a child with a disability to appropriate authorities, and such action will not constitute a change of the student's placement.
 2. The superintendent shall ensure that copies of the special education and disciplinary records of a student with disabilities are transmitted for consideration to the appropriate authorities to which a crime is reported.

XII. Corporal Punishment

Corporal punishment is any act of physical force or punishment upon a student for the purpose of punishing that student. Corporal punishment of any student by any district employee is strictly forbidden.

However, in situations where alternative procedures and methods that do not involve the use of physical force cannot reasonably be used, reasonable physical force may be used to:

1. Protect oneself, another student, teacher or any person from physical injury.
2. Protect the property of the school or others.
3. Restrain or remove a student whose behavior interferes with the orderly exercise and performance of school district functions, powers and duties, if that student has refused to refrain from further disruptive acts.

The district will file all complaints about the use of corporal punishment with the Commissioner of Education in accordance with Commissioner's regulations.

XIII. Student Searches and Interrogations

The Board of Education is committed to ensuring an atmosphere on school property and at school functions that is safe and orderly. To achieve this kind of environment, any school official authorized to impose a disciplinary penalty on a student may question a student about an alleged violation of law or the district code of conduct. Students are not entitled to any sort of "Miranda" -type warning before being questioned by school officials, nor are school officials required to contact a student's parent before questioning the student. However, school officials will tell all students why they are being questioned.

In addition, the Board authorizes the superintendent, building principals, the school nurse and district security officials to conduct searches of students and their belongings if the authorized school official has reasonable suspicion to believe that the search will result in evidence that the student violated the law or the district code of conduct.

An authorized school official may conduct a search of a student's belongings that is minimally intrusive, such as touching the outside of a book bag, without reasonable suspicion, so long as the school official has a legitimate reason for the very limited search.

The building principal (or, in the absence of, the principal's designee) may search a student or the student's belongings based upon information received from a reliable informant. Individuals, other than the district employees, will be considered reliable informants if they have previously supplied information that was accurate and verified, or they make an admission against their own interest, or they provide the same information that is received independently from other sources, or they appear to be credible and the information they are communicating relates to an immediate threat to safety. District employees will be considered reliable informants unless they are known to have previously supplied information that they knew was not accurate.

Before searching a student or the student's belongings, the authorized school official should attempt to get the student to admit that he or she possesses physical evidence that they violated the law or the district code, or get the student to voluntarily consent to the search. Searches will be limited to the extent necessary to locate the evidence sought. Strip searches of students are prohibited.

Whenever practicable, searches will be conducted in the privacy of administrative offices and students will be present when their possessions are being searched.

A. Cars/Vehicles

All vehicles entering school grounds shall be subject to search to ensure the safety and security of students, staff, and visitors. Students who are issued a parking permit are subject to all applicable District rules and regulations and are subject to search by authorized school officials and District Campus Patrol Security Officers if there is a reasonable suspicion that the search would turn up evidence that the student broke the law or school rules.

B. Student Lockers, Desks and other School Storage Places

The rules in this code of conduct regarding searches of students and their belongings do not apply to student lockers, desks and other school storage places. Students have no reasonable expectation of privacy with respect to these places and school officials retain complete control over them. This means that student lockers, desks and other school storage places may be subject to search at any time by school officials, without prior notice to students and without their consent.

C. Documentation of Searches

The authorized school official conducting the search shall be responsible for promptly recording the following information about each search:

1. Name, age and grade of student searched.
2. Reasons for the search.
3. Name of any informant(s).
4. Purpose of search (that is, what item(s) were being sought).
5. Type and scope of search.
6. Person conducting search and his or her title and position.
7. Witnesses, if any, to the search.
8. Time and location of search.
9. Results of search (that is, what items(s) were found).
10. Disposition of items found.
11. Time, manner and results of parental notification.

The building principal or the principal's designee shall be responsible for the custody, control and disposition of any illegal or dangerous item taken from a student. The principal or his or her designee shall clearly label each item taken from the student and retain control of the item(s), until the items is turned over to the police. The principal or his or her designee shall be responsible for personally delivering dangerous or illegal items to police authorities.

D. Police Involvement in Searches and Interrogations of Students

District officials are committed to cooperating with police officials and other law enforcement authorities to maintain a safe school environment. Police officials, however, have limited authority to interview or search students in schools or at school functions, or to use school facilities in connection with police work. Police officials may enter school property or a school function to question or search a student or to conduct a formal investigation involving students only if they have:

1. A search or an arrest warrant; or
2. Probable cause to believe a crime has been committed on school property or at a school function; or
3. Been invited by school officials.

Before police officials are permitted to question or search any student, the building principal or his or her designee shall first try to notify the student's parent to give the parent the opportunity to be present during the police questioning or search. If the student's parent cannot be contacted prior to

the police questioning or search, the questioning or search shall not be conducted. The principal or designee will also be present during any police questioning or search of a student on school property or at a school function.

Students who are questioned by police officials on school property or at a school function will be afforded the same rights they have outside the school. This means:

1. They must be informed of their legal rights.
2. They may remain silent if they so desire.
3. They may request the presence of an attorney.

E. Child Protective Services Investigations

Consistent with the district's commitment to keep students safe from harm and the obligation of school officials to report to child protective services when they have reasonable cause to suspect that a student has been abused or maltreated, the district will cooperate with local child protective services workers who wish to conduct interviews of students on school property relating to allegations of suspected child abuse, and/or neglect, or custody investigations.

All requests by child protective services to interview a student on school property shall be made directly to building principal or his or her designee. The principal or his or her designee shall set the time and place of the interview. The principal or designee shall decide if it is necessary and appropriate for a school official to be present during the interview, depending on the age of the student being interviewed and the nature of the allegations. If the nature of the allegations is such that it may be necessary for the student to remove any of his or her clothing in order for the child protective services worker to verify the allegations, the school nurse or other district medical personnel must be present during that portion of the interview. No student may be required to remove his or her clothing in front of a child protective services worker or school district official of the opposite sex.

A child protective services worker may not remove a student from school property without a court order, unless the worker reasonably believes that the student would be subject to immediate danger of abuse if not he or she were not removed from school before a court order can reasonably be obtained. If the worker believes the student would be subject to immediate danger of abuse, the worker may remove the student without a court order and without the parent's consent upon providing the District with a signed written statement to that effect.

XIV. Visitors to the Schools

The building principal or his or her designee is responsible for all persons in the building and on the grounds. For these reasons, the following rules apply to visitors to the schools:

1. Anyone who is not a regular staff member or student of the school will be considered a visitor.
2. All visitors to the school must be cleared through the security vestibule upon arrival. There they will be required to present photo ID and will be issued a visitor's identification badge, which must be worn at all times while in the school or on school grounds. The visitor must return the identification badge to the security desk before leaving the building.
3. Any unauthorized person on school property will be reported to the principal or his or her designee. Unauthorized persons will be asked to leave. The police may be called if the situation warrants.
4. All visitors are expected to follow the directions of district staff members during safety drills (fire, lockdown, etc.)
5. All visitors are expected to abide by the rules for public conduct on school property contained in this code of conduct.

XV. Public Conduct on School Property

The district is committed to providing an orderly, respectful environment that is conducive to learning. To create and maintain this kind of an environment, it is necessary to regulate public conduct on school property and at school functions. For purposes of this section of the code, "public" shall mean all persons when on school property or attending a school function including students, teachers and district personnel.

The restrictions on public conduct on school property and at school functions contained in this code are not intended to limit freedom of speech or peaceful assembly. The district recognizes that free inquiry and free expression are indispensable to the objectives of the district. The purpose of this code is to maintain public order and prevent abuse of the rights of others.

All persons on school property or attending a school function shall conduct themselves in a respectful and orderly manner. In addition, all persons on school property or attending a school function are expected to be properly attired for the purpose they are on school property.

A. Prohibited Conduct

No person, either alone or with others, shall:

1. Intentionally injure any person or threaten to do so.
2. Intentionally damage or destroy school district property or the personal property of a teacher, administrator, other district employee or any person lawfully on school property, including graffiti or arson.
3. Disrupt the orderly conduct of classes, school programs or other school activities.
4. Distribute or wear materials on school grounds or at school functions that are obscene, advocate illegal action, appear libelous, obstruct the rights of others, or are disruptive to the school program.
5. Intimidate, harass or discriminate against any person on the basis of race, color, creed, national origin, religion, age, gender, sexual orientation or disability.
6. Enter any portion of the school premises without authorization or remain in any building or facility after it is normally closed.
7. Obstruct the free movement of any person in any place to which this code applies.
8. Violate the traffic laws, parking regulations or other restrictions on vehicles;
9. Possess, consume, sell, distribute or exchange tobacco products, electronic vaping devices, alcoholic beverages, controlled substances, or be under the influence of either on school property or at a school function.
10. Possess or use weapons in or on school property or at a school function, except in the case of law enforcement officers or except as specifically authorized by the school district.
11. Loiter on or about school property.
12. Gamble on school property or at school functions.
13. Refuse to comply with any reasonable order of identifiable school district officials performing their duties.
14. Willfully incite others to commit any of the acts prohibited by this code.

15. Violate any federal or state statute, local ordinance or Board policy while on school property or while at a school function.

B. Penalties

Persons who violate this code shall be subject to the following penalties:

1. Visitors - Their authorization, if any, to remain on school grounds or at the school function shall be withdrawn and they shall be directed to leave the premises. If they refuse to leave, they shall be subject to ejection and possible criminal prosecution.
2. Students - They shall be subject to disciplinary action as the facts may warrant, in accordance with the due process requirements.
3. Tenured faculty members - They shall be subject to disciplinary action as the facts may warrant in accordance with Education Law §3020-a or any other legal rights that they may have.
4. Staff members in the classified service of the civil service entitled to the protection of Civil Service Law §75 - They shall be subject to immediate ejection and to disciplinary action as the facts may warrant in accordance with Civil Service Law §75 or any other legal rights that they may have.
5. Staff members other than those described in subdivisions 4 and 5 - They shall be subject to warning, reprimand, suspension or dismissal as the facts may warrant in accordance with any legal rights they may have.

C. Enforcement

The building principal or his or her designee shall be responsible for enforcing the conduct required by this code.

When the building principal or his or her designee sees an individual engaged in prohibited conduct, which in his or her judgment does not pose any immediate threat of injury to persons or property, the principal or his or her designee shall tell the individual that the conduct is prohibited and attempt to persuade the individual to stop. The principal or his or her designee shall also warn the individual of the consequences for failing to stop. If the person refuses to stop engaging in the prohibited conduct, or if the person's conduct poses an immediate threat of injury to persons or property, the principal or his or her designee shall have the individual removed immediately from school property or the school function. If necessary, local law enforcement authorities will be contacted to assist in removing the person.

The district shall initiate disciplinary action against any student or staff member, as appropriate, with the "Penalties" section above. In addition, the district reserves its right to pursue a civil or criminal legal action against any person violating the code.

XVI. Dissemination and Review

A. Dissemination of Code of Conduct

The Board will work to ensure that the community is aware of this code of conduct by:

1. The code of conduct will be reviewed with students at the beginning of each school year.
2. The code of conduct will be made available to all parents at the beginning of the school year.
3. A summary of the code of conduct written in plain language will be mailed to all parents of district students before the beginning of the school year and making this summary available later upon request.
4. The code of conduct will be made available to all current teachers and other staff members..
5. Providing all new employees with a copy of the current code of conduct when they are first hired.
6. Copies of the code will be available for review by students, parents and other community members.

The Board of Education will review this code of conduct every year and update it as necessary. In conducting the review, the Board will consider how effective the code's provisions have been and whether the code has been applied fairly and consistently.

The Board may appoint an advisory committee to assist in reviewing the code and the district's response to code of conduct violations. The committee will be made up of representatives of student, teacher, administrator, and parent organizations, school safety personnel and other school personnel.

Before adopting any revisions to the code, the Board will hold at least one public hearing at which school personnel, parents, students and any other interested party may participate.

The District shall post the complete Code of Conduct (with all amendments and annual updates) on the District's website. The District shall file a copy of its Code of Conduct and any amendments with the Commissioner, in a manner prescribed by the Commissioner, no later than thirty (30) days after their respective adoption.

The code of conduct and any amendments to it will be filed with the Commissioner no later than 30 days of adoption.

Levittown School District Extra-Curricular Code of Conduct

Student/Parent/School Contract

PARENT AND STUDENT MUST SIGN BELOW

I have read and understand the Levittown School District Extra-Curricular Code of Conduct and this form. I accept my responsibilities to them.

Signature of Student

Date

I have read and understand the Levittown School District Extra-Curricular Code of Conduct and this form. I accept my responsibilities to them. I request and give my permission for _____ to participate in any and all Extra-Curricular activities.

Signature of Parent

Date

A student/athlete may not participate in try-outs, practice or contests until this signed permission form is on file with the school. Please sign above, detach from the Code of Conduct, and return this form to the coach/club advisor.

LEVITTOWN PUBLIC SCHOOLS
Code of Conduct Summary - September 2023

3.47.a

This summary of the school district Code of Conduct has been developed as required by the New York State SAVE Act and will be distributed to students and parents at the beginning of the school year. The entire code is available at the Levittown District Website (www.Levittownschoools.com). This Code has been adopted by the Board of Education and submitted to the New York State Education Department as required by law. The Code applies to all students, school personnel, parents, and other visitors when on school property (including school buses and vehicles) or attending school functions and extracurricular activities. The Code contains the following provisions:

- Appropriate conduct, dress and language when on school property, including school functions and extracurricular activities as well as appropriate range of disciplinary procedures that may be imposed for violations of the Code.
- Acceptable civil and respectful treatment of teachers, administrators, other school personnel, students, and visitors on school property or at school functions and extracurricular activities as well as roles of teachers, coaches, administrators, other school personnel, the Board of Education and parents.
- Standards and procedures to assure the security and safety of students and school personnel.
- Standards for remote learning.
- Provisions for the removal from the classroom, school property (including school functions and extracurricular activities) detention, suspension of students or other persons who violate the Code or who possess or use illegal substances or weapons, use of physical force, vandalize school property, or violate another student's civil rights, or threaten violence.
- Provisions for the removal of students from the classroom, including plans to ensure continued educational programming and activities for such students.
- Procedures by which violations are reported, determined, discipline measures imposed, and such measures carried out.
- Procedures by which students may be suspended or removed from participation in extracurricular activities, including sports.
- Procedures by which students may be disciplined in school for events that take place out of school when a connection to school exists.
- Provisions that ensure that enforcement of the Code is in compliance with state and federal laws relating to students with disabilities.
- Procedures for notifying local law enforcement agencies of Code violations which constitute a crime.
- Provisions for notifying persons in parental relation to the student of Code violations by the student.
- Provisions and procedures by which a complaint in criminal court, a juvenile delinquency petition or person in need of supervision petition as defined in Article Three and Seven of the Family Court Act will be filed.
- Circumstances under and procedures by which referral to appropriate human services agencies will be made.
- A minimum suspension period, for students who repeatedly are substantially disruptive of the educational process or substantially interfere with the teacher's authority over the classroom will be suspended from school for at least five days. The suspending authority may reduce such period on a case-by-case basis to be consistent with any other state or federal laws.
- Provisions by which students may be searched.

Please review the Code of Conduct on the district website and then sign and return the portion below:

I have read and understand the complete version of the Levittown School District Code of Conduct from the district website :

Student Name (please print): _____ School _____

Student Signature

Date

Parent/Guardian Signature

Date

Please return this tear-off to your child's classroom teacher (elementary) or 1st period teacher (secondary) no later than September 15, 2023. Thank you.

Attachment: Code of Conduct 2023-2024 Reviewed July 2023 (4945 : District Code of Conduct)

PURCHASING POLICY & PROCEDURES MANUAL

OF THE

LEVITTOWN UNION FREE SCHOOL DISTRICT

Todd Winch
Superintendent of Schools

Revised Purchasing Policy
July 1, 2023

TABLE OF CONTENTS

PURCHASING POLICY AND PROCEDURES MANUAL

INTRODUCTION	3
PURCHASING POLICY AND REGULATIONS	
General	4
PURCHASING PROCEDURES	
Determining Subjectivity to Competitive Bidding	6
Installment Purchase Contracts & Leases	8
Special Areas	9
PROCUREMENT OF MATERIALS UNDER BID LIMITS	
Commodities, Equipment or Goods	10
Public Works Contracts	11
REJECTION OF LOW BIDDER	11
SAFEGUARDS	
Internal Control	12
Review	12
PURCHASING PROCESS	
Requisition	12
Purchase Order	13
Transfers	13
Blanket Orders	13
Confirming Orders	13
Quotes and RFP	13
PURCHASES CHARGED TO A FEDERAL AWARD	13

PURCHASING POLICY AND PROCEDURES MANUAL

INTRODUCTION

The objective of the Board of Education is to establish purchasing policies and procedures for the procurement of goods and services economically and efficiently of the appropriate quality, in the appropriate quantity, from the most appropriate source, at the best possible price, in compliance with all applicable federal, state and local requirements, and to ensure that all purchases fall within the framework of budgetary limitations.

The Board seeks to purchase competitively, without prejudice, favoritism, improvidence, extravagance, fraud or corruption. It is the policy of this District that all qualified suppliers shall have equal opportunity to bid on the requirements of the School District.

The Purchasing Policy and Procedures Manual has been prepared at the direction of the Board of Education as a statement of policy on which our purchasing practices and procedures are based. It will serve as a guide to the Board, to our staff and to interested residents of the District.

PURCHASING POLICY AND REGULATIONS

GENERAL

The Purchasing Agent, Bonnie Pampinella, shall be responsible for developing and administering the purchasing programs of the district. Yearly, the Board of Education appoints a Purchasing Agent for the district. In his/her absence, the Board has designated the Assistant Superintendent for Business and Finance to act as Purchasing Agent.

Competitive bids or quotations shall be solicited in connection with all purchases as defined by this policy and applicable law. Contracts shall be awarded to the lowest responsible bidder complying with specifications and with other bidding conditions stipulated by Section 103, General Municipal Law, except as permitted by law.

All purchase contracts for materials, equipment, or supplies involving an anticipated expenditure of or over \$20,000 annually, and all public work contracts involving over \$35,000 shall be put out for bid and awarded on the basis of competitive bidding. Purchase contracts and public works contracts subject to competitive bidding will be awarded to the lowest responsible bidder, however, the Board authorizes that purchase contracts may be awarded on the basis of best value, as defined in State Finance Law §163. Other exceptions to competitive bidding are outlined below. The Purchasing Agent or her designated representative together with at least one other individual, is authorized to open bids and record the same pursuant to law, and will be awarded only after responsible bids have been received in response to a public advertisement soliciting formal bids. Similar procurements to be made in a fiscal year will be grouped together for the purpose of determining whether a particular item must be bid.

Opportunities shall be provided to all responsible suppliers to do business with the school district. Suppliers whose place of business is situated within the district may be given preferential consideration only when bids or quotations on an item or service are identical as to price, quality and other factors.

Where permitted by law, purchases will be made through available cooperatives, BOCES bids, or by "piggybacking" onto contracts of the New York State Office of General Services (OGS) departments or agencies of New York State, New York State county, or any state or any county or political subdivision or district therein, whenever such purchases are in the best interests of the District or will result in cost savings to the district. In addition, the district will make purchases from correctional institutions and severely disabled persons through charitable or non-profit-making agencies, as provided by law.

In accordance with law, the district shall give a preference in the purchase of instructional materials to vendors who agree to provide materials in alternative formats. The term "alternative format" shall mean any medium or format for the presentation of

instructional materials, other than a traditional print textbook, that is needed as an accommodation for a disabled student enrolled in the district (or program of a BOCES), including but not limited to Braille, large print, open and closed captioned, audio, or an electronic file in a format compatible with alternative format conversion software that is appropriate to meet the needs of the individual student.

The Board is also aware of the need to reduce exposure of students and staff to potentially harmful chemicals and substances used in cleaning and maintenance. In accordance with law, regulation and guidelines set forth by the Office of General Services (OGS), the district will purchase and utilize environmentally sensitive cleaning and maintenance products in its facilities whenever feasible. Cleansers purchased must, first and foremost, be effective so that the district may continue to purchase non-green products as necessary. Environmentally sensitive cleaning and maintenance products will be procured in accordance with standard purchasing procedures as outlined in this policy and regulation.

In order to ensure that the district avails itself of advantageous purchasing opportunities, the Board authorizes the Purchasing Agent to represent the district in applying for federal programs designed to discount prices for goods and services. Specifically, the Purchasing Agent will abide by the rules and regulations associated with applying for telecommunications service discounts through the Universal Service Fund (E-Rate), in addition to complying with the local purchasing policies set forth by the Board. As with all purchasing activity, appropriate documentation of the application and purchase through any federal program will be maintained by the Business Office.

PURCHASE CONTRACT is a contract involving the acquisition of commodities, materials, supplies or equipment.

PURCHASE WORK CONTRACT is a contract involving services, labor or construction and material.

PURCHASE ORDERS OVER –\$10,000 will be shared with the Board of Education prior to final approval. Any purchase order questioned will be held until sufficient information is presented to satisfy the question. If necessary, the purchase order will be presented for review to the School Board. Upon approval by the Board, the purchase order will be processed. A formal motion is not necessary unless specifically requested and seconded.

PURCHASING PROCEDURES

GENERAL MUNICIPAL LAW, SECTION 103

A. DETERMINING WHETHER PROCUREMENT IS SUBJECT TO COMPETITIVE BIDDING

1. The Purchasing Agent will first determine if a proposed procurement is a purchase contract or a contract for public work, and whether the amount of the procurement is above the applicable monetary threshold stated previously.
2. The Purchasing Agent will document the basis for any determination that competitive bidding as outlined above, is not required by law. The following are exceptions to the competitive requirements:
 - a. **EMERGENCIES**: Instances wherein the procurement of goods or services arises out of an accident or other unforeseen occurrence or condition whereby circumstances affecting public buildings, public property, the life, health, safety or property of inhabitants are involved. A Memorandum to the Superintendent and Board of Education shall explain how an emergency purchase meets the above criteria, and the Board of Education shall pass a resolution declaring an emergency prior to the purchase, if feasible. The district will make the purchases at the lowest possible costs, seeking competition by informal solicitation of quotes to the extent practicable under the circumstances. Records of verbal or written quotes will be maintained with the purchase requisition.
 - b. **PURCHASES FROM PREFERRED SOURCES**: These include NYS Department of Correctional Services - CORCRAFT, NYS Preferred Source Program for People Who are Blind (NYSPSP), New York State Industries for the Disabled Inc., Office of Mental Health and the U.S. Department of Veterans Affairs.
 - c. **SOLE SOURCE ITEMS**: These are procurements for which there is no possibility of competition. Documentation will be attached to the purchase requisitions indicating that two additional vendors have been contacted and were unable to provide the required items.
 - d. **PURCHASES FROM GOVERNMENT CONTRACTS**: New York State Contracts, County Contracts, BOCES (after approval by Resolution by the Board of Education), Municipal Cooperative Agreements, Surplus and second-hand supplies, material or equipment purchased from the federal government, State of New

York, or any other political subdivision within the State of New York.

- e. INSURANCE: The district will adopt insurance practices that will obtain the best coverage for the lowest cost. The district has the option of requiring formal request for proposals (RFP); documentation would include bid advertisements, specifications and awarding resolution. Written or verbal quotation forms could serve as documentation if formal RFP is not required. Contractors/Vendors shall not commence any work until all required insurance has been obtained and a Certificate of Insurance provided.
- f. PERISHABLE ITEMS: The following items need not be grouped – meats and provisions, fresh produce, frozen foods, milk, livestock, etc.
- g. UTILITIES: Gas or Electric (Monopolies)
- h. SMALL PROCUREMENTS: Purchases and/or contracts below New York State limits are also exempt but must adhere to all other policy and procedural guidelines.
- i. STATE-MANDATED OPERATIONS: Those that require certification of contracts, such as inspection of underground gas tanks.
- j. TESTING: The acquisition of products for testing evaluation purposes. Such testing will be coordinated and documented.
- k. PROFESSIONAL SERVICES: Because of the confidential nature of these services, they do not lend themselves to procurement solicitation. For initial contracts, at least three professionals will be contacted and asked to provide proposals. Requests for proposals may be used to obtain the services of architects, engineers, accountants, lawyers, underwriters, fiscal consultants, energy performance contractors and other professionals.

B. INSTALLMENT PURCHASE CONTRACTS

Voter authorization is required for installment purchase contracting. Provisions of the law are as follows:

1. The Board of Education must approve the contract.
2. The contract is not exempt from competitive bidding.

C. SPECIAL AREAS

1. COOPERATIVE BID ARRANGEMENTS:

School districts may enter into contracts with BOCES to furnish hardware, software, training and maintenance of instructional services for a period not to exceed five (5) years under Education Law (1950 Subdivision 4 JJ). This Law allows school districts to enter into such contracts, executed by the Boards of Trustees of the school districts and the Board of Cooperative Education Services. Contract is subject to the approval of the Commissioner.

2. STANDARDIZATION: Makes it possible for the governing board to standardize a particular type of material or equipment, but does not eliminate the necessity to conform to competitive bidding requirement. There is no longer a need for the inclusion of the term “or equivalent” after make or model. Where there are reasons of efficiency or economy to standardize, the Board of Education will determine by resolution (by 3/5 vote) there is a need to standardize purchase contracts for a particular type or kind of equipment, material or supplies.

3. TRANSPORTATION AND CAFETERIA CONTRACTS: Covered by “Education Law” are subject to the same limits as “Purchase Contracts” except that transportation contracts may be entered into through an RFP instead of by competitive bid and, under special circumstances, may be renewed for up to five years.

GENERAL MUNICIPAL LAW, SECTION 104-b

D. PROCUREMENT OF MATERIAL UNDER BID LIMITS

Whenever feasible “Preferred Sources” and “Government Contracts” shall be used for purchases that are not required to be bid. When items are being purchased using “Preferred Sources” or “Government Contracts” and the amount of the purchase is greater than \$5,000, the procedure below “Purchase of Commodities, Equipment of Goods” must be followed.

Although formal written quotes are not required on purchases below \$1,000 total, every attempt should be made to contact the vendors to procure the lowest prices possible. Written quotations must be on the vendor’s letterhead. Faxed quotations are acceptable.

Quotations are to be obtained based on the unit cost of the item(s). If increased quantities of an item are being purchased, but the total cost of the purchase is still

under \$20,000, additional quotations may be requested at the discretion of the Purchasing Agent to ensure that the District is receiving the best possible pricing.

The following procedure will be followed for all other procurements not required to be bid:

PURCHASE OF COMMODITIES, EQUIPMENT OR GOODS

Dollar Limit

\$1,000 – 5,000

Procedure

Documented verbal quotations from at least three separate vendors must be attached to the requisition.

\$5,001 – 15,000

Formal written quotations from three separate vendors must be attached to the purchase requisition.

\$15,001 – 19,999

Formal written quotes from five separate vendors must be attached to the purchase requisition.

\$20,000 and above Formal sealed bids are required, in conformance with General Municipal Law, Section 103.

PUBLIC WORK PROJECTS/CONTRACTS

\$1-1,000

At the discretion of the Purchasing Agent.

\$1,001-5,000

Verbal quotations from at least three separate vendors.

\$5,001 – 15,000

Written quotations from at least three separate vendors.

\$15,001 – 25,000

Formal written quotations from at least five separate vendors.

\$25,001 – 34,999

Formal Request for Proposal (RFP) with a response from at least three vendors.

\$35,000 and above

Formal sealed bids in conformance With General Municipal Law, Section 103.

Copies of quotations and/or associated bids or contracts referenced should be attached electronically to purchase requisitions in the nVision financial software and sent through the complete approval path to the Purchasing Department for final approval and for a Purchase Order to be processed. When the Purchase Order is generated, the electronic voucher package attached to the Purchase Order will be available to the Accounts Payable Department and also for later review by the Claims Auditors. Such quotations will include the name, address and phone number of the vendor contacted, name of the contacted person, item to be purchased specifying quantity, brand name and model number, the unit price of each item, the extended price, and the total price of the order.

NOTE: In instances wherein the procurement of goods or services arises out of an accident or other unforeseen occurrence or condition whereby circumstances affecting public buildings, public property, the life, health, safety or property of the inhabitants are involved, the Assistant Superintendent for Business may authorize an expenditure without regard to the above. Immediately following, a memorandum to the Superintendent and Board of Education shall explain how an emergency purchase meets the above criteria.

E. **REJECTION OF LOW BIDDER**

The district will provide justification and documentation, and the Board of Education will approve such documentation of any Bid awarded to other than the lowest responsible bidder (i.e., lowest dollar offer), setting forth the reasons why such award is in the best interests of the District, and otherwise furthers the purposes of Section 104-b of the General Municipal Law. The reliability and/or past performance of the bidder providing the offer is a factor in determining the lowest responsible bidder. Unacceptable performance or products may include prior and/or current circumstance. The following list is provided for clarification only and is not intended to be all-inclusive. Any or all items may apply in a given case.

1. Inability to provide items as specified.
2. Inability to deliver materials or services in a timely fashion.
3. The substitution of alternate items to those bid without informing the district.
4. Varying from prescribed procedures and/or specifications for the performance of the service or contract without expressed permission of the district.
5. Failure or difficulty in providing proper certificates of insurance or performance bonds when required.
6. Failure to provide samples of alternate bid items when requested.

ALSO:

Any bids submitted past the required bid opening time will be returned to the vendor unopened as per NYS regulations. Any bids submitted without proper bid

deposit security specified in the General Conditions will be disqualified but may be reviewed at the discretion of the Purchasing Agent.

F. SAFEGUARDS

1. INTERNAL CONTROL

The Superintendent together with the Assistant Superintendent for Business and District Treasurer, will establish and maintain an internal control structure to ensure, to the best of their ability, that the district's assets will be safeguarded against loss from unauthorized use or disposition, that transactions will be executed in accordance with the law and district policies and regulations, and recorded properly in the financial records of the district. Internal controls will be reviewed annually by the external auditor.

THE UNINTENTIONAL FAILURE TO FULLY COMPLY WITH THE PROVISIONS OF SECTION 104-b OF THE GENERAL MUNICIPAL LAW OR THE DISTRICT'S REGULATIONS REGARDING PROCUREMENT WILL NOT BE GROUNDS TO VOID ACTION TAKEN OR GIVE RISE TO A CAUSE OF ACTION AGAINST THE DISTRICT OR ANY OFFICER OR EMPLOYEE OF THE DISTRICT.

2. REVIEW

The policies and procedures shall be reviewed and adopted annually at the District Reorganization Meeting, by the Board of Education. Comments concerning the policies and procedures shall be solicited from Administrators, Supervisors, Directors and Principals annually.

PURCHASING PROCESS

Requisitioner: Official, Supervisor, Director, or Principal initiating a request for goods or services.

The forms used in the purchasing process are:

Requisition: A written (or electronic) request for one or more items or services necessary to carry on or improve a particular function.

Purchase Order: A formal notice/contract to a vendor to furnish the supplies or services described in detail thereon.

All locations throughout the district complete requisitions prior to the printing of purchase orders signed by the Administrator requesting goods or services, and forwarded to the

Purchasing Department where it is proofed for accuracy and budget codes. Each department head is responsible for compliance with the purchasing procedures adopted.

All purchase orders are approved by the appropriate Central Office designated Administrator and signed by the Purchasing Agent prior to mailing to vendor, thus certifying that money is available and that the appropriation has been encumbered.

Purchase Orders shall include the following essentials:

- a. A specification which adequately describes the characteristics and the quality standards of the item required.
- b. A firm, quoted, net delivered price, whenever possible. Prices shall be shown per unit and extended.
- c. Corresponding Bid, RFP, or contract number where applicable
- d. Clear "Send To" instructions including location, department and person.
- e. Signature of Purchasing Agent.
- f. Budget account code number.

Request for Transfers:

In the event sufficient funds are unavailable in one code, a Request for Transfer of funds from one code to another should be in writing and directed to the Assistant Superintendent for Business. Budget transfers will be made in accordance with Policy 5330 Budget Transfers.

Blanket Orders may be issued to various vendors for the purpose of consolidating items that are purchased frequently from the same vendor, i.e., automotive supplies.

Confirming Purchase Orders will be used only in emergencies and kept to a minimum. All confirming purchase orders require prior administrative approval through the Business Office.

Quotations and Requests for Proposals will be adhered to as stated in the Policy Section under 104-b, General Municipal Law.

PURCHASES CHARGED TO A FEDERAL AWARD

The District will comply with the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, ("Uniform Guidance") when making purchases of goods or services with funding that the District receives directly from a federal awarding agency or indirectly from a pass-through entity. The District's contracts with respect to these purchases will contain the applicable provisions set forth in Appendix II to Part 200, Contract Provisions for Non- Federal Entity Contracts Under Federal Awards.

For purposes of this Policy, a "pass-through entity" is a non-Federal entity that provides a subaward to a subrecipient to carry out part of a federal program. A "subrecipient" is an

entity that receives a subaward from a pass-through entity to carry out part of a federal award; but does not include an individual that is a beneficiary of the award. A subrecipient may also be a recipient of other federal awards directly from a federal awarding agency.

The District has established administrative regulations (“Federal Funds Procedural Manual and Regulations”) in accordance with the requirements of the Uniform Guidance. The Federal Funds Procedural Manual and Regulations will be updated as necessary in accordance with Board Policy #1410.

If any provision set forth above in this Policy conflicts with any provision in the District’s Federal Funds Procedural Manual and Regulations with respect to procurements that are charged to a federal award (directly or indirectly), the provisions set forth in the Federal Funds Procedural Manual and Regulations will apply.

ALL QUESTIONS REGARDING EITHER THESE POLICIES OR THEIR IMPLEMENTATION SHOULD BE ADDRESSED TO THE PURCHASING AGENT OR THE ASSISTANT SUPERINTENDENT FOR BUSINESS AND FINANCE.