

AGENDA

BOARD OF EDUCATION • LEVITTOWN, NEW YORK

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

SPECIAL MEETING

LEVITTOWN MEMORIAL EDUCATION CENTER
Wednesday, March 2, 2016

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

7:30 PM Meeting reconvenes with Special Meeting to be followed by Budget Planning Session

Success for Every Student

I. CALL TO ORDER

II. PUBLIC BE HEARD

III. ACTION ITEMS: NEW BUSINESS

1. Special Education Contracts

Enclosure

Recommended Motion: “RESOLVED, that the Levittown Board of Education does, hereby, approve the attached contracts between the Levittown Public Schools and Tracey Delio to provide mentoring for one special education teacher for PROMPT certification in speech.

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

2. School Finance Resolution

Inclusive

Recommended Motion: “WHEREAS, every student deserves a quality public education dedicated to preparing engaged citizens, creative and critical thinkers and lifelong learners ready for college and careers; and

WHEREAS, it has always been a guiding principle that the Public schools are essential to the establishment of a free and educated country, and

WHEREAS, the financial decline in state aid to schools, coupled with a tax cap of .12% has created an environment of fiscal uncertainty within our schools, and

WHEREAS, the State of New York has continued to deduct an amount from our schools known as the GAP Elimination Adjustment which was originally established to address a shortfall in the New York State budget, and

WHEREAS, the State of New York has not addressed the issue of full implementation of the Foundation Aid formula, and which includes a formula that accounts for a Regional cost index, which fairly allocates resources across New York State, and

WHEREAS, the New York State Legislature has not, as yet, fulfilled its promise to provide **substantive** mandate relief, especially in the area of implementation in APPR, Part 154, New York's SAFE ACT, repeal of the Wicks Law, among other initiatives, and

WHEREAS, there has been a trend to distribute public funds to private, parochial and charter schools in the form of Private school vouchers, education or tuition tax credits, or towards the expansion of services and financial assistance to private, parochial and charter schools, it is therefore

RESOLVED that the Levittown Board of Education calls upon the Honorable Governor Andrew Cuomo, and other lawmakers to support its public schools by:

- eliminating the reduction to the state aid allotment known as the Gap Elimination adjustment immediately; and by
- establishing that public funds should support core public education and not be diverted for private school vouchers, education or tuition tax credits or towards the expansions of services and financial assistance to private, parochial and charter schools; and by
- addressing the deficiencies in the Foundation Aid formula in order to assure fair funding for Long Island schools; and by
- providing substantive mandate relief in existing mandates such as APPR, Part 154, New York's SAFE Act, the repeal of the Wicks Law, among other initiatives and by ensuring that when new mandates are issued, a concomitant increase in state aid will be made; and by
- providing sufficient state funding to cover established current year costs, new state initiatives and loss of local revenues attributable to New York's school tax levy cap; and by
- reforming the New York Tax Levy cap by restoring the right of a community to determine the educational opportunities it would provide for its students by:
 - repealing the financial punishment of a zero increase tax levy cap the state requires of schools that are unable to pass a school budget that exceeds the district's tax levy cap
 - restoring democratic principle of "one person, one vote," by eliminating the requirement that a supermajority is needed to pass a school budget that exceeds the district's tax levy cap
 - providing that cost increases due to citizen referenda not force a super-majority requirement upon tax cap compliant school budgets"

3. Schedules

Enclosure

"That the Levittown Board of Education approve schedule 2015-H-No. 11g, Designation, Coaching"

IV. MOTION TO ADJOURN

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: Tracey Delio

Date(s) of Service: 2/1/16 – 6/30/16

Description of Services: Mentoring for one of our Special Ed teachers for her PROMPT certification in Speech

Rate for Services: \$125.00 per hour (4 hours)

Annual Estimate cost at time of approval: \$500.00

Prior Year Rate for Services: N/A

Administrator Requesting: Dr. Donald Sturz

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

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

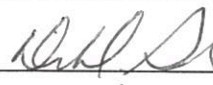
Are there any attachments? X
Yes No


Budget Code (on purchase order): F2250400015160032

Purchase order #: 154378

Routing:

1. Attorney review: Yes

2. Department Administrator 

3. Business Office Review 

4. Board of Education Meeting date 3/2/16

Return to: SPECIAL ED

SCHOOL DISTRICT
CONSULTANT SERVICES CONTRACT

This Agreement is entered into this 1ST day of February, 2016 by and between the Board of Education of the **Levittown Union Free School District** (hereinafter the "DISTRICT"), having its principal place of business for the purpose of this Agreement at **150 Abbey Lane, Levittown, New York 11756** and, **Tracey Delio** (hereinafter "CONSULTANT"), having its principal place of business for the purpose of this Agreement at **8 BARSTOW ROAD, 7F, GREAT NECK, NY 11021**

A. TERM:

1. The term of this Agreement shall be from 2/1/16 to 6/30/16 inclusive, unless terminated early as provided for in this Agreement. It is understood that the DISTRICT is under no obligation to renew this Agreement upon its expiration.

B. CONDITIONS:

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

1. CONSULTANT's and its agents will be engaged as an independent contractor, and therefore be solely responsible for the payment of federal and state income taxes applicable to this Agreement.
2. Neither CONSULTANT nor any of its employees, agents, or assigns will be eligible for any employee benefits whatsoever relative to this contract including, but not limited to, social security, New York State Worker's Compensation, unemployment insurance, New York State Employee's Retirement System, health or dental insurance, or malpractice insurance, or the like.
3. DISTRICT, if required by Federal or State requirements, will submit a Form 1099 and IT 2102.1 respectively at year-end to the Federal Government for all individuals having a gross income exceeding \$600, which thereupon will be reported for income tax purposes.
4. This Agreement, and any amendments to this Agreement, will not be in effect until agreed to in writing and signed by authorized representatives of both parties.
5. DISTRICT reserves the right to reject any of the CONSULTANT'S staff, if any, which the DISTRICT, at its sole discretion, may deem unqualified.
6. CONSULTANT agrees to hold the DISTRICT safe harmless from any liability incurred during the term of this Agreement arising from the acts or omissions of CONSULTANT'S employees, agents or assigns.

C. SERVICES AND RESPONSIBILITIES:

1. The CONSULTANT shall provide the services set forth in this Agreement to as listed on the attached "Schedule A," incorporated by reference herein and made a part of this agreement.
2. CONSULTANT shall perform all services under this Agreement in accordance with all applicable Federal, State and local laws, rules, and regulations, as well as the established policy guidance from the New York State Education Department.
3. CONSULTANT shall provide conscientious, competent and diligent services throughout the term of this Agreement.
4. CONSULTANT will work cooperatively with District staff.
5. CONSULTANT shall observe and comply with all DISTRICT Policies and Regulations while on the grounds of the DISTRICT or providing services under this Agreement and will cause its employees to do the same. Copies of the policies are available at <http://www.levittownschools.com/boe/policies>. The CONSULTANT acknowledges that it has reviewed and is familiar with the DISTRICT Policies.
6. CONSULTANT will provide their own equipment, will assume full responsibility for the operation of such equipment, and, in addition to any other "hold harmless" provisions contained in this Agreement, will hold the DISTRICT safe harmless from any liability that may arise from the use of such equipment.
7. To the fullest extent permitted by law, the CONSULTANT indemnifies and will defend (with counsel selected by the DISTRICT and reasonably approved by the CONSULTANT) and hold harmless the DISTRICT, its employees, agents, representatives and members of the Board of Education, from any and all liabilities, losses, costs damages, and expenses (including, but not limited to, reasonable attorney's fees and disbursements) arising from any claims, disputes or causes of action of whatever nature arising, in whole or in part, from the performance of CONSULTANT'S Services hereunder, or the action of, or the failure to act by the CONSULTANT, its representatives, employees, or anyone for whose acts the CONSULTANT may be liable. In the event that any legal proceeding is instituted or that any claim or demand with respect to the foregoing is asserted by any person in respect of which indemnification may be sought from the CONSULTANT under the provisions of this paragraph, the DISTRICT will promptly notify the CONSULTANT of such suit, claim or demand, and give the CONSULTANT an opportunity to defend same and settle same without any cost to the DISTRICT, and will extend reasonable cooperation to the CONSULTANT in connection with such defense, which will be at the expense of the

CONSULTANT. In the event that the CONSULTANT fails to defend the same within thirty (30) days of receipt of notice, the District will be entitled to assume the defense thereof, and the CONSULTANT will be liable to repay the DISTRICT for all its expenses reasonably incurred in connection with said defense (including reasonable attorney's fees, disbursements, expert witness fees and settlement payments). All provisions of this paragraph will survive the expiration or sooner termination of this Agreement.

8. The CONSULTANT will maintain the confidentiality of student records in accordance with all applicable laws, regulations, requirements of the New York State Education Department and District policies and procedures in force during the term of this Agreement.

D. REPRESENTATIONS:

1. CONSULTANT represents that all services under this Agreement will be provided by individuals who are of good character, who are in good professional standing, and who possess current and valid licenses/certifications (if required), necessary to perform the services under this Agreement. CONSULTANT represents that no individuals providing services under this Agreement are currently charged, nor in the past have been charged with any criminal or professional misconduct or incompetence. CONSULTANT shall provide copies of licenses / certifications of all professionals servicing the DISTRICT upon the request of the District.
2. In the event that the license / certification of CONSULTANT or any agent or employee thereof is revoked, terminated, suspended, or otherwise impaired, or if any litigation becomes pending against CONSULTANT, or in the event that CONSULTANT receives notice of such impending action, CONSULTANT shall immediately notify the DISTRICT in accordance with the requirements for all notices pursuant to this Agreement set forth below.

E. COMPENSATION:

1. In return for the Consultant's performance of the services set forth on Schedule A, the DISTRICT shall pay CONSULTANT the fee as described and pursuant to the terms described in schedule A, after the DISTRICT'S receipt of the CONSULTANT'S monthly invoice describing the services rendered for that month. The DISTRICT shall pay CONSULTANT within thirty (30) days of the DISTRICT'S receipt of said monthly invoice which shall set forth the dates that the invoice covers and the total amount due for the period specified.
2. The CONSULTANT will pay all expenses incurred by it in connection with the performance of its duties hereunder, including but not limited to automobile and/or travel expenses.

F. INSURANCE:

The CONSULTANT will obtain and keep in full force and effect during the term of this Agreement, at its sole cost and expense, the following insurance:

- **Commercial General Liability Insurance**
\$1,000,000 per occurrence/ \$2,000,000 aggregate.
- **Workers' Compensation and N.Y.S. Disability**
Statutory Workers' Compensation, Employers' Liability and N.Y.S. Disability Benefits Insurance for all employees. Proof of coverage must be on the approved specific form, as required by the New York State Workers' Compensation Board. ACORD certificates are not acceptable.

A self-employed person and certain partners and corporate officers are excluded from the definition of "employee" pursuant to Workers' Compensation Law Section 2 (4). As such, individuals in such capacity are excluded from Workers' Compensation Law coverage requirements. A person seeking an exemption must file a CE-200 form with the state. The form may be completed and submitted online:

http://www.wcb.ny.gov/content/ebiz/wc_db_exemptions/requestExemptionOverview.jsp

- **Professional Errors and Omissions Insurance**
\$2,000,000 per occurrence/ \$2,000,000 aggregate for the professional acts of the CONSULTANT performed under this Agreement for the DISTRICT. If written on a "claims-made" basis, the retroactive date must pre-date the inception of this Agreement. Coverage must remain in effect for two (2) years following the completion of work.
- **Excess Insurance**
\$1,000,000 each occurrence and aggregate. Excess coverage must be on a follow-form basis.

Notwithstanding any terms, conditions or provisions, in any other writing between the parties, the CONSULTANT hereby agrees to effectuate the naming of the DISTRICT as an additional insured on the CONSULTANT'S insurance policies, with the exception of workers' compensation, N.Y. State disability and professional liability. Each policy naming the DISTRICT as an additional insured must:

- be an insurance policy from an A.M. Best rated "secure" or better insurer, licensed in New York State.
- state that the CONSULTANT'S coverage is primary and non-contributory coverage for the DISTRICT, its Board, employees and volunteers.

The DISTRICT must be listed as an additional insured by using endorsement CG 2026 11 85 or its equivalent. A completed copy of the endorsement must be attached to the certificate of

insurance. The certificate of insurance must describe the specific services provided by the CONSULTANT (e.g., physical therapy, psychological services) that are covered by the commercial general liability policy and the umbrella policy. At the DISTRICT'S request, the CONSULTANT will provide a copy of the declarations page of its liability and umbrella policies with a list of endorsements and forms. If so requested, the CONSULTANT will provide a copy of the policy endorsements and forms.

The CONSULTANT hereby indemnifies the DISTRICT for any applicable deductibles and self-insured retentions, all of which are the sole responsibility of the CONSULTANT, to the extent not covered by the applicable policy.

The CONSULTANT acknowledges that failure to obtain the foregoing insurance on behalf of the DISTRICT constitutes a material breach of contract. The CONSULTANT must provide the DISTRICT with proof satisfactory to the DISTRICT that the above requirements have been met, **prior to** the commencement of work or use of DISTRICT facilities. The failure of the DISTRICT to object to the contents of the certificate or the absence of same will not be deemed a waiver of any and all rights held by the DISTRICT. Upon request, the CONSULTANT will provide the DISTRICT with a copy of the CONSULTANT'S applicable insurance policies including any endorsements, modifications, or exclusions thereto.

The DISTRICT is a member/owner of the New York Schools Insurance Reciprocal ("NYSIR"). The CONSULTANT acknowledges that the procurement of such insurance as required herein is intended to benefit not only the DISTRICT but also NYSIR, as the DISTRICT'S insurer.

G. TERMINATION:

1. Either the CONSULTANT or the DISTRICT may terminate this Agreement upon thirty (30) days prior written notice to the other party. Such notice shall be given in accordance with the requirements for all notices pursuant to this Agreement set forth below.
2. This Agreement may be terminated by the DISTRICT "for cause" upon the occurrence of any of the following events:
 - (a) Immediately upon the DISTRICT delivering written notice to the CONSULTANT of a breach by the CONSULTANT of any of the policies, rules, and regulations of the DISTRICT relating to the health or safety of students or DISTRICT employees.
 - (b) Immediately upon the CONSULTANT'S breach of its obligations to provide insurance coverage as set forth in this Agreement.

- (c) Immediately upon the CONSULTANT'S breach of any of its obligations under, or in violation of, any applicable state or federal law or regulation.
 - (d) Fifteen (15) days after the CONSULTANT has received written notice from the DISTRICT that it has breached any of its other obligations hereunder, unless within such fifteen (15) day period the CONSULTANT cures such breach to the DISTRICT'S satisfaction.
3. This Agreement is automatically terminated upon the CONSULTANT's filing of a voluntary petition in bankruptcy or making an assignment for the benefit of creditors, or upon other action taken or suffered, voluntarily or involuntarily, under any federal or state law for the benefit of insolvents, and upon the filing of an involuntary petition in bankruptcy against the CONSULTANT which is not dismissed within 60 days of filing.
 4. In the event the CONSULTANT or the DISTRICT terminates this Agreement with or without cause, such termination of the Agreement shall not discharge the parties' existing obligations to each other as of the effective date of termination.

H. NOTICES

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

To District: **Office of the Superintendent of Schools
Levittown School District
150 Abbey Lane
Levittown, NY 11756**

To Consultant: **Tracey Delio
8 Barstow Road, 7F
Great Neck, NY 11021**

With a Copy to:

**Lamb & Barnosky, LLP
534 Broadhollow Road
Suite 210
Melville, NY 11747
Attn.: Robert H. Cohen, Esq.**

I. SUCCESSORS AND ASSIGNS:

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

J. WAIVER OF RIGHTS

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

K. SEVERABILITY

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

L. GOVERNING LAW, CHOICE OF FORUM

1. This Agreement and the rights and obligations of the parties hereunder shall be construed in accordance with, and governed by, the laws and regulations of the State of New York without regard to the conflicts of laws provisions thereof. Any dispute arising under this Agreement will be litigated in the New York State Court in Nassau County, New York.

M. ENTIRE AGREEMENT:

1. This Agreement, along with the attached "Schedule A," is the complete and exclusive statement of the Agreement between the parties, and supersedes all prior or contemporaneous, oral or written: proposals, understandings, representations, conditions or covenants between the parties relating to the subject matter of the Agreement.
2. This Agreement may not be changed orally, but only by an Agreement, in writing, signed by authorized representatives of both parties.

N. MISCELLANEOUS PROVISIONS

1. There are no third-party beneficiaries of or in this Agreement, other than NYSIR, or any of the terms or provisions hereof or any of the rights, privileges, duties, liabilities or obligations created hereby.

2. This is a negotiated Agreement, and this Agreement will not be construed against any party by reason of this Agreement being prepared by such party's attorney. Each party warrants that it has full power to execute, deliver and perform this Agreement and has taken all actions required by law, its organizational documents or otherwise to authorize the execution and delivery of this Agreement.
3. By signing this Agreement, each person and each person signing on behalf of any party certifies, and in the case of a joint bid or partnership each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each person is not on the list created pursuant to paragraph (b) of subdivision 3 of section 165-a of the New York State Finance Law.
4. The CONSULTANT represents and warrants that: (a) in the hiring of employees for the performance of work within the territorial limits of New York State under this Agreement or any subcontract hereunder, the CONSULTANT, its employees or subcontractors, and any persons acting on behalf of the CONSULTANT or any subcontractor will not by reason of race, creed, color, disability, sex or national origin discriminate against any citizen of New York State who is qualified and available to perform the work; and (b) the CONSULTANT, its employees or subcontractors, and any persons acting on behalf of the CONSULTANT or any subcontractor will not discriminate against or intimidate any employee hired for the performance of work pursuant to this Agreement on account of race, creed, color, disability, sex or national origin. The CONSULTANT agrees that (a) the DISTRICT may deduct from the amount payable to the CONSULTANT by the DISTRICT pursuant to this Agreement, a penalty of fifty dollars (\$50.00) per person for each calendar day during which a person was discriminated against or intimidated in violation of this paragraph; and (b) the DISTRICT may terminate this Agreement "for cause" and all moneys due or to become due to the CONSULTANT pursuant to this Agreement may be forfeited, for a second or any subsequent violation of the terms or conditions of this paragraph.

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

Levittown School District
150 Abbey Lane
Levittown, NY 11756

 Title: Board of Education President
 Peggy Marengi

Date: _____

Tracey Delio
8 Barstow Road, 7F
Great Neck, NY 11021

 Title:
 Name: Tracey Delio, Mentor

Date: 2/11/16

SCHEDULE A**DESCRIPTION AND FEE FOR SERVICES**

[Insert Additional Description of Services and Fee Schedule for Consultant]

Mentor for PROMPT Certification
\$125.⁰⁰ per hour

SCHEDULE 2015-H-NO.11 g

3/2/2016

IT IS RECOMMENDED THAT THE BOARD OF EDUCATION APPROVE THE APPOINTMENT OF THE FOLLOWING COACHES IN ACCORDANCE WITH THE ESTABLISHED SCHEDULE

<u>Salk M.S.</u>				<u>Wisdom Lane M.S.</u>			
<u>NAME</u>	<u>SPORT</u>	<u>Spring LEVEL</u>	<u>SALARY</u>	<u>NAME</u>	<u>SPORT</u>	<u>Spring LEVEL</u>	<u>SALARY</u>
1. Andrew Atkins	Track Head	Gr 7 & 8	\$5,019	7. Katie McWalters	Girls Lacrosse	Gr 7 & 8 Assist	\$4,499
2. **Michael Marrero	Boys Lacrosse	Gr 7 & 8 Assist	\$5,019				
<u>Division Ave H.S.</u>				<u>MacArthur H.S.</u>			
<u>NAME</u>	<u>SPORT</u>	<u>Spring LEVEL</u>	<u>SALARY</u>	<u>NAME</u>	<u>SPORT</u>	<u>Spring LEVEL</u>	<u>SALARY</u>
3. *** Ryan Phillips	Boys Lacrosse	JV Assist	\$5,076	8. *** Tanner Huggard	Boys Lacrosse	JV Assist	\$5,076
4. **Christie Boneillo	Girls Lacrosse	V Assist Head	\$5,975	9. ***Thomas Piccirillo	Softball	JV	\$6,110
5. ***Matthew O'Rourke	Baseball	JV 2	Volunteer	10. Michael Gattus	Track	V Head	\$8,532
6. *** Joseph Guarisco	Baseball	JV	Volunteer	11. Dennis Gorman	Track	V Assist Head	\$6,259
				12. Steven Damiani	Track	V Assist Head	\$6,259
				13. **Anthony Polo	Track	V Assist Head	\$6,259

DATE APPROVED:

2/25/16

DATE APPROVED:

DISTRICT A.D.:

DISTRICT CLERK:

*Non District Certified Teacher

**Non-Teacher

#New

1001

**Coaching Credentials
Spring 2016**

Coach	Cert. Teacher	Profes Coach	Sport	CPR	First Aid	Required Courses	Save/Child Abuse Cert
			Salk				
Atkins, Andrew	Levittown	Not required	Track Head	6/17	6/17	Phys Ed	Yes
Marrero, Michael	Non- Teacher	Coaches License	B Lacrosse Gr 7 & 8 Assist	10/16	10/16	1st year	Yes
			Wisdom				
McWalters, Katie	Levittown	Not required	G Lacrosse Gr 7 & 8 Assist	6/16	6/16	2 courses	Yes
			Division				
Boneillo, Christie	Non- Teacher	Coaches License	G Lacrosse V Assist Head	2/18	2/18	1st year courses	Yes
Guarisco, Joseph	Non- Teacher	Coaches License	Baseball JV Volunteer	2/18	2/18	1st year	Yes
O'Rourke, Matthew	Non- Teacher	Coaches License	Baseball JV2	10/17	10/17	1st year	Yes
Phillips, Ryan	Non- Teacher	Coaches License	B Lacrosse JV Assist	2/18	2/18	1st year	Yes
			MacArthur				
Damiani, Steven	Non-Teacher	Coaches License	Track V Assistant	9/16	9/16	1st year	Yes
Gattus, Michael	Levittown	Not required	Track V Head	8/16	8/16	Phys Ed	Yes
Gorman, Dennis	Levittown	Not required	Track V Assistant	6/17	6/17	Phys Ed	Yes
Huggard, Tanner	Non-Teacher	Coaches License	B Lacrosse JV Assist	1/16	1/18	1st year	Yes
Piccirillo, Thomas	Non-Teacher	Coaches License	Softball JV	10/17	10/17	Phys Ed	Yes
Polo, Anthony	Non-Teacher	Coaches License	Track V Assistant	1/18	1/18	1 Course	Yes

1001.1