

AGENDA

BOARD OF EDUCATION • LEVITTOWN, NEW YORK

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

SPECIAL MEETING

LEVITTOWN MEMORIAL EDUCATION CENTER
Wednesday, March 25, 2020

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

Success for Every Student

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 seeking legal advice from the Board's Attorney."

1. Executive Order to Hold Public Meetings Remotely Inclusive
WHEREAS, Executive Order No. 202.1, signed by Governor Andrew M. Cuomo on March 12, 2020, suspended Article 7 of the Public Officers Law through April 11, 2020 to the extent necessary to permit a public body to meet without permitting the public in-person access to the meeting and authorized public bodies to hold public meetings remotely by conference call or similar service, provided that the public can view or listen to the meeting and that the meeting is recorded and later transcribed; and

RESOLVED, that in accordance with the Executive Order 202.1, the public is not permitted to attend this meeting in-person and may view and/or listen to the meeting by viewing our website on March 25, 2020 at 7:30 PM; and

BE IT FURTHER RESOLVED, that as required by Executive Order No. 202.1, this meeting will be recorded and later transcribed; and

BE IT FURTHER RESOLVED, that any requirement pursuant to any policy of the Board of Education of the Levittown Public Schools that contradicts Executive Order 202.1 or this resolution, including public participation during public meetings, is hereby suspended.

I. PUBLIC BE HEARD - THERE WILL BE NO PUBLIC ATTENDANCE AT THIS MEETING

II. SUPERINTENDENTS REPORT

A. Strategic Planning Update - Cancelled

III. CONSENT AGENDA

1. Valedictorian - Division Avenue High School

Inclusive

Recommended Motion: "WHEREAS, Emily Fuchs has earned the distinction of being selected as Valedictorian for the 2020 graduating class of Division Avenue High School; and

WHEREAS, this achievement is reflective of high academic standards which the Levittown Board of Education has set for the public schools,

NOW, THEREFORE, BE IT RESOLVED, that the Levittown Board of Education does, hereby, commend Emily Fuchs for his selection as Valedictorian of the 2020 graduating class of Division Avenue High School."

2. Valedictorian MacArthur High School

Inclusive

Recommended Motion: "WHEREAS, Evan Peters has earned the distinction of being selected as Valedictorian for the 2020 graduating class of MacArthur High School; and

WHEREAS, this achievement is reflective of high academic standards which the Levittown Board of Education has set for the public schools,

NOW, THEREFORE, BE IT RESOLVED, that the Levittown Board of Education does, hereby, commend Evan Peters for his selection as Valedictorian of the 2020 graduating class of MacArthur High School."

3. Salutatorian Division Avenue High School

Inclusive

Recommended Motion: "WHEREAS, Jacqueline Testamark has earned the distinction of being selected as Salutatorian for the 2020 graduating class of Division Avenue High School; and

WHEREAS, this achievement is reflective of high academic standards which the Levittown Board of Education has set for the public schools,

NOW, THEREFORE, BE IT RESOLVED, that the Levittown Board of Education does, hereby, commend Jacqueline Testamark for his selection as Salutatorian of the 2020 graduating class of Division Avenue High School."

4. Salutatorian MacArthur High School

Recommended Motion: "WHEREAS, Jason Maynard has earned the distinction of being selected as Salutatorian for the 2020 graduating class of MacArthur High School; and

WHEREAS, this achievement is reflective of high academic standards which the Levittown Board of Education has set for the public schools,

NOW, THEREFORE, BE IT RESOLVED, that the Levittown Board of Education does, hereby, commend Jason Maynard for her selection as Salutatorian of the 2020 graduating class of MacArthur High School."

5. Adoption of 2020-2021 Budget for May 19, 2020 Annual Vote Inclusive
Recommend Motion: "WHEREAS, a proposed school district budget for the 2020-2021 school year has been prepared by the Levittown Board of Education, and

WHEREAS, due notice has been given of a public hearing which will be held on the proposed budget on May 6, 2020, it is

RESOLVED, that the estimated expenses of the Levittown School District, as set forth in the proposed budget in the amount of \$ \$227,424,141 is hereby approved. Copies thereof shall be made available at each school building, district office, and public library. A proposition for the approval thereof shall be presented to the school district voters on May 19, 2020, at the annual meeting of the school district."

6. Authorization the Issuance of Tax Anticipation Note and Revenue
Anticipation Note

Enclosure

Recommended Motion: "**RESOLUTION OF THE LEVITTOWN UNION FREE SCHOOL DISTRICT, NEW YORK, ADOPTED MARCH 25, 2020, DELEGATING TO THE PRESIDENT OF THE BOARD OF EDUCATION THE POWER TO AUTHORIZE THE ISSUANCE OF TAX ANTICIPATION NOTES AND REVENUE ANTICIPATION NOTES.**

THE BOARD OF EDUCATION OF THE LEVITTOWN UNION FREE SCHOOL DISTRICT, IN THE COUNTY OF NASSAU, NEW YORK, HEREBY RESOLVES (by the favorable vote of not less than a majority of all the members of said Board of Education) AS FOLLOWS:

Section 1. In order to facilitate the issuance from time to time of tax anticipation notes and revenue anticipation notes to meet periodic cash-flow needs pursuant to Sections 24.00 and 25.00 of the Local Finance Law, constituting Chapter 33-a of the Consolidated Laws of the State of New York (the "Law"), the Board of Education of the Levittown Union Free School District (the "District"), in the County of Nassau, New York, hereby delegates its power to authorize the issuance of tax anticipation notes and revenue anticipation notes (herein referred to collectively as the "Notes") to the President of the Board of Education, the chief fiscal officer of the District, pursuant to Section 30.00 of the Law.

Section 2. All Notes so authorized shall contain the recital of validity prescribed by Section 52.00 of the Law and shall be general obligations of the District, and the faith and credit of the District are hereby pledged to the punctual payment of the principal of and interest on the Notes and unless the Notes are otherwise paid or payment provided for, an amount sufficient for such payment shall be inserted in the budget of the District and a tax sufficient to provide for the payment thereof shall be levied and collected.

Section 3. Subject to the provisions of this resolution and the Law, and pursuant to Sections 50.00, 56.00 and 60.00 of the Law, the powers to sell and issue such Notes, including the renewals thereof, and to determine the terms, form and contents, including the manner of execution, of such Notes, and to execute tax certifications relative thereto, are hereby further delegated to the President of the Board of Education.

Section 4. All of such Notes shall be executed in the name of the District by the manual signature of the President of the Board of Education, the Vice President of the Board of Education, the District Treasurer, the District Clerk, or such other officer of the District as shall be designated by the chief fiscal officer of the District, and shall have the corporate seal of the District impressed or imprinted thereon which corporate seal may be attested by the manual signature of the District Clerk.

Section 5. The powers hereby delegated shall be exercised by the President of the Board of Education until such time as the Board of Education, by resolution, shall elect to reassume the same.

Section 6. This resolution shall take effect immediately."

7. Memorandum of Agreement with the Association of Levittown
School Administrators

Enclosure

Recommended Motion: "RESOLVED, that the Levittown Board of Education does, hereby, ratify and approve the attached Memorandum of Agreement with the Association of Levittown School Administrators dated -----."

8. Memorandum of Agreement with CSEA - Amended Schedule

Enclosure

Recommended Motion: "RESOLVED, that the Levittown Board of Education does, hereby, ratify and approve the memorandum of agreement amended schedule between the Levittown UFSD and the the Civil Service Employees Association, Inc. (CSEA)."

9. MOA SCOPE Educational Services

Enclosure

Recommended Motion: RESOLVED that the Levittown Board of Education does, hereby, approve the attached Memorandum of Agreement with SCOPE Educational Services to provide free child care services to children of first responders and medical personnel during this time of need;

AND IT IS FURTHER RESOLVED, that should New York State issue an Order or Guidance indicating that the school district was not legally authorized to enter into this agreement as written, the agreement will be deemed void and that the Superintendent of Schools is authorized to sign the contract."

IV. MOTION TO ADJOURN

Board Member _____ offered the following resolution and moved its adoption:

RESOLUTION OF THE LEVITTOWN UNION FREE SCHOOL DISTRICT, NEW YORK, ADOPTED MARCH 25, 2020, DELEGATING TO THE PRESIDENT OF THE BOARD OF EDUCATION THE POWER TO AUTHORIZE THE ISSUANCE OF TAX ANTICIPATION NOTES AND REVENUE ANTICIPATION NOTES .

THE BOARD OF EDUCATION OF THE LEVITTOWN UNION FREE SCHOOL DISTRICT, IN THE COUNTY OF NASSAU, NEW YORK, HEREBY RESOLVES (by the favorable vote of not less than a majority of all the members of said Board of Education) AS FOLLOWS:

Section 1. In order to facilitate the issuance from time to time of tax anticipation notes and revenue anticipation notes to meet periodic cash-flow needs pursuant to Sections 24.00 and 25.00 of the Local Finance Law, constituting Chapter 33-a of the Consolidated Laws of the State of New York (the "Law"), the Board of Education of the Levittown Union Free School District (the "District"), in the County of Nassau, New York, hereby delegates its power to authorize the issuance of tax anticipation notes and revenue anticipation notes (herein referred to collectively as the "Notes") to the President of the Board of Education, the chief fiscal officer of the District, pursuant to Section 30.00 of the Law.

Section 2. All Notes so authorized shall contain the recital of validity prescribed by Section 52.00 of the Law and shall be general obligations of the District, and the faith and credit of the District are hereby pledged to the punctual payment of the principal of and interest on the Notes and unless the Notes are otherwise paid or payment provided for, an amount sufficient for such payment shall be inserted in the budget of the District and a tax sufficient to provide for the payment thereof shall be levied and collected.

Section 3. Subject to the provisions of this resolution and the Law, and pursuant to Sections 50.00, 56.00 and 60.00 of the Law, the powers to sell and issue such Notes, including the renewals thereof, and to determine the terms, form and contents, including the manner of execution, of such Notes, and to execute tax certifications relative thereto, are hereby further delegated to the President of the Board of Education.

Section 4. All of such Notes shall be executed in the name of the District by the manual signature of the President of the Board of Education, the Vice President of the Board of Education, the District Treasurer, the District Clerk, or such other officer of the District as shall be designated by the chief fiscal officer of the District, and shall have the corporate seal of the District impressed or imprinted thereon which corporate seal may be attested by the manual signature of the District Clerk.

Section 5. The powers hereby delegated shall be exercised by the President of the Board of Education until such time as the Board of Education, by resolution, shall elect to reassume the same.

Section 6. This resolution shall take effect immediately.

* * *

The adoption of the foregoing resolution was seconded by _____ and duly put to a vote on roll call, which resulted as follows:

AYES:

NOES:

The resolution was declared adopted.

DISTRICT CLERK'S CERTIFICATE

I, Elizabeth Appelbaum, being the duly appointed and acting District Clerk of the Levittown Union Free School District, in the County of Nassau, State of New York, HEREBY CERTIFY that the foregoing resolution was duly adopted at a meeting of the Board of Education of said District duly called and held on March 25, 2020, and such resolution is set forth in the original minutes of said meeting as officially recorded in my office in the Minute Book of said Board of Education and is a true, complete and correct copy of said resolution.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of said District this ____ day of March, 2020.

(SEAL)

District Clerk

Attachment: Agreement RANS TANS (3758 : Authorization the Issuance of Tax Anticipation Note and Revenue Anticipation Note)

3/6/20

STIPULATION OF AGREEMENT made and entered into this __ day of March 2020, by and between the negotiating committees for the Levittown Union Free City School District and the Association of Levittown School Administrators ("the ALSA").

WHEREAS, the parties have engaged in negotiations in good faith in an effort to arrive at a successor agreement to a contract that covers the period July 1, 2017 through June 30, 2020; and

WHEREAS, the parties have arrived at a tentative agreement.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties hereby stipulate and agree as follows:

1. The provisions of this Stipulation are subject to ratification by the Association's membership and ratification and approval by the Board of Education.
2. The respective negotiating committees agree to recommend this Stipulation for ratification/approval.
3. A copy of this original document has been furnished to representatives of the District and the Association.
4. All proposals not covered herein made by either party during the course of negotiations will be deemed dropped.
5. The provisions of the new Agreement will be as per the attached draft agreement, unless subsequently agreed upon in writing by the parties.
6. The new Agreement will include agreed upon non-substantive housekeeping changes, including deleting expired contract language.
7. Article IV(1) (Agency Fee). Delete (unconstitutional).

3/6/20

8. Article V(A)(2) (Salaries/Chairpeople). Effective July 1, 2020, the stipend will be increased by 1.1%. Effective July 1, 2021, the stipend will be increased by an additional 1.1%. Effective July 1, 2022, the stipend will be increased by an additional 1.25%. Effective July 1, 2023, the stipend will be increased by an additional 1.25%. Effective July 1, 2024, the stipend will be increased by an additional 1.25%.

9. Article V(B)(2) (Salaries/Assistant Principals). Effective July 1, 2020, the differential will be increased by 1.1%. Effective July 1, 2021, the differential will be increased by an additional 1.1%. Effective July 1, 2022, the differential will be increased by an additional 1.25%. Effective July 1, 2023, the differential will be increased by an additional 1.25%. Effective July 1, 2024, the differential will be increased by an additional 1.25%.

10. Article V(B)(3) (Salaries/Administrators/Attached Schedules). Effective July 1, 2020, each step on the salary schedule will be increased by 1.1%. Effective July 1, 2021, each step on the salary schedule will be increased by an additional 1.1%. Effective July 1, 2022, each step on the salary schedule will be increased by additional 1.25%. Effective July 1, 2023, each step on the salary schedule will be increased by an additional 1.25%. Effective July 1, 2024, each step on the salary schedule will be increased by additional 1.25%.

11. Article V(B)(3) (Salaries/Administrators/Attached Schedules). Effective July 1, 2020, employees hired into the ALSA Unit, or changing titles within the ALSA Unit, on or after July 1, 2013, will receive a one-time, non-recurring, off-the-salary schedule \$1,000 bonus upon reaching nine and 10, respectively, years of service within the ALSA Unit.

12. Article VII(4) (Work Day, Work Year and Work Load) (New). Add: "Effective July 1, 2020, the summer days required in this Paragraph will include five consecutive days

3/6/20

immediately before the commencement of the school year and two additional days before the commencement of school that will be selected and agreed upon between the District and the employee.”

13. Article XX (Duration). Change 2017 to 2020, and change 2020 to 2025.

FOR THE DISTRICT:

FOR ALSA:

 J-A
John Avera - President

Agreement

This Agreement (this "Agreement") is made and entered into as of the ___ day of _____, 2020, by and between the _____ (the "School District"), with an address of _____, and SCOPE EDUCATION SERVICES (hereinafter referred to as "SCOPE" and/or "Licensee") with offices for the transaction of business located at 100 Lawrence Avenue, Smithtown, New York 11787.

WITNESSETH:

WHEREAS, SCOPE represents that it is in the business of providing a school aged child care program; and

WHEREAS, the Governor of New York issued Executive Order 202.4, which states that School Districts are required to provide Emergency Child Care Services to children of first responders and medical service providers; and

WHEREAS, the School District desires to send students of the School District to the Emergency Child Care Services Program ("Program") established in accordance with Executive Order 202.4 as set forth herein; and

WHEREAS, SCOPE agrees to provide such a Program for children of the School District on the terms and conditions set forth herein;

NOW, THEREFORE, the parties agree as follows:

1. **Consideration.**

The School District agrees to pay an increased membership per week for such services to be provided by SCOPE, for the duration of Executive Order 202.4. This fee will be determined at the conclusion of Executive Order 202.4, not to exceed \$750 per week.

2. **Term.**

The Term of this Agreement shall be for the period of March 23, 2020 through April 1, 2020. By mutual agreement of the Parties, this Agreement may be extended should the Governor extend the requirements of Executive Order 202.4.

3. **SCOPE's Obligations.**

During the term of this Agreement, SCOPE shall have the following obligations.

a SCOPE shall provide the Program for children of first responders and medical personnel in accordance with Executive Order 202.4. The Program shall be conducted at a location to be determined by agreements between school districts hosting the Program ("Host Districts"). The Program shall be conducted during the Hours of Operation as defined by the agreements between the Host Districts and SCOPE.

b In connection with the Program, SCOPE shall be responsible for the administration and management of the Program, including, but not limited to (i) the hiring, training, scheduling and payroll of employees, (ii) the programming of a daily schedule, curriculum and activities, (iii) the registration of students, (iv) scheduling (v) billing of clients, and (vi) daily operations of the Program.

c SCOPE shall provide the necessary staff, supplies and equipment to operate the Program. Daily supervision and administration of the children's activities is solely the responsibility of SCOPE. Children enrolled in the Program shall not be allowed to cause disruption to other parts of the school building or grounds, or engage in unruly, dangerous behavior.

d SCOPE shall ensure that a minimum of one designated staff member is on-site daily. The staff shall remain on-site until 7:00 p.m. each day. SCOPE's staff shall remain on-site with any child who has not been picked up by a parent or pre-authorized adult, at the end of each session until the parent or pre-authorized adult has been reached and has arrived at the site to pick up such child.

e SCOPE shall comply with any and all applicable statutes, laws, rules and/or regulations governing the operation of the Program and hereby represents that it has reviewed and is familiar with those rules and regulations which are applicable to its operation of the Program.

f SCOPE shall require an application for employment, together with a criminal background check of every prospective employee. The names of the individuals to be contracted by SCOPE shall be forwarded to the Superintendent of Schools, together with a representation from SCOPE that it has investigated the references of such individuals not currently employed by the District and said individuals are qualified for employment by it. SCOPE acknowledges that it will not hold itself, its officers, its employees, or agents out as employees of the School District. SCOPE, its officers, its employees and/or its agents, while employed by SCOPE, shall not be considered as having employee status for the purposes of any rights, privileges or benefits derived from employment by the School District. SCOPE shall be responsible for the payment of salaries, benefits, FICA, Workers Compensation, Disability and Unemployment Insurance as required by law for its employees only. SCOPE agrees to

investigate in a timely fashion any complaints about staff and report its action to the Superintendent of Schools.

g. It is understood and agreed that while on school grounds, SCOPE employees and/or agents shall obey all policies, rules, and regulations of the applicable Host District and must follow all reasonable directives of the Host District's administrator's and employees.

h. SCOPE agrees to provide, at its own expense, such materials and supplies as shall be reasonably necessary for the administration of the Program.

i. SCOPE shall be responsible for providing food services to those attendees otherwise qualified in accordance with the Plan submitted to the New York State Education Department by the School District at which the Program is delivered.

j. SCOPE shall ensure that it maintains a fully stocked first aid kit.

k. During the Term of this Agreement, SCOPE shall be solely responsible for the development of marketing materials and advertising of its Program and the expenses associated therewith. SCOPE shall present its advertising plan and its proposed materials to the School District for approval.

l. Under no circumstances shall a contractual relationship be deemed to exist between the School District and those that receive services from SCOPE. SCOPE publications shall explicitly state that the Program is not being offered through the School District. This statement shall appear in a form acceptable to the School District in all materials that are prepared by SCOPE and sent to parents of students in the District.

m. SCOPE agrees that all student information obtained in connection with the services provided for in this Agreement shall be kept confidential to the fullest extent required by law.

n. It is understood and agreed that the parties shall not be responsible for the transportation of children that participate in the program.

4. **School District Obligations.**

During the Term of this Agreement, the School District shall have the following obligations.

a. The School District is responsible for providing SCOPE with contact information for a School District representative to be notified by SCOPE in the event that SCOPE determines there is a need to contact law enforcement agency(s) because of an emergency. In such an emergency, SCOPE shall contact the Superintendent, _____, at the following number: _____. If the Superintendent cannot be reached, SCOPE shall contact at the following number: _____. The School District is responsible for providing SCOPE with any changes to the aforementioned information.

5. Insurance.

SCOPE shall purchase from and maintain in a company or companies lawfully licensed to do business in the State of New York such insurance as will protect SCOPE and SCHOOL DISTRICT from claims set forth below for which SCOPE may be legally liable, whether such operations be by SCOPE or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. Notwithstanding any terms, conditions or provisions, in any other writing between the parties, SCOPE hereby agrees to effectuate the naming of SCHOOL DISTRICT as an additional insured on SCOPE's insurance policies, with the exception of workers' compensation, N.Y. State disability and professional liability. If the policy is written on a claims-made basis, the retroactive date must precede the date of the contract. The policy naming SCHOOL DISTRICT as an additional insured shall:

- a. Purchase an insurance policy from an A.M. Best rated "secured" insurer, licensed in New York State.
- b. State that the organization's coverage shall be primary and non-contributory coverage for SCHOOL DISTRICT, its Board, employees and volunteers.
- c. State that the policy affirmatively provides coverage for claims of negligent hiring, training and supervision, which may arise in the context of sexual molestation, abuse harassment, or similar sexual conduct.
- d. The SCHOOL DISTRICT shall be listed as an additional insured by using endorsement CG 2026 or equivalent. A completed copy of the endorsement must be attached to the certificate of insurance.
- e. The certificate of insurance must describe the specific services provided by the SCOPE that are covered by the commercial general liability policy and the umbrella policy.
- f. At the SCHOOL DISTRICT's request, the SCOPE shall provide a copy of the declaration page of the liability and umbrella policies with a list of endorsements and forms. If so requested, the SCOPE will provide a copy of the policy endorsements and forms.
- g. Required Insurance:
 - i. Commercial General Liability Insurance: \$1,000,000 per occurrence/ \$2,000,000 aggregate.

- ii. 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:
- iii. Professional Errors and Omissions Insurance: \$2,000,000 per occurrence/ \$2,000,000 aggregate for the professional acts of the SCOPE performed under the contract for the SCHOOL DISTRICT. If written on a "claims-made" basis, the retroactive date must pre-date the inception of the contract or agreement. Coverage shall remain in effect for two (2) years following the completion of work.
- iv. Excess Insurance: \$1,000,000 each occurrence and aggregate. Excess coverage shall be on a follow-form basis.
- h. SCOPE acknowledges that failure to obtain such insurance on behalf of the SCHOOL DISTRICT constitutes a material breach of contract. The SCOPE is to provide the SCHOOL DISTRICT with a certificate of insurance, evidencing the above requirements have been met, prior to the commencement of work or use of facilities. The failure of the SCHOOL DISTRICT to object to the contents of the certificate or the absence of same shall not be deemed a waiver of any and all rights held by the SCHOOL DISTRICT.
- i. In the event that any of the insurance coverage to be provided by SCOPE contains a deductible, SCOPE shall indemnify and hold SCHOOL DISTRICT harmless from the payment of such deductible, which deductible shall in all circumstances remain the sole obligation and expense of SCOPE.
- j. SCOPE shall provide the SCHOOL DISTRICT with evidence of the above insurance requirements upon execution of the within Agreement. SCOPE further acknowledges that its failure to obtain or keep current the insurance coverage required by this Agreement shall constitute a material breach of contract and subjects SCOPE to liability for damages including, but not limited to, direct, indirect, consequential, special and any other damages SCHOOL DISTRICT sustains as a result of this breach. In addition, SCOPE shall be responsible for the indemnification to SCHOOL DISTRICT of any and all costs associated with such lapse in coverage including, but not limited to, reasonable attorneys' fees.

- k. Prior to commencement of its services, SCOPE shall obtain and pay for insurance as may be required to comply with the indemnification and hold harmless provisions outlined under this Agreement.

6. Termination.

The School District shall have the right to terminate this Agreement at any time, and this Agreement will be terminated immediately upon the reopening of the School District to students. The School District further agrees to make all reasonable efforts not to disrupt the Program.

7. Indemnification.

To the fullest extent permitted by law, SCOPE agrees to defend, indemnify and hold harmless SCHOOL DISTRICT, its officers, directors, agents, or employees against all claims, demands, actions, lawsuits, costs, damages and expenses, including attorneys' fees, judgments, fines and amounts, arising from any act, omission, error, recklessness or negligence of SCOPE, its officers, directors, agents or employees in connection with the performance of services pursuant to this Agreement. The obligations pursuant to this provision shall survive the termination of this Agreement.

8. Miscellaneous.

a. Entire Agreement. This Agreement evidences the complete understanding and agreement of the parties with respect to the subject matter hereof and supersedes and merges all previous proposals, communications, representations, understandings and agreements, whether oral or written, between the parties with respect to the subject matter hereof. This Agreement may not be modified except by a writing subscribed to by authorized representatives of both parties.

b. Governing Law. This Agreement shall be governed by, and interpreted and enforced in accordance with, the laws of the State of New York without regard to conflicts or choice of law provisions that would defer to the substantive laws of another jurisdiction. Each of the parties hereto consents to the jurisdiction of any state court located within the County of Nassau, State of New York, or federal court in Federal District Court for the Eastern District of New York located in the County of Suffolk, State of New York, and irrevocably agrees that all actions or proceedings relating to this Agreement must be litigated in such courts, and each of the parties waives any objection which it may have based on improper venue or *forum non conveniens* to the conduct of and proceeding in any such court.

c. Assignment. Neither party shall assign or otherwise transfer this Agreement, in whole or in part, whether by assignment, merger, transfer of assets, sale

of stocks, operation of law or otherwise, nor delegate or subcontract any of its rights or obligations hereunder, without the other party's written consent, except to a wholly owned subsidiary or affiliate of the assigning party.

d. Discrimination Prohibited: Neither SCHOOL DISTRICT nor SCOPE will discriminate against any individual because of his/her age, race, creed, color, national origin, sexual orientation, military status, sex, reproductive health decisions, disability, predisposing genetic characteristics or marital status and will take affirmative action to ensure that each individual is afforded equal opportunities without discrimination because of his/her age, race, creed, color, national origin, sexual orientation, military status, sex, reproductive health decisions, disability, predisposing genetic characteristics or marital status.

e. Nothing in the Agreement shall be deemed to constitute a partnership, joint venture, association or similar relationship between the parties hereto or constitute either party as agent for the other for any purpose whatsoever. Neither party shall have the authority to bind the other, or to contract in the name of or create a liability against the other as against any third-party in any way or for any purpose. SCOPE acknowledges that it will not hold itself, its officers, its employees or agents as employees of the School District. SCOPE, its officers, its employees and/or its agents, while employed by SCOPE, shall not be considered as having employee status for the purpose of any rights privileges or benefits derived from employment by the School District.

f. Non-Waiver: No course of dealing of any party hereto, no omission, failure or delay on the part of any party hereto in asserting or exercising any right hereunder, and no partial or single exercise of any right hereunder by any party hereto shall constitute or operate as a waiver of any such right or any other right hereunder. No waiver of any provision hereof shall be effective unless in writing and signed by or on behalf of the party to be charged therewith. No waiver of any provision hereof shall be deemed or construed as a continuing waiver, as a waiver in respect of any other or subsequent breach or default of such provision, or as a waiver of any other provision hereof unless expressly so stated in writing and signed by or on behalf of the party to be charged therewith.

g. Counterparts. This Agreement may be executed in counterparts, all of which shall constitute one single Agreement between the parties hereto.

h. Headings. The headings in this Agreement are for purposes of reference only and shall not in any way limit or affect the meaning or interpretation of any of the terms hereof.

i. The undersigned representatives of SCOPE and the School District hereby

represent and warrant that the undersigned are officers, board members, directors, or agents with full legal rights, power and authority to enter this Agreement on behalf of SCOPE and the School District and bind both parties with respect to the obligations enforceable in accordance with its terms.

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

SCOPE Education Services
100 Lawrence Avenue
Smithtown, New York 11787

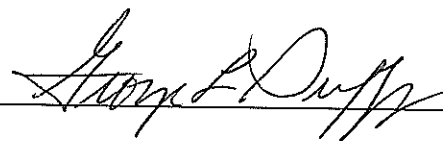
IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the date first above written.

Date: _____

By: _____

SCOPE EDUCATIONAL SERVICES

Date: 3/23/2020



Attachment: Partially Executed Sending Nassau Agreement (3761 : MOA SCOPE Educational Services)