

# 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 23, 2022

Immediately following Budget Planning Session

**Success for Every Student**

---

### CALL TO ORDER

#### I. PUBLIC BE HEARD - AGENDA ITEMS ONLY

#### II. CONSENT AGENDA

1. Valedictorian - Division Avenue High School Inclusive  
Recommended Motion: "WHEREAS, Simar Parmar has earned the distinction of being selected as Valedictorian for the 2022 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 Simar Parmar for her selection as Valedictorian of the 2022 graduating class of Division Avenue High School."

2. Salutatorian Division Avenue High School Inclusive  
Recommended Motion: "WHEREAS, Grace Lim has earned the distinction of being selected as Salutatorian for the 2022 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 Grace Lim for her selection as Salutatorian of the 2022 graduating class of Division Avenue High School."

3. Valedictorian MacArthur High School Inclusive  
Recommended Motion: "WHEREAS, Summer Looney has earned the distinction of being

selected as Valedictorian for the 2022 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 Summer Looney for her selection as Valedictorian of the 2022 graduating class of MacArthur High School."

4. Salutarian MacArthur High School

Recommended Motion: "WHEREAS, Anna Conway has earned the distinction of being selected as Salutarian for the 2022 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 Anna Conway for her selection as Salutarian of the 2022 graduating class of MacArthur High School."

5. Adoption of 2022-2023 Budget for May 17, 2022 Annual Vote

Inclusive

Recommend Motion: "WHEREAS, a proposed school district budget for the 2022-2023 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 4, 2022, it is

RESOLVED, that the estimated expenses of the Levittown School District, as set forth in the proposed budget in the amount of \$239,351,011 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 17, 2022, at the annual meeting of the school district."

6. Transportation Cooperative BOCES

Enclosure

Recommended Motion: "WHEREAS, a number of public school districts in Nassau County wish to jointly solicit proposals, together with the Nassau Board of Cooperative Educational Services ("BOCES") for pupil transportation services for the 2022-2023 school year (and any renewal period) in accordance with the applicable provisions of General Municipal Law;

WHEREAS, the public school districts and the BOCES have agreed to form a Cooperative (the "Cooperative") for this purpose;

WHEREAS, the Levittown Union Free School District is desirous of participating in the Cooperative for joint solicitation of proposals for pupil transportation services as authorized by General Municipal Law, Section 119-0 in accordance with the terms and conditions of the Inter-Municipal Cooperative Transportation Agreement attached hereto;

NOW THEREFORE BE IT RESOLVED, that the Board of Education authorizes the Levittown Union Free School District to participate in the Cooperative; and

BE IT FURTHER RESOLVED, that the Board of Education hereby approves the Inter-Municipal Cooperative Transportation Agreement (Recitals) attached hereto and authorizes the Board President to execute the Agreement on behalf of the Board of Education.”

7. Separation Incentive - Levittown United Teachers (LUT) and Association of Levittown School Administrators Enclosure

Recommended Motion: "RESOLVED, that the Levittown Board of Education does, hereby, authorize the attached retirement incentive for the Levittown United Teachers (LUT) and Association of Levittown School Administrators (ALSA)."

8. SCOPE Education Services Enclosure

Recommended Motion: "RESOLVED, that the Levittown Board of Education does, hereby, approve the attached contract with SCOPE Education Services to provide a summer Enrichment program from July 11, 2022 through August 19, 2022.

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

9. Schedules Enclosure

“RECOMMENDED MOTION: That the Levittown Board of Education does, hereby, approve the following schedules:

- 1001 “Resignations/Terminations, Certified Personnel”
- 1002 “Resignations/Terminations, Non-Instructional Personnel”
- 1003 “Appointments, Certified Personnel”
- 1004 “Coaching”
- 1005 “Appointments, Non-Instructional Personnel”
- 1006 “LOA, Certified Personnel”
- 1007 “LOA, Non-Instructional Personnel”

III. MOTION TO ADJOURN



## ADMINISTRATION

Dr. Robert R. Dillon  
*District Superintendent*  
 (516) 396-2202  
 rdillon@nasboces.org

James R. Widmer  
*Deputy Superintendent*  
 (516) 396-2214  
 jwidmer@nasboces.org

Dr. RG France  
*Associate Superintendent  
 for Curriculum, Instruction and  
 Educational Services*  
 (516) 396-2219  
 rfrance@nasboces.org

## MEMBERS OF THE BOARD

Susan Bergtraum  
*President*

Deborah Coates  
*Vice President*

## TRUSTEES

Ronald Ellerbe  
 Lawrence Greenstein  
 Martin R. Kaye  
 Fran N. Langsner  
 Robert "B.A." Schoen  
 Eric B. Schultz  
 Michael Weinick

March 10, 2022

Presidents of the Boards of Education and Superintendents:

As part of our ongoing efforts to create savings and efficiencies throughout our county, this year, we will once again be coordinating the efforts of our "Nassau County Consortium." This consortium was established to publish county-wide bids allowing school districts more flexibility to work cooperatively to provide their resident students' transportation to private, parochial and special education schools.

Our Nassau County Consortium Transportation Sub-Committee has recently reconvened to formulate a timeline and the necessary steps districts need to take in order to participate in this ongoing initiative.

We have outlined these critical steps and their associated deadlines as follows:

- 1) Prior to April 27, 2022, your school Board must pass a resolution in public session expressing the desire to participate in this cooperative for transportation services and authorizing your school district's participation. (template resolution is attached.)
- 2) Sign the Inter-Municipal Cooperative Agreement which enables your district's participation in the county consortium bidding process (agreement is attached).
- 3) Once these items have been completed, the signed agreement along with either a certification or a copy of your Board's minutes accepting the resolution should be returned to Charles Carollo, at Nassau BOCES, via email at [ccarollo@nasboces.org](mailto:ccarollo@nasboces.org).

At a later date, upon completion of our bidding process and the award to the successful bidders, your school Board will also be asked to approve the county bids.

The county consortium will be bidding out-of-district transportation runs for the school calendar year 2022-23. As you may already be aware, the 21st Century Shared Services Grant ended on March 31, 2015. This grant provided the original funding of the transportation bid consultant from 2010 to 2014. For the services provided by this consultant during the last



several years, the transportation sub-committee arranged to hire Nawrocki Smith LLP – through Nassau BOCES, for \$20,000.

The committee has once again proposed utilizing this same consultant for the 2022-23 cycle. The committee noted that the number of districts participating in past years has ranged from 22 to 30. The cost for participating districts this year will again be \$850 per district and that cost is BOCES-aidable.

Here are the important dates to remember for this year:

- 1) April 8, 2022 – Deadline for school district submission of requested student out-of-district transportation runs to county consortium. A template form will be provided in a subsequent email and once completed should be sent directly to Dimitris Bantileskas at [dbantileskas@ns.cpa](mailto:dbantileskas@ns.cpa).
- 2) April 28, 2022 – Bids will be advertised.
- 3) May 12, 2022 – Bids will be opened.
- 4) June 23, 2022 – Nassau BOCES Board will award the successful bids.
- 5) Subsequent to June 4th, each local school board should adopt all approved bids within their designated area. ***(This should be accomplished NO LATER THAN the local school Boards' August 2022 Board meeting).***

**Due to the very tight timeline outlined, unfortunately, we have no flexibility to accept any late submissions received after these published deadlines.**

**Next Steps:**

In preparation of the bid for the Nassau County consortium, a virtual Zoom meeting has been scheduled for transportation directors on **Wednesday, April 6th from 10:00 to 11:00 a.m.** The purpose of this meeting is to bring together representatives from districts that have their own fleets and districts that do not have their own fleets to discuss and coordinate possible shared service arrangements.

We cannot do this without your help and swift action. We thank you in advance for your consideration and help in this very important endeavor for school districts and taxpayers in Nassau County. As we have learned from prior experience in working with transportation cooperatives, we can save money by being creative and working together.

**As in the past, please remember that bidding the same route in two different consortia is not permitted.**

If you have specific questions, please feel free to email those questions to Charles Carollo at [ccarollo@nasboces.org](mailto:ccarollo@nasboces.org).

Sincerely,

Nassau County Transportation Consortium Sub-Committee:

Charles Carollo (Executive Manager, Nassau BOCES)  
 Robin Allen (Supervisor of Transportation, Port Washington)  
 Maria Belfiore (Transportation Coordinator, Rockville Centre)  
 William Gilberg (Supervisor of Transportation, Mineola)  
 Mike Onufrey (Transportation Supervisor, Sewanhaka)  
 James Popkin (Director of Transportation, Westbury)  
 Lori-Ann Savino (Transportation Supervisor, Jericho)  
 Tom Volpe (Director of Transportation/Safety Officer,  
 Bellmore-Merrick)

CC:mc

Enclosures

cc: Dr. Robert Dillon  
 Mr. James Widmer  
 Mr. Michael Perina  
 Ms. Lisa Schwartz  
 Mr. Dimitris Bantileskas

This Agreement made this \_\_ day of \_\_\_\_\_, 2022 by, between and among the Nassau Board of Cooperative Educational Services ("BOCES") and the following school district: \_\_\_\_\_ (hereinafter collectively referred to as the "Participating School Districts and individually referred to as a "Participating School District").

### RECITALS

**WHEREAS**, the Participating School Districts are required to provide transportation to their respective students;

**WHEREAS**, such pupil transportation is provided by each Participating School District at its individual cost and expense;

**WHEREAS**, the Participating School Districts, together with BOCES, have determined that it would be in their best financial interests to procure pupil transportation services on a cooperative basis;

**WHEREAS**, the Participating School Districts and BOCES desire to enter into an inter-municipal cooperative agreement pursuant to New York General Municipal Law ("GML") section 119-o for the purpose of seeking proposals for pupil transportation services on behalf of the Participating School Districts; and

**WHEREAS**, the Participating School Districts and BOCES are ready and willing to enter into an inter-municipal cooperation agreement for such purposes.

**NOW THEREFORE**, in consideration of the mutual covenants herein, the parties hereto agree as follows:

1. Pursuant to General Municipal Law section 119-o, each Participating School District and BOCES agrees to join together for the purpose of forming a Cooperative (hereinafter

referred to as the “Cooperative”) for purposes of securing pupil transportation services in accordance with applicable law.

2. The Participating School Districts hereby authorize the Nassau BOCES to act as “Lead Participant” of the Cooperative for purposes of facilitating and coordinating: (1) the writing and preparation of the transportation specifications for pupil transportation services; (2) receipt of proposals; and (3) providing the place for the opening of sealed proposals.

3. The Participating School Districts and BOCES agree to cooperatively prepare, review and analyze the transportation specifications and proposal submissions received by the Cooperative for pupil transportation services.

4. Each Participating School District/BOCES shall separately advertise the bid/request for proposal in the official newspaper(s) of the School District. In the event that any Participating School District/BOCES shares the same official newspaper(s) with other Participating School District(s), they may collectively advertise in those official newspaper(s) in an effort to reduce the costs of advertising.

5. Each Participating School District/BOCES shall be responsible for awarding and extending the pupil transportation service contract(s) by resolution of its Board at a public meeting.

6. This Agreement shall commence on September 1, 2022 and terminate on June 30, 2023 and may be renewed annually upon the adoption of a resolution by the Board of each Participating School District and the BOCES.

7. The Agreement is to be approved and executed by all Participating School Districts and BOCES and submitted immediately upon execution with the required resolution attached hereto.

8. This Agreement may not be altered, changed, added to, deleted from or modified except through the mutual written consent of the parties.

9. This Agreement may be executed in counterparts, each of which shall be deemed an original, but which together shall constitute a single instrument.

10. The undersigned representatives of the Participating School Districts and BOCES hereby represent and warrant that they have the full legal rights, power and authority to enter into this Agreement on behalf of the respective school districts and bind the same with respect to the obligations and terms contained herein. This Agreement shall not become binding until approved by each Participating School District by resolution at a duly convened public meeting.

11. The undersigned agrees that any route submitted to the Nassau County Consortium will not be bid in any other consortium or bid on your own concurrently.

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

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

By: \_\_\_\_\_  
PRESIDENT, NASSAU BOARD OF  
COOPERATIVE EDUCATIONAL  
SERVICES

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

By: \_\_\_\_\_  
PRESIDENT, BOARD OF EDUCATION  
\_\_\_\_\_ SCHOOL DISTRICT

3/18/22

## LEVITTOWN UNION FREE UNION FREE SCHOOL DISTRICT

**AGREEMENT FOR THE 2022 SEPARATION INCENTIVE PROGRAM  
FOR ELIGIBLE EMPLOYEES**

AGREEMENT dated March 18, 2022 by and among the Levittown Union Free School District and the Levittown United Teachers ("the LUT") and the Association of Levittown School Administrators ("ALSA") (LUT and ALSA, together, "the Unions").

WHEREAS, the District and the Unions have met and the District received the approval of the Unions to offer the March 23, 2022 Separation Incentive Program ("the Incentive") to LUT and ALSA bargaining unit members; and

WHEREAS, the District and the Unions have negotiated in good faith regarding the terms and conditions of the Incentive, and have reached agreement on the terms and conditions of the Incentive, as set forth below;

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

1. Eligibility:

Any full-time or part-time LUT or ALSA bargaining unit member who: (i) is eligible to obtain pension benefits from the N.Y.S. Teachers' Retirement System, according to applicable law, rules and regulations, without an age-related reduction to his/her pension factor (*i.e.*, is a minimum of 55 years of age with a minimum of 30 years of credited service or is a minimum of 62 years of age with a minimum of 20 years of credited service in the Teachers' Retirement System) **or** who has a minimum of 20 completed years of actual service in the District effective on June 30, 2022; **and** (ii) is employed by the District as of June 30, 2022; **and** (iii) in fact retires into the Teachers' Retirement System effective on June 30, 2022; **and** (iv) notifies the District in writing by not later than May 9, 2022 of the Unit Member's irrevocable intent to separate from employment effective on June 30, 2022; **and** (v) has not submitted to the District as of March 23, 2022 a letter of intended separation from employment; **and** (vi) is not separating from employment pursuant to any State-offered separation incentive or similar program. An "Eligible Employee" is one to whom the Incentive is being offered and fully complies with all of the terms and conditions set forth in the Incentive. This employee will be eligible to participate in this Incentive and will be referred to as an "Eligible Employee."

2. Terms and Conditions:

- A. The Eligible Employee must deliver to the Superintendent of Schools, by no later than May 9, 2022 an unaltered (except for inclusion of the employee's name, the date of signature, the year of resignation and the



3/18/22

employee's signature) irrevocable letter of resignation for retirement purposes attached to the Separation Incentive-related documentation prepared by the District.

- B. This Incentive is effective solely for the District's 2021-2022 school year, which ends on June 30, 2022.
  - C. The Eligible Employee must, by not later than May 9, 2022 execute and submit to the Superintendent of Schools the unaltered (except for inclusion of the employee's name, the date of signature, and the employee's signature) Waiver and General Release of Claims form attached to the Separation Incentive-related documentation prepared by the District.
  - D. In order for this Incentive to be activated and for eligible employees to receive the benefits set forth in this Incentive, a minimum of 15 LUT and/or ALSA Unit Members, excluding teaching assistants, must accurately, completely and timely submit, implement and not rescind all of the documentation required by the terms and conditions of this Incentive. If 15 LUT and/or ALSA Unit Members, excluding teaching assistants, do not accurately, completely and timely submit, implement and not rescind all of the documentation required by the terms and conditions of this Incentive by May 9, 2022, then this Incentive, and any letter of resignation submitted pursuant to this Incentive, will be deemed to be null and void and as though it/they had never been offered, and all documentation submitted by Eligible Employees to the District in support of their acceptance of the Incentive will be returned to them.
  - E. Additional eligibility requirements are set forth elsewhere in this Agreement.
3. BENEFIT:
- A. The Incentive is:
    - i. An Eligible Employee who: (1) complies with the terms and conditions of the Incentive; and (2) who is employed as an LUT or ALSA Unit Member, excluding Teaching Assistants; and (3) who is first eligible during the 2021-2022 school year (*i.e.*, on or between July 1, 2021 and June 30, 2022) to obtain pension benefits from the N.Y.S. Teachers' Retirement System, according to applicable law, rules and regulations, without an age-related reduction to his/her pension factor (*i.e.*, is a minimum of 55 years of age with 30 years of credited service or is a minimum of 62 years of age with a minimum of 20 years of credited service in the Teachers' Retirement System); and (4) who in fact retires into the Teachers' Retirement System effective on June 30, 2022, will receive payment for a maximum of 180 of the Eligible Employee's unused accrued sick leave days as of June 30, 2022 at the

3/18/22

rate of \$200 per day.

- ii. An Eligible Employee who: (1) complies with the terms and conditions of the Incentive; and (2) who is employed as a Teaching Assistant; and (3) who is first eligible during the 2021-2022 school year (*i.e.*, on or between July 1, 2021 and June 30, 2022) to obtain pension benefits from the N.Y.S. Teachers' Retirement System, according to applicable law, rules and regulations, without an age-related reduction to his/her pension factor (*i.e.*, is a minimum of 55 years of age with 30 years of credited service or is a minimum of 62 years of age with a minimum of 20 years of credited service in the Teachers' Retirement System); and (4) who in fact retires into the Teachers' Retirement System effective on June 30, 2022, will receive payment for a maximum of 180 of the Eligible Employee's unused accrued sick leave days as of June 30, 2022 at the rate of \$75 per day.
- iii. An Eligible Employee who: (1) complies with the terms and conditions of the Incentive; and (2) who is employed as an LUT or ALSA Unit Member, excluding Teaching Assistants; (3) who was first eligible prior to the 2021-2022 school year (*i.e.*, prior to July 1, 2021) to obtain pension benefits from the N.Y.S. Teachers' Retirement System, according to applicable law, rules and regulations, without an age-related reduction to his/her pension factor (*i.e.*, is a minimum of 55 years of age with 30 years of credited service or is a minimum of 62 years of age with a minimum of 20 years of credited service in the Teachers' Retirement System); and (4) who in fact retires into the Teachers' Retirement System effective on June 30, 2022, will receive payment for a maximum of 180 of the Eligible Employee's unused accrued sick leave days as of June 30, 2022 at the rate of \$100 per day.
- iv. An Eligible Employee who: (1) complies with the terms and conditions of the Incentive; and (2) who is employed as a Teaching Assistant; and (3) who was first eligible prior to the 2021-2022 school year (*i.e.*, prior to July 1, 2021) to obtain pension benefits from the N.Y.S. Teachers' Retirement System, according to applicable law, rules and regulations, without an age-related reduction to his/her pension factor (*i.e.*, is a minimum of 55 years of age with 30 years of credited service or is a minimum of 62 years of age with a minimum of 20 years of credited service in the Teachers' Retirement System); and (4) who in fact retires into the Teachers' Retirement System effective on June 30, 2022, will receive payment for a maximum of 180 of the Eligible Employee's unused accrued sick leave days as of June 30, 2022 at the rate of \$50 per day.
- v. An Eligible Employee who: (1) complies with the terms and conditions of the Incentive; and (2) who is employed as an LUT or ALSA Unit Member, excluding Teaching Assistants; and (3) who has



3/18/22

a minimum of 20 completed years of actual service in the District effective on June 30, 2022; (4) who in fact retires into the Teachers' Retirement System effective on June 30, 2022, will receive payment for a maximum of 180 of the Eligible Employee's unused accrued sick leave days as of June 30, 2022 at the rate of \$100 per day.

vi. An Eligible Employee who: (1) complies with the terms and conditions of the Incentive; and (2) who is employed as a Teaching Assistant; and (3) who has a minimum of 20 completed years of actual service in the District effective on June 30, 2022; and (4) who in fact retires into the Teachers' Retirement System effective on June 30, 2022, will receive payment for a maximum of 180 of the Eligible Employee's unused accrued sick leave days as of June 30, 2022 at the rate of \$50 per day.

B. The payment will, where applicable, be made directly into the Employee's Section 403(b) account, consistent with relevant law, rules and regulations. If the Employee does not have Section 403(b) account, then the District will deposit the contributions into a Section 403(b) account on behalf of the Employee as required by law.

#### 4. IMPACT ON OTHER CONTRACT PROVISIONS

- A. All other terms and conditions of the LUT and ALSA collective bargaining agreements remain unaltered and in full force and effect except as set forth in this Agreement.
- B. Pursuant to LUT CBA Article IX, and ALSA CBA Article VI, LUT and ALSA Unit Members separating from employment pursuant to the Incentive will only be eligible for District-provided health insurance and dental benefits in retirement if they otherwise meet all preexisting legal and contractual eligibility criteria for that benefit as of June 30, 2022.
- C. Any alleged dispute, complaint, controversy or grievance related to this Agreement including, but not limited to, any dispute, complaint, controversy or grievance related to the documentation prepared pursuant to this Agreement, is hereby excluded from the grievance and arbitration procedure set forth in LUT CBA Article XXIX and ALSA CBA Article XIII. Any alleged dispute, complaint, controversy or grievance related to LUT CBA Article IX and ALSA CBA Article VI (see Section 4(B) above), though, is excluded from this provision.

#### 5. RATIFICATION AND APPROVAL:

The terms and conditions of this Incentive are subject to ratification and approval by the District's Board of Education on March 9, 2022.

3/18/22

6. INVALIDITY OR ILLEGALITY:

If any provision of this Incentive is deemed to be invalid by any court, administrative agency or other neutral of competent jurisdiction, then this entire Incentive will be deemed null and void from its inception.

FOR THE DISTRICT:

\_\_\_\_\_  
Dated:

FOR THE LEVITTOWN UNITED TEACHERS:



\_\_\_\_\_  
Dated: 3/18/2022

FOR THE ASSOCIATION OF LEVITTOWN SCHOOL  
ADMINISTRATORS:



\_\_\_\_\_  
Dated:

3/18/2022

3/18/22

## LEVITTOWN UNION FREE SCHOOL DISTRICT

**WAIVER AND GENERAL RELEASE AGREEMENT**

**PLEASE READ CAREFULLY. THIS AGREEMENT INCLUDES A RELEASE OF ALL CLAIMS AND A WAIVER OF ALL RIGHTS TO MAKE A CLAIM AGAINST THE LEVITTOWN UNION FREE SCHOOL DISTRICT, THE DISTRICT'S BOARD OF EDUCATION, THE MEMBERS OF THE BOARD OF EDUCATION, THE DISTRICT'S SUPERINTENDENT OF SCHOOLS, THE DISTRICT'S OTHER OFFICERS, AGENTS, EMPLOYEES, ATTORNEYS AND REPRESENTATIVES, THEIR PREDECESSORS AND SUCCESSORS, HEIRS AND ASSIGNS, AND ALL PERSONS ACTING BY, THROUGH, UNDER, OR IN CONCERT WITH ANY OF THE ABOVE (COLLECTIVELY, "THE RELEASEES"). YOU HAVE 45 CALENDAR DAYS FROM THE DATE ON WHICH YOU RECEIVE THIS AGREEMENT TO DECIDE WHETHER YOU WISH TO SIGN IT. YOU ARE ADVISED TO CONSULT WITH AN ATTORNEY BEFORE SIGNING THIS AGREEMENT. IF YOU DO SIGN THIS AGREEMENT, YOU HAVE SEVEN CALENDAR DAYS TO CHANGE YOUR MIND AND TERMINATE THIS AGREEMENT, THEREBY RELEASING ALL PARTIES OF ANY OBLIGATIONS SET FORTH IN THIS AGREEMENT.**

This Waiver and General Release Agreement ("the Agreement") entered between and among the Levittown Union Free School District and all of its current or former officers, employees, agents, successors, representatives and assigns including, but not limited to, the members of the District's Board of Education and the District's Superintendent of Schools, and \_\_\_\_\_ ("the Employee").

**WHEREAS**, the District, the Levittown United Teachers ("the LUT") and the Association of Levittown School Administrators ("the ALSA") (LUT and ALSA, together, "the Unions") entered into a separate Agreement dated March 18, 2022, adopting a Separation Incentive Program ("the Incentive"), all of the terms and conditions of which are expressly incorporated in this Agreement as though fully and completely set forth in the Agreement; and

**WHEREAS**, the District's Board of Education voted on March 23, 2022 to ratify the terms of the Incentive; and

**WHEREAS**, pursuant to the terms and conditions of the Incentive, the Employee represents that he or she meets the terms and conditions of the Incentive and has submitted an executed unaltered (except for inclusion of the employee's name, the date of signature, and the employee's signature) irrevocable letter of resignation from the District, in the form attached to the Incentive-related documentation prepared by the District, to be effective at the close of business on June 30, 2022; and



3/18/22

**WHEREAS**, as a condition of the District entering into the Incentive, and the Employee being deemed an Eligible Employee pursuant to the Incentive, the Employee has agreed to execute this Agreement without alteration of any kind (except for inclusion of the Employee's name, the date of signature, and the Employee's signature).

**NOW, THEREFORE**, based upon these mutual premises and agreements, which are incorporated herein as set forth above, the District and the Employee agree as follows:

1. Assuming that the terms and conditions of the Incentive are met, and the Employee signs this Agreement without alteration and complies with the various terms and conditions set forth herein, then the Employee will receive the benefit indicated in the Incentive. Pursuant to Incentive paragraph 2(D), if 15 LUT and/or ALSA Unit Members, excluding Teaching Assistants, do not accurately, completely and timely submit, implement and not rescind all of the documentation required by the Incentive, then the Incentive, as well as the Employees' resignations submitted pursuant to the Incentive, will be deemed to be null and void and of no further force or effect for the relevant school year.
2. Along with the Employee's execution of this Agreement, the Employee will execute and file with the District's Superintendent of Schools an irrevocable letter of resignation effective at the close of business on June 30, 2022, using the unaltered (except for inclusion of the Employee's name, the date of signature, and the Employee's signature) form annexed to this Agreement, and pursuant to the terms and conditions set forth in the Incentive.
3. In exchange for one-half of the benefit set forth in paragraph 1 above and Incentive paragraph 3(A)(i) – (vi), as appropriate, the Employee, for himself or herself, and his or her successors, administrators, executors and assigns, hereby waives and releases the Releasees from any and all claims, charges, complaints or damages, including attorneys' fees, the Employee has or may have against any or all of the Releasees at the time of the execution of this Agreement. This Release includes, but is not limited to, all claims, charges, complaints or damages, whether known at the time of the making of this Agreement or not. These include, but are not limited to, all claims, charges, complaints or damages of discrimination that the Employee may have pursuant to this or any other Agreement and any federal, State or local law and the rules, regulations or procedures promulgated thereunder. Those include, but are not limited to, any action against the Releasees pursuant to the United States and New York State Constitutions, New York Executive Law § 290 *et seq.*, the New York Education Law, 42 U.S.C. § 2000e, *et seq.*, 42 U.S.C. §§ 1983, 1985 and 1988, Title VII of the Civil Rights Act, the Americans with Disabilities Act, the Rehabilitation Act, the Family and Medical Leave Act, the Pregnancy Discrimination Act, the Consolidated Omnibus Budget Reconciliation Act of 1985 ("COBRA"), the Rehabilitation Act of 1973, the Equal Pay Act, the New York State Human Rights Law, the New York State Education, Retirement and Social Security Laws and the New York State Public Employees' Fair Employment Act. They also include, but are not limited to, wrongful termination and rights arising

3/18/22

pursuant to any and all common law causes of action, as well as any applicable collective bargaining agreement and any other agreement(s), from the beginning of the world through and including the date of this Agreement. Further, the Employee will, upon the Employee's execution of this Agreement, waive any and all claims the Employee has or may have against the Releasees for wages or benefits of any kind except for those provided for in this Agreement and the Employee affirmatively represents that, as of the date of execution of this Agreement, (s)he has been paid all monies and benefits to which (s)he is entitled, except for those to be paid pursuant to this Agreement. This Release is intended to be specific where applicable, as well as general and unconditional, but will not apply to any claim that, pursuant to applicable law, may not be released by the Employee.

4. In addition, in exchange for the other half of the benefit set forth in paragraph 1 above and Incentive paragraph 3(A)(i) – (vi), as appropriate, the Employee, for himself or herself, and his or her successors, administrators, executors and assigns, hereby waives and releases any or all of the Releasees from any and all claims, charges, complaints or damages, including attorneys' fees, the Employee has or may have against the Releasees pursuant to the Age Discrimination in Employment Act and the Older Workers Benefit Protection Act, from the beginning of the world through and including the date of this Agreement.

5. Nothing in this Agreement including, but not limited to, the release of claims, prevents the Employee from filing a charge or complaint with, or participating in, an investigation or proceeding conducted by any federal, State or local agency. By signing this Agreement, though, the Employee waives any right to individual relief based on any claims asserted in a charge or complaint, except where a waiver of individual relief is prohibited.

6. This Agreement will not serve as evidence in any pending or future actions, claims, or controversies of any nature whatsoever, in law or equity, except as a complete bar to any claim, action or proceeding involving the Employee's employment relationship with the Releasees, except for the purpose of enforcing this Agreement's terms, in which event it may be disclosed in an enforcement proceeding.

7. Nothing set forth in this Agreement will be construed in any way as precluding the District from fully cooperating with any administrative agency or related investigations concerning the Employee's employment with the District and the cessation thereof.

8. The Employee hereby affirms that, to the extent permitted by law, the Employee will never file a claim or lawsuit or take any other action to assert, or further, any claim that has been released pursuant to the terms of this Agreement. The Employee understands and agrees that payment of the benefits described in this Agreement is not required by law, the District/LUT or ALSA, as appropriate, collective bargaining agreement, District policies and/or procedures.



3/18/22

9. The Employee certifies that the Employee has carefully reviewed all of the terms of this Agreement and understands its full meaning and effect, including the Release of claims. The Employee has been advised to consult with an attorney and has had sufficient time to obtain the benefit of, consultation with, and review of this Agreement by counsel of independent choosing.

10. The Employee acknowledges that his or her waiver and release of rights and claims as set forth in this Agreement is in exchange for valuable consideration to which he or she would not otherwise be entitled to receive.

11. This Agreement has been made by the Employee freely and voluntarily and has not been made as a result of pressure or time constraints except as set forth in paragraph 13. The Employee acknowledges that no representations or promises have been made that are not specifically set forth in this Agreement.

12. The Employee represents and affirmatively states that the Employee does not have any mental or physical illness or condition that would impair the Employee's ability to understand this Agreement and the promises, representations and releases contained herein. The Employee further represents and affirmatively states that, at the time of the execution of this Agreement, the Employee is not under the influence of any substance that would impair the Employee's ability to understand this Agreement and the promises, representations and releases contained herein, including those set forth in this paragraph.

13. The Employee understands that he or she has 45 calendar days from the date he or she was given this Agreement to decide whether to execute and return it to the District. If the Employee does not return this executed and unaltered (except for inclusion of the employee's name, the date of signature and the Employee's signature) Agreement to the Superintendent of Schools, Levittown Union Free School District, 150 Abbey Lane, Levittown NY 11756, within 45 calendar days, any offer implied by this Agreement will be deemed to be withdrawn in its entirety at that time. The Employee further understands that the Employee has seven calendar days after the Employee's execution of this Agreement within which to provide the District with written notice of revocation of this Agreement. If the written notice of revocation is not received by the Superintendent of Schools by the close of business on the seventh day following the Employee's execution of this Agreement, the District agrees that, upon the expiration of the eighth day following the execution of this Agreement by the Employee, and the Employee's compliance with all of the Incentive's terms and conditions, the Employee will be deemed to be an Eligible Employee pursuant to the terms and conditions of the Incentive and this Agreement will become final, binding and irrevocable. THE EMPLOYEE ACKNOWLEDGES THAT THE DISTRICT ENCOURAGED THE EMPLOYEE TO SEEK ADVICE FROM THE UNION AND AN ATTORNEY BEFORE AGREEING TO AND SIGNING THIS AGREEMENT. The Employee further acknowledges that attached to this Agreement is a listing of the ages and job titles of the individuals who are and are not eligible for participation in the Incentive.

3/18/22

14. The Employee acknowledges and understands that, in order for this Incentive to be activated and for the Employee to receive the benefits set forth in this Incentive, a minimum of 15 LUT and/or ALSA Unit Members, excluding Teaching Assistants, must accurately, completely and timely submit, implement and not rescind all of the documentation required by the terms and conditions of this Incentive. If 15 LUT and/or ALSA Unit Members, excluding Teaching Assistants, do not accurately, completely and timely submit, implement and not rescind all of the documentation required by the terms and conditions of this Incentive by May 9, 2022, then this Incentive will be deemed to be null and void and as though it had never been offered, and all documentation submitted by the Employee to the District in support of the Employee's acceptance of the Incentive will be returned to the Employee.

15. This Agreement is made and entered into in the State of New York and will in all respects be interpreted, enforced and governed pursuant to the laws of New York State, but without regard to its conflicts of law principles. The venue of any action concerning this Agreement will be in Nassau County, New York.

16. The language of all parts of this Agreement will in all cases be 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, through counsel, may have prepared a provision whose meaning or interpretation is in dispute.

17. If any provision of this Agreement is found to be unlawful, the remaining provisions will be deemed to be null and void as if they had never been made, and any monies paid to and/or the cash value of any benefits received by the Employee pursuant to the terms and conditions of the Incentive will be immediately reimbursed to the District, with interest at the maximum rate established by law.

18. This Agreement may be executed in more than one counterpart, each of which will be deemed an original, but all of which will constitute one and the same instrument.

19. This Agreement may be executed with original signatures, in counterparts, or by facsimile or PDF-scanned signatures in counterparts, which will be deemed legally binding as fully as an original signature.

20. This Agreement constitutes the entire agreement between the Employee and the District and supersedes any other agreements they may have previously reached. This Agreement, including this provision, may be changed only in a writing signed by the parties and ratified by a duly adopted resolution by the District's Board of Education.

**PLEASE CAREFULLY READ AND CONSIDER THIS AGREEMENT BEFORE EXECUTING IT. THIS WAIVER AND GENERAL RELEASE AGREEMENT**

3/18/22

**INCLUDES A RELEASE OF ALL KNOWN AND UNKNOWN CLAIMS.**

FOR THE DISTRICT:

FOR THE EMPLOYEE:

\_\_\_\_\_  
 Dated: \_\_\_\_\_

\_\_\_\_\_  
 Dated: \_\_\_\_\_

Sworn to before me this  
 \_\_\_\_ day of \_\_\_\_\_ 2022

Sworn to before me this  
 \_\_\_\_ day of \_\_\_\_\_ 2022

\_\_\_\_\_  
 Notary Public

\_\_\_\_\_  
 Notary Public



3/18/22

[DATE]

Dr. Tonie McDonald  
Superintendent of Schools  
Levittown Union Free School District  
150 Abbey Lane  
Levittown NY 11756

Dear Dr. McDonald:

Pursuant to the terms and conditions of the March 23, 2022 Separation Incentive Program offered by the Levittown Union Free School District, please accept this as my irrevocable letter of resignation from the District, effective at the close of business on June 30, 2022. I understand, and represent to you, that my decision to submit this letter is irrevocable and it is made voluntarily and of my own free will.

Sincerely,

3/18/22

**LUT UNIT MEMBERS WHO WILL BE GIVEN THE OPPORTUNITY TO  
PARTICIPATE IN THE VOLUNTARY MARCH 23, 2022 SEPARATION  
INCENTIVE PROGRAM**

Age as of 6/30/22Number

[COMMENCE AT AGE OF YOUNGEST UNIT MEMBER]

21  
22  
23  
24  
25  
26  
27  
28  
29  
30  
31  
32  
33  
34  
35  
36  
37  
38  
39  
40  
41  
42  
43  
44  
45  
46  
47  
48  
49  
50  
51  
52  
53  
54  
55  
56  
57  
58  
59

3/18/22

60  
61  
62  
63  
64  
65  
66  
67  
68  
69  
70

[CONTINUE UNTIL AGE OF OLDEST UNIT MEMBER]

3/18/22

**LUT UNIT MEMBERS WHO WILL NOT BE GIVEN THE OPPORTUNITY TO PARTICIPATE IN THE VOLUNTARY MARCH 23, 2022 SEPARATION INCENTIVE PROGRAM**

Age as of 6/30/22Number

[COMMENCE AT AGE OF YOUNGEST UNIT MEMBER]

21  
22  
23  
24  
25  
26  
27  
28  
29  
30  
31  
32  
33  
34  
35  
36  
37  
38  
39  
40  
41  
42  
43  
44  
45  
46  
47  
48  
49  
50  
51  
52  
53  
54  
55  
56  
57  
58  
59

3/18/22

60  
61  
62  
63  
64  
65  
66  
67  
68  
69  
70

[CONTINUE UNTIL AGE OF OLDEST UNIT MEMBER]

3/18/22

**ALSA UNIT MEMBERS WHO WILL BE GIVEN THE OPPORTUNITY TO  
PARTICIPATE IN THE VOLUNTARY MARCH 23, 2022 SEPARATION  
INCENTIVE PROGRAM**

Age as of 6/30/22Number

[COMMENCE AT AGE OF YOUNGEST UNIT MEMBER]

21  
22  
23  
24  
25  
26  
27  
28  
29  
30  
31  
32  
33  
34  
35  
36  
37  
38  
39  
40  
41  
42  
43  
44  
45  
46  
47  
48  
49  
50  
51  
52  
53  
54  
55  
56  
57  
58  
59

3/18/22

60  
61  
62  
63  
64  
65  
66  
67  
68  
69  
70

[CONTINUE UNTIL AGE OF OLDEST UNIT MEMBER]

3/18/22

**ALSA UNIT MEMBERS WHO WILL NOT BE GIVEN THE OPPORTUNITY TO PARTICIPATE IN THE VOLUNTARY MARCH 23, 2022 SEPARATION INCENTIVE PROGRAM**

Age as of 6/30/22Number

[COMMENCE AT AGE OF YOUNGEST UNIT MEMBER]

21  
22  
23  
24  
25  
26  
27  
28  
29  
30  
31  
32  
33  
34  
35  
36  
37  
38  
39  
40  
41  
42  
43  
44  
45  
46  
47  
48  
49  
50  
51  
52  
53  
54  
55  
56  
57  
58  
59



3/18/22

60  
61  
62  
63  
64  
65  
66  
67  
68  
69  
70

[CONTINUE UNTIL AGE OF OLDEST UNIT MEMBER]

**LEVITTOWN UNION FREE SCHOOL DISTRICT**

This will acknowledge that, on the date stated below, I received a package of materials concerning the March 23, 2022 Separation Incentive Program ("the Incentive") that is being offered pursuant to an agreement among the Levittown Union Free School District, the Levittown United Teachers ("the LUT") and the Association of Levittown School Administrators ("the ALSA") (the LUT and ALSA, together, the "Unions"). This package consists of: (1) a memorandum explaining the Incentive; (2) the Agreement to offer the Incentive; (3) a Waiver and General Release of Claims Agreement that includes both a page listing the ages of LUT and ALSA Unit Members who will and will not have the opportunity to participate in the Incentive, as well as a letter of resignation to be completed by those accepting the Incentive and resigning from employment with the District pursuant to its terms and conditions.

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

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

TO: LEVITTOWN UNITED TEACHERS AND ASSOCIATION OF LEVITTOWN  
SCHOOL ADMINISTRATORS BARGAINING UNIT MEMBERS

FROM: DR. TONIE MCDONALD, SUPERINTENDENT OF SCHOOLS

DATE: MARCH 24, 2022

---

We are pleased to provide you with the following general information regarding the Separation Incentive Program ("the Incentive") that is part of an agreement dated March 23, 2022 among the Levittown United Teachers, the Association of Levittown School Administrators and the Levittown Union Free School District.

1. Any full-time or part-time LUT or ALSA bargaining unit member who: (i) is eligible to obtain pension benefits from the N.Y.S. Teachers' Retirement System, according to applicable law, rules and regulations, without an age-related reduction to his/her pension factor (*i.e.*, is a minimum of 55 years of age with a minimum of 30 years of credited service or is a minimum of 62 years of age with a minimum of 20 years of credited service in the Teachers' Retirement System) **or** who has a minimum of 20 completed years of actual service in the District effective on June 30, 2022; **and** (ii) is employed by the District as of June 30, 2022; **and** (iii) in fact retires into the Teachers' Retirement System effective on June 30, 2022; **and** (iv) notifies the District in writing by not later than May 9, 2022 of the Unit Member's irrevocable intent to separate from employment effective on June 30, 2022; **and** (v) has not submitted to the District as of March 23, 2022 a letter of intended separation from employment; **and** (vi) is not separating from employment pursuant to any State-offered separation incentive or similar program. An "Eligible Employee" is one to whom the Incentive is being offered and fully complies with all of the terms and conditions set forth in the Incentive. This employee will be eligible to participate in this Incentive and will be referred to as an "Eligible Employee."
2. The Incentive is:
  - A. An Eligible Employee who: (1) complies with the terms and conditions of the Incentive; and (2) who is employed as an LUT or ALSA Unit Member, excluding Teaching Assistants; and (3) who is first eligible during the 2021-2022 school year (*i.e.*, on or between July 1, 2021 and June 30, 2022) to obtain pension benefits from the N.Y.S. Teachers' Retirement System, according to applicable law, rules and regulations, without an age-related reduction to his/her pension factor (*i.e.*, is a minimum of 55 years of age with 30 years of credited service or is a minimum of 62 years of age with a minimum of 20 years of credited service in the Teachers' Retirement System); and (4) who in fact retires into the Teachers' Retirement System effective on June 30, 2022, will receive payment for a

maximum of 180 of the Eligible Employee's unused accrued sick leave days as of June 30, 2022 at the rate of \$200 per day.

- B. An Eligible Employee who: (1) complies with the terms and conditions of the Incentive; and (2) who is employed as a Teaching Assistant; and (3) who is first eligible during the 2021-2022 school year (*i.e.*, on or between July 1, 2021 and June 30, 2022) to obtain pension benefits from the N.Y.S. Teachers' Retirement System, according to applicable law, rules and regulations, without an age-related reduction to his/her pension factor (*i.e.*, is a minimum of 55 years of age with 30 years of credited service or is a minimum of 62 years of age with a minimum of 20 years of credited service in the Teachers' Retirement System); and (4) who in fact retires into the Teachers' Retirement System effective on June 30, 2022, will receive payment for a maximum of 180 of the Eligible Employee's unused accrued sick leave days as of June 30, 2022 at the rate of \$75 per day.
- C. An Eligible Employee who: (1) complies with the terms and conditions of the Incentive; and (2) who is employed as an LUT or ALSA Unit Member, excluding Teaching Assistants; (3) who was first eligible prior to the 2021-2022 school year (*i.e.*, prior to July 1, 2021) to obtain pension benefits from the N.Y.S. Teachers' Retirement System, according to applicable law, rules and regulations, without an age-related reduction to his/her pension factor (*i.e.*, is a minimum of 55 years of age with 30 years of credited service or is a minimum of 62 years of age with a minimum of 20 years of credited service in the Teachers' Retirement System); and (4) who in fact retires into the Teachers' Retirement System effective on June 30, 2022, will receive payment for a maximum of 180 of the Eligible Employee's unused accrued sick leave days as of June 30, 2022 at the rate of \$100 per day.
- D. An Eligible Employee who: (1) complies with the terms and conditions of the Incentive; and (2) who is employed as a Teaching Assistant; and (3) who was first eligible prior to the 2021-2022 school year (*i.e.*, prior to July 1, 2021) to obtain pension benefits from the N.Y.S. Teachers' Retirement System, according to applicable law, rules and regulations, without an age-related reduction to his/her pension factor (*i.e.*, is a minimum of 55 years of age with 30 years of credited service or is a minimum of 62 years of age with a minimum of 20 years of credited service in the Teachers' Retirement System); and (4) who in fact retires into the Teachers' Retirement System effective on June 30, 2022, will receive payment for a maximum of 180 of the Eligible Employee's unused accrued sick leave days as of June 30, 2022 at the rate of \$50 per day.
- E. An Eligible Employee who: (1) complies with the terms and conditions of the Incentive; and (2) who is employed as an LUT or ALSA Unit Member,



excluding Teaching Assistants; and (3) who has a minimum of 20 completed years of actual service in the District effective on June 30, 2022; (4) who in fact retires into the Teachers' Retirement System effective on June 30, 2022, will receive payment for a maximum of 180 of the Eligible Employee's unused accrued sick leave days as of June 30, 2022 at the rate of \$100 per day.

- F. An Eligible Employee who: (1) complies with the terms and conditions of the Incentive; and (2) who is employed as a Teaching Assistant; and (3) who has a minimum of 20 completed years of actual service in the District effective on June 30, 2022; and (4) who in fact retires into the Teachers' Retirement System effective on June 30, 2022, will receive payment for a maximum of 180 of the Eligible Employee's unused accrued sick leave days as of June 30, 2022 at the rate of \$50 per day.
- G. The payment will, where applicable, be made directly into the Employee's Section 403(b) account, consistent with relevant law, rules and regulations. If the Employee does not have Section 403(b) account, then the District will deposit the contributions into a Section 403(b) account on behalf of the Employee as required by law.

3. To receive the Incentive, you must:

- A. Deliver to the Superintendent of Schools, by no later than May 9, 2022 an unaltered (except for inclusion of the employee's name, the date of signature and the employee's signature) irrevocable letter of resignation for retirement purposes, attached to the Separation Incentive-related documentation prepared by the District.
- B. By not later than May 9, 2022, execute and submit to the Superintendent of Schools the unaltered (except for inclusion of the employee's name, the date of signature, and the employee's signature) Waiver and General Release of Claims form attached to the separation incentive-related documentation prepared by the District.

You may, of course, return either or both of these documents prior to the due date, and I encourage you to do so. However, you may use the full 45 calendar days to consider whether to sign the Waiver and General Release Agreement.

The letter of resignation will be *conditioned upon* your signing the unaltered (except for inclusion of the employee's name, the date of signature, and the employee's signature) Waiver and General Release of Claims. This means that if, for any reason, you do not sign the Waiver and General Release of Claims, or if you change it before signing it, you will

not be considered to have resigned effective at the close of business on June 30, 2022 and you will not be eligible for the Incentive. *If you nonetheless wish to resign or retire*, you are free to do so, but you will not be eligible for the Incentive's benefit. If that is your preference, you should submit a separate letter confirming your intention.

4. In order for this Incentive to be activated and for eligible employees to receive the benefits set forth in this Incentive, a minimum of 15 LUT and/or ALSA Unit Members, excluding teaching assistants, must accurately, completely and timely submit, implement and not rescind all of the documentation required by the terms and conditions of this Incentive. If 15 LUT and/or ALSA Unit Members, excluding teaching assistants, do not accurately, completely and timely submit, implement and not rescind all of the documentation required by the terms and conditions of this Incentive by May 9, 2022, then this Incentive, and any letter of resignation submitted pursuant to this Incentive, will be deemed to be null and void and as though it/they had never been offered, and all documentation submitted by Eligible Employees to the District in support of their acceptance of the Incentive will be returned to them.
5. The Incentive is completely voluntary. Neither you nor any other employee who is offered the Incentive is required to accept or participate in the Incentive. There will be no penalty if you are offered the Incentive but decline to accept it. You may continue to be employed in the District if you so choose.
6. Prior to making a final decision, you are strongly encouraged to speak with Assistant Superintendent for Human Resources Debbie Rifkin, your Retirement System, your Union representative and an attorney, if you so choose.

Please do not hesitate to contact me if I can be of further assistance.

# 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: SCOPE Education Services

Date(s) of Service: 7/11/22-8/19/22

Description of Services: Summer Enrichment Program

Rate for Services: Self-Sustaining

Annual Estimate Cost at time of approval:

Prior Year Rate for Services:

Administrator Requesting: Todd Winch, Assistant Superintendent for Instruction

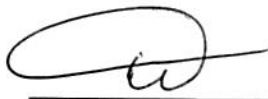
Is the contract signed by the other party:	<u>Yes</u>	No
Is the contract dated by the other party:	<u>Yes</u>	No
Are there any attachments?	<u>Yes</u>	No

Budget Code (on purchase order): F2110.4000.2122.5882

Purchase order #

### Routing:

1. Department Administrator



2. Attorney Review

3/18/22

3. Business Office Review

4. Board of Education Meeting date 3/23/22

**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: SCOPE Education Services (4474 : SCOPE Education Services)



## LICENSE AGREEMENT

Agreement made this 23rd of March 2022, by and between the BOARD OF EDUCATION OF THE LEVITTOWN PUBLIC SCHOOLS, with offices for the transaction of business located at 150 Abbey Lane, Levittown, NY 11756 (hereinafter referred to as the "School District") and SCOPE EDUCATION SERVICES (hereinafter referred to as "SCOPE") with offices for transaction of business located at 100 Lawrence Avenue, Smithtown, New York 11787.

### WITNESSTH:

WHEREAS, the School District has the authority to enter into license agreements for the purpose of providing enrichment programs that it would have otherwise provided to its students;

WHEREAS, SCOPE represents and warrants that is a not for profit organization that operates a Summer Enrichment Program ("Program");

WHEREAS, the School District agrees to provide unneeded space in its facilities to SCOPE in consideration for SCOPE's operation of the Program;

WHEREAS, the School District desires to grant SCOPE a license to provide a Summer Enrichment Program on the premises of the Abbey Lane Elementary School for grades K-5 and the Wisdom Lane Middle School for grades 6-12 for the purpose of providing such services in accordance with the terms and conditions set forth herein;

NOW, THEREFORE, based upon the mutual covenants and understanding between the parties, it is understood and agreed that:

1. **License of Premises.**

During the Term of this Agreement, the School District hereby grants to SCOPE and SCOPE hereby accepts from the School District, a non-transferable, revocable license (the "License") to use certain facilities in the Abbey Lane Elementary School and the Wisdom Lane Middle School to provide services to students enrolled in the Program in accordance with the terms and conditions contained herein.

During the Term of this Agreement, SCOPE shall be permitted to use the Abbey Lane Elementary School and Wisdom Lane Middle School between the hours of 8:00 a.m. to 12:45 p.m. for the period from July 11, 2022 through August 19, 2022.

SCOPE shall have a working plan in place which instructs parents/guardians of early dismissals, cancellations and emergencies. In the event of an emergency closure, the School District shall provide SCOPE with the same advance notice as is given to the School District's administrators.



2. **Term of Agreement.**

The term of the within License Agreement shall be for the period of July 11, 2022 through August 19, 2022.

3. **Fee.**

During the Term hereof, in consideration of the License hereby granted to SCOPE for the use of the School District's facilities, the School District shall provide space for the operation of the Program at no expense to SCOPE.

4. **SCOPE Obligations.**

During the Term of this Agreement, SCOPE shall have the following obligations in connection with the License granted herein:

- a. In consultation with the School District, SCOPE shall provide a Summer Enrichment Program to students entering grades K through 12<sup>th</sup>. SCOPE shall limit enrollment in the Program to eligible students who are residents of the Levittown School District.
- b. SCOPE shall employ and compensate a director, all instructors and support staff that provide the services contemplated by this Agreement. At no time during the period of this agreement shall the employees be considered employees of the School District.
- c. SCOPE shall require an application for employment, together with a criminal background check of every prospective employee. SCOPE acknowledges that it will not hold itself, its officers, its employees or its 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 other rights, privileges or benefits derived from employment by the School District.
- d. SCOPE shall be solely responsible for determining all fees for the courses offered through its Program.
- e. SCOPE shall be responsible for all costs associated with administering its Program.
- f. SCOPE shall comply with any and all applicable statutes, laws, rules and/or regulations of the New York State Education Department concerning operation in a school district facility and hereby represents that it has reviewed and is familiar with those rules and regulations that are applicable to this Agreement.
- g. During the term of this Agreement, SCOPE shall be solely responsible for the development of marketing materials and advertising the Program and expenses associated therewith.

- h. It is understood and agreed that while on school grounds, SCOPE employees and/or agents shall obey all School District rules and regulations and must follow all reasonable directives of the School District's administrators and employees.
- i. 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 or permitted by law.
- j. In the event that SCOPE determines there is a need to contact law enforcement agency(ies) because of an emergency, SCOPE shall also contact the Superintendent of Schools pursuant to section 5(f).

**5. School District Obligations.**

During the term of this Agreement, the School District shall have the following obligations in connection with the License granted herein:

- a. The School District will pay SCOPE a fee of \$320.00 per registration per session for Grades K-8 students enrolled in the Summer Enrichment Program. For high school courses the district will pay a fee of \$160.00 per student per period for each registration. The District will be invoiced by SCOPE for a minimum of 15 students per class section. Payment will be due thirty (30) days from the date of the invoice.
- b. The School District shall provide adequate space at the following schools for operation of the program by SCOPE: Abbey Lane Elementary School and Wisdom Lane Middle School.
- c. In the event that the School District can no longer provide said space, it may, at its option, (1) terminate this Agreement as set forth in paragraph eight (8) hereof, or (2) provide alternative space similar in size to the space utilized by SCOPE. In the event of (2) above, the School District shall give SCOPE thirty (30) days written notice, except in cases of emergency, in which case reasonable notice will suffice, of its need for the space located at the above location and how it intends to proceed as provided in this paragraph.
- d. The School District shall provide to SCOPE in the facilities standard furnishings necessary for the operation of the Program.
- e. The School District shall provide adequate storage space in or near the facilities if available.
- f. 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(ies) because of an emergency. In such an emergency, SCOPE shall contact the Superintendent of Schools at the following



number: \_\_\_\_\_. If the Superintendent cannot be reached, SCOPE shall contact \_\_\_\_\_ at the following number: \_\_\_\_\_. The School District is responsible to provide SCOPE with any changes to the aforementioned information.

**6. Insurance.**

SCOPE shall maintain in full force and effect during the term of this Agreement, from a company or companies lawfully licensed to do business in the State of New York, (i) Workers' Compensation Insurance as prescribed by the law of the State of New York; and (ii) Comprehensive General Liability Insurance which shall insure SCOPE and its staff, during the operation of and in the performance of this Agreement, against claims for bodily injury and personal injury, including death, disease, and property damage, that may arise, either directly or indirectly, as a result of or in connection with this Agreement. The limits of liability under each policy shall provide coverage of \$1 million per claim and \$3 million in the aggregate.

The Commercial General Liability Policy shall include coverage for claims of sexual misconduct, and shall name the School District as an additional insured. SCOPE shall cause its insurer to provide a copy of the insurance certificates to the School District at least ten (10) days prior to the commencement of the Term of this Agreement and to provide further that the School District shall receive thirty (30) days' prior written notice of cancellation, termination or modification of said policies.

**7. Indemnification.**

SCOPE hereby agrees to defend, indemnify and hold harmless the School District and each of its affiliates, successors and assigns, shareholders, officers, directors and employees or agents from and against any and all liabilities or obligations, damages, losses, claims, encumbrances, costs or expenses (including reasonable attorneys' fees) of any nature, whether absolute, contingent or otherwise, (unless same results from the negligence or intentional acts of the School District, its agents or employees) and whether arising at law or in equity (any or all of the foregoing herein referred to as a "Loss"), incurred by the School District as a result of this Agreement or the negligence or intentional acts or omissions of SCOPE or any of its employees, agents or representatives occurring in or on the Facilities of any School.

**8. Termination.**

This agreement may be terminated by either party thirty (30) days written notice to the other party.

**9. 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 and performance hereunder shall be governed by the laws of the State of New York, without giving effect to its principles of conflict of laws.

(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) No Waiver. The waiver or failure of either party to exercise any right in any respect provided for herein shall not be deemed a waiver of any further right hereunder.

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

(f) 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.

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

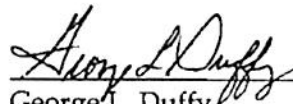
(h) Services provided pursuant to this Agreement shall be provided without regard to race, creed, color, sex, sexual orientation, national origin or sponsorship.

(i) The undersigned representatives of SCOPE and the School District hereby represent and warrant that the undersigned are officers, directors, or agents with full legal rights, power and authority to enter into 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.

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

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

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

  
\_\_\_\_\_  
George L. Duffy  
Executive Director  
SCOPE Education Services  
100 Lawrence Avenue  
Smithtown, New York 11787

Date: 3/17/22



**LEVITOWN UNION FREE SCHOOL DISTRICT  
DATA PRIVACY AGREEMENT**

Between

LEVITTOWN UNION FREE SCHOOL DISTRICT

And

SCOPE EDUCATION SERVICES

**CONTRACTOR**

This Data Privacy Agreement ("DPA") is by and between the Levittown Union Free School District ("the District") and SCOPE Education Services ("the Contractor"), collectively, "the Parties."

**ARTICLE I: DEFINITIONS**

As used in this DPA, the following terms have the following meanings:

1. **Breach:** The unauthorized acquisition, access, use, or disclosure of Personally Identifiable Information of District Data, or a breach of the Contractor's security that leads to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to Personally Identifiable Information.
2. **Commercial or Marketing Purpose:** The sale, use or disclosure of Personally Identifiable Information for purposes of receiving remuneration, whether directly or indirectly; the sale, use or disclosure of Personally Identifiable Information for advertising purposes; or the sale, use or disclosure of Personally Identifiable Information to develop, improve or market products or services to students.
3. **Disclose:** To permit access to, or the release, transfer, or other communication of personally identifiable information by any means, including oral, written or electronic, whether intended or unintended.
4. **District Data:** All information obtained by the Contractor from the District or by the Contractor in connection with the Services provided by the Contractor pursuant to the Service 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 publicly available by the District, except Personally Identifiable Information from student and personnel data which will be considered "District Data" regardless of whether or not it is made public.
5. **Education Record:** An education record as defined in the Family Educational Rights and Privacy Act and its implementing regulations, 20 U.S.C. 1232g and 34 C.F.R. Part 99, respectively.
6. **Educational Agency:** As defined in Education Law 2-d, a school district, board of cooperative educational services, School, or the New York State Education Department.
7. **Eligible Student:** A student who is eighteen years of age or older.

8. **Encrypt or Encryption:** As defined in the Health Insurance Portability and Accountability Act of 1996 (HIPAA) Security Rule at 45 CFR § 164.304, means the use of an algorithmic process to transform Personally Identifiable Information into an unusable, unreadable, or indecipherable form in which there is a low probability of assigning meaning without use of a confidential process or key.
9. **NIST Cybersecurity Framework:** The U.S. Department of Commerce National Institute for Standards and Technology Framework for Improving Critical Infrastructure Cybersecurity Version 1.1.
10. **Parent:** A parent, legal guardian or person in parental relation to the Student.
11. **Personally Identifiable Information ("PII"):** Means personally identifiable information as defined in section 99.3 of Title 34 of the Code of Federal Regulations implementing the Family Educational Rights and Privacy Act, 20 U.S.C 1232g , and Teacher or Principal APPR Data, as defined below.
12. **Release:** Has the same meaning as Disclose.
13. **Service Agreement:** The agreement between the District and the Contractor dated March 23, 2022.
14. **Services:** The services provided by the Contractor to the District pursuant to the Service Agreement.
15. **School:** Any public elementary or secondary school including a charter school, universal pre-kindergarten program authorized pursuant to Education Law § 3602-e, an approved provider of preschool special education, any other publicly funded pre-kindergarten program, a school serving children in a special act school district as defined in Education Law § 4001, an approved private school for the education of students with disabilities, a State-supported school subject to the provisions of Article 85 of the Education Law, or a State-operated school subject to the provisions of Articles 87 or 88 of the Education Law.
16. **Student:** Any person attending or seeking to enroll in an Educational Agency.
17. **Student Data:** Personally identifiable information as defined in section 99.3 of Title 34 of the Code of Federal Regulations implementing the Family Educational Rights and Privacy Act, 20 U.S.C 1232g. Personally identifiable information includes, but is 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 in the District community who does not have personal knowledge of the relevant circumstances to identify the individual with reasonable certainty; and (v) any information requested by a person who the District or the Contractor reasonably believes know the identity of the person to whom a record relates.
18. **Subcontractor:** The Contractor's non-employee agents, consultants and/or other persons or entities not employed by the Contractor who are engaged in the provision of Services pursuant to the Service Agreement.
19. **Teacher or Principal APPR Data:** Personally Identifiable Information from the records of an Educational Agency relating to the annual professional performance reviews of classroom teachers or



principals that is confidential and not subject to Release pursuant to the provisions of Education Law §§ 3012-c and 3012-d.

## **ARTICLE II: PRIVACY AND SECURITY OF PII**

### **1. Compliance with Law.**

In order for the Contractor to provide Services to the District pursuant to the Service Agreement; the Contractor may receive District Data regulated by several New York and federal laws and regulations, among them, the Family Educational Rights and Privacy Act ("FERPA") at 20 U.S.C. § 1232g (34 CFR Part 99); Children's Online Privacy Protection Act ("COPPA") at 15 U.S.C. §§ 6501-6506 (16 CFR Part 312); Protection of Pupil Rights Amendment ("PPRA") at 20 U.S.C. § 1232h (34 CFR Part 98); the Individuals with Disabilities Education Act ("IDEA") at 20 U.S.C. § 1400 et seq. (34 CFR Part 300); New York Education Law § 2-d; and the Commissioner of Education's Regulations at 8 NYCRR Part 121. The Parties enter this DPA to address the requirements of New York law and to protect District Data. The Contractor agrees to maintain the confidentiality and security of District Data in accordance with applicable New York, federal and local laws, rules and regulations.

### **2. Authorized Use.**

The Contractor has no property or licensing rights or claims of ownership to District Data, and the Contractor must not use District Data for any purpose other than to provide the Services set forth in the Service Agreement. The Contractor agrees that neither the Services provided to the District nor the manner in which the Services are provided by the Contractor will violate applicable New York, federal and local laws, rules and regulations.

If the Contractor has access to District Data that is subject to the Family Educational Rights and Privacy Act ("FERPA"), the Contractor acknowledges that for purposes of this Agreement it will be designated as a "school official" with a "legitimate educational interest" pursuant to FERPA and its implementing regulations, and the Contractor agrees to abide by the limitations and requirements imposed on school officials.

### **3. Collection of Data.**

The Contractor represents and warrants that it will only collect data from the District or District employees or other End Users (the term "End Users" means the individuals authorized by the District to access and use the Services) that is necessary to fulfill the Contractor's duties pursuant to the Service Agreement.

### **4. Data Security and Privacy Plan.**

The Contractor must adopt and maintain administrative, technical and physical safeguards, measures and controls to manage privacy and security risks and protect District Data in a manner that complies with New York, federal and local laws, rules and regulations and the District's policies. Education Law § 2-d requires that the Contractor provide the District with a Data Privacy and Security Plan that outlines such safeguards, measures and controls including how the Contractor will implement all applicable state, federal and local data security and privacy requirements. The Contractor's Data Security and Privacy Plan is attached to this DPA as Exhibit C and is incorporated into this DPA.



## 5. The District's Data Security and Privacy Policy

State law and regulation requires the District to adopt a data security and privacy policy that complies with Part 121 of the Regulations of the Commissioner of Education and aligns with the NIST Cyber Security Framework. The Contractor represents and warrants that it will comply with the District's data security and privacy policy and other applicable policies.

## 6. Right of Review and Audit.

Upon request by the District, the Contractor will provide the District with copies of its policies and related procedures that pertain to the protection of PII and District Data. The policies and procedures may be made available in a manner that does not violate Contractor's own information security policies, confidentiality obligations, and applicable laws. In addition, Contractor may be required by the District to undergo an audit of Contractor's privacy and security safeguards, measures and controls as they pertain to alignment with the requirements of applicable New York, federal and local laws, rules and regulations, the District policies applicable to the Contractor, and alignment with the NIST Cybersecurity Framework performed by an independent third party at the Contractor's expense, and provide the written audit report to the District. The Contractor may provide the District with a recent industry standard audit report performed by an independent third party on the Contractor's privacy and security practices as an alternative to undergoing an audit. The determination of whether the previously prepared audit report is "recent" will be determined by the District in its sole judgment.

## 7. Access to/Disclosure of District Data

- (a) The Contractor agrees that it will limit the Contractor's internal access to and only Disclose PII to the Contractor's officers, employees and Subcontractors who need to access the PII in order to provide the Services and that the disclosure of PII will be limited to the extent necessary to provide the Services pursuant to the Service Agreement. The Contractor must take all actions necessary to ensure that all its officers, employees and Subcontractors comply with the terms of this DPA.
- (b) The Contractor must ensure that each Subcontractor performing functions pursuant to the Service Agreement where the Subcontractor will receive or have access to District Data must be contractually bound by a written agreement that includes confidentiality and data security obligations equivalent to, consistent with, and no less protective than, those found in this DPA.
- (c) The Contractor must examine the data security and privacy measures of its Subcontractors prior to utilizing the Subcontractor to ensure compliance with this DPA. If at any point a Subcontractor fails to materially comply with the requirements of this DPA, the Contractor must: notify the District and prevent the Subcontractor's continued access to District Data; and, as applicable, retrieve all District Data received or stored by Subcontractor and/or ensure that District Data has been securely deleted and destroyed in accordance with this DPA. In the event there is an incident in which the Subcontractor compromises PII, the Contractor must follow the Data Breach reporting requirements set forth herein.

- (d) The Contractor will take full responsibility for the acts and omissions of its officers, employees and Subcontractors.
- (e) The Contractor must not Disclose District Data to any other party (a party other than the Contractor's officers or employees or Subcontractors who does not need access to the District Data to provide the Services pursuant to the Service Agreement) without the prior written consent of the District (if necessary, the District will obtain the required consent(s) from third parties) unless the disclosure is required by statute, court order or subpoena, and the Contractor makes a reasonable effort to notify the District of the court order or subpoena in advance of compliance but in any case, provides notice to the District no later than the time the District Data is disclosed, unless such disclosure to the District is expressly prohibited by the statute, court order or subpoena.
- (f) Except as prohibited by law, the Contractor will: (i) immediately notify the District of any subpoenas, warrants, or other legal orders, demands or requests received by the Contractor seeking District Data; (ii) consult with the District regarding the Contractor's response; (iii) cooperate with the District's reasonable requests in connection with efforts by the District to intervene and quash or modify the legal order, demand or request; and (iv) upon the District's request, provide the District with a copy of the Contractor's response.
- (g) Upon the District's request, the Contractor agrees that it will promptly make any District Data held by the Contractor available to the District.

#### 8. Training.

The Contractor must ensure that all its officers, employees and Subcontractors who have access to PII have received or will receive training on the federal and state laws governing confidentiality of the data prior to receiving access.

#### 9. Term and Termination.

This DPA will be effective as of the date the Services Agreement is effective and will terminate on the termination of the Services Agreement. However, the obligations of the parties pursuant to this DPA will survive the expiration of the Service Agreement and will continue until the Contractor and Subcontractors no longer retain PII and no longer retain access to PII.

#### 10. Data Return and Destruction of Data.

- (a) Protecting PII from unauthorized access and disclosure is of the utmost importance to the District, and the Contractor agrees that it is prohibited from retaining PII or continued access to PII or any copy, summary or extract of PII, on any storage medium (including, without limitation, in secure data centers and/or cloud-based facilities) whatsoever beyond the period of providing Services to the District, unless such retention is expressly authorized for a prescribed period by the Service Agreement or other written agreement between the Parties, expressly requested by the District for purposes of facilitating the transfer of PII to the District or expressly required by law. As applicable, upon expiration or termination of



the Service Agreement, the Contractor will transfer PII, in a format agreed to by the Parties to the District.

- (b) If applicable, once the transfer of PII has been accomplished in accordance with the District's written election to do so, the Contractor agrees to return or destroy all PII when the purpose that necessitated its receipt by the Contractor has been completed. Thereafter, with regard to all PII (including without limitation, all hard copies, archived copies, electronic versions, or electronic imaging of hard copies) as well as any and all PII maintained on behalf of the Contractor in a secure data center and/or in cloud-based facilities that remain in the possession of the Contractor or its Subcontractors, the Contractor will ensure that PII is securely deleted and/or destroyed in a manner that does not allow it to be retrieved or retrievable, read or reconstructed. Hard copy media must be shredded or destroyed such that PII cannot be read or otherwise reconstructed, and electronic media must be cleared, purged, or destroyed such that the PII cannot be retrieved. Only the destruction of paper PII, and not redaction, will satisfy the requirements for data destruction. Redaction is specifically excluded as a means of data destruction.
- (c) The Contractor will provide the District with a written certification of the secure deletion and/or destruction of PII held by the Contractor or Subcontractors.
- (d) To the extent that the Contractor and/or its Subcontractors continue to be in possession of any de-identified data (*i.e.*, data that has had all direct and indirect identifiers removed), the Contractor agrees not to attempt to re-identify de-identified data and not to transfer de-identified data to any party.

#### 11. Commercial or Marketing Use Prohibition.

Contractor agrees that it will not sell PII or use or Disclose PII for a Commercial or Marketing Purpose.

#### 12. Encryption.

The Contractor will use industry standard security measures including Encryption protocols that comply with New York law and regulations to preserve and protect PII. Contractor must Encrypt PII at rest and in transit in accordance with applicable New York laws and regulations.

#### 13. Storage.

Contractor must store all District Data within the United States of America.

#### 14. Breach.

- a. The Contractor must promptly notify the District of any Breach of PII in the most expedient way possible and without unreasonable delay and in no event more than seven calendar days after discovery of the Breach. Notifications required pursuant to this section must be in writing and by email (if email address is provided) and personal delivery or nationally recognized overnight carrier. Notifications must to the extent available, include a description of the Breach which includes the date of the incident and the date of discovery; the types of PII affected and the number of records affected; a description of Contractor's investigation; and the contact information for

representatives who can assist the District. Violations of the requirement to notify the District are subject to civil penalty(ies) pursuant to Education Law § 2-d. The Breach of certain PII protected by Education Law §2-d may subject the Contractor to additional penalties.

- b. Notifications required to be made to the District pursuant to this paragraph must be sent to the following people at the following addresses:

Dr. Tonie McDonald  
 Superintendent of Schools  
 150 Abbey Lane  
 Levittown, New York 11756  
 Email: tMcDonald@levittownschools.com

**Todd Winch**  
 Data Privacy Officer  
 150 Abbey Lane  
 Levittown, New York 11756  
 Email: tWinch@levittownschools.com

#### 15. Cooperation with Investigations.

Contractor agrees that it will cooperate with the District and law enforcement, where necessary, in any investigations into a Breach. Any costs incidental to the required cooperation or participation of the Contractor or its' officers, employees or Subcontractors, as related to such investigations, will be the sole responsibility of the Contractor if the Breach is attributable to Contractor or its Subcontractors.

#### 16. Notification to Individuals.

Where a Breach of PII occurs that is attributable to Contractor, Contractor will pay for or promptly reimburse the District for the full cost of the District's notification to Parents, Eligible Students, teachers, and/or principals, in accordance with Education Law § 2-d and 8 NYCRR Part 121.

### **ARTICLE III: PARENT AND ELIGIBLE STUDENT PROVISIONS**

#### 1. Parent and Eligible Student Access.

Education Law § 2-d and FERPA provide Parents and Eligible Students the right to inspect and review their child's or the Eligible Student's Student Data stored or maintained by the District. To the extent Student Data is held by the Contractor pursuant to the Service Agreement, the Contractor must respond within 20 calendar days to the District's requests for access to Student Data so the District can facilitate review by a Parent or Eligible Student, and facilitate corrections, as necessary. If a Parent or Eligible Student contacts Contractor directly to review any of the Student Data held by the Contractor pursuant to the Service Agreement, the Contractor must promptly notify the District and refer the Parent or Eligible Student to the District.

#### 2. Bill of Rights for Data Privacy and Security.

As required by Education Law § 2-d, the Parents Bill of Rights for Data Privacy and Security and the supplemental information for the Service Agreement are annexed hereto as Exhibit A and Exhibit B, respectively, and incorporated into this DPA. The Contractor must complete and sign Exhibits A and B. Pursuant to Education Law § 2-d, the District is required to post the completed Exhibit B on its website.

#### ARTICLE IV: MISCELLANEOUS

##### 1. Priority of Agreements and Precedence.

In the event of a conflict between and among the terms and conditions of this DPA, including all Exhibits attached hereto and incorporated herein and the Service Agreement, the terms and conditions of this DPA will govern and prevail, will survive the termination of the Service Agreement in the manner set forth herein, and supersedes all prior communications, representations, or agreements, oral or written, by the Parties relating thereto.

##### 2. Execution.

This DPA may be executed in one or more counterparts, all of which will be considered one and the same document, as if all parties had executed a single original document, and may be executed utilizing an electronic signature and/ or electronic transmittal, and each signature thereto will be and constitute an original signature, as if all parties had executed a single original document.

Levittown Union Free School District	Vendor
By: (Signature)	By: (Signature) <i>George L. Duffy</i>
(Printed Name)	(Printed Name) George L. Duffy
(Title)	(Title) Executive Director
Date:	Date: 3/17/22



## EXHIBIT A - Education Law § 2-d Parents' Bill of Rights for Data Privacy and Security

### PARENTS' BILL OF RIGHTS FOR 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.

\*\*\*\*\*

Contractor : SCOPE Education Services

Signature: *George L. Duffy*

Printed Name: George L. Duffy

Title: Executive Director

Date: 3/17/22

## EXHIBIT B: BILL OF RIGHTS FOR DATA PRIVACY AND SECURITY -

### SUPPLEMENTAL INFORMATION FOR CONTRACTS THAT UTILIZE PERSONALLY IDENTIFIABLE INFORMATION

Pursuant to Education Law § 2-d and 8 NYCRR § 121.3, the District is required to post information to its website about its contracts with third-party contractors ("Service Agreements") that will receive Personally Identifiable Information ("PII") from Student Data or Teacher or Principal APPR Data.

<u>SCOPE Education Services</u>	
<b>CONTRACTOR NAME</b>	
Term of Service Agreement	Agreement Start Date: July 11, 2022 Agreement End Date: August 19, 2022
Description of the purpose(s) for which Contractor will receive/access/use PII	PII received by the Contractor will be received, accessed and used only to perform the Contractor's Services pursuant to the Service Agreement with the District.
Type of PII that Contractor will receive/access	Check all that apply: <input checked="" type="checkbox"/> Student PII <input type="checkbox"/> Teacher or Principal APPR Data
Subcontractor  Written  Agreement  Requirement	The Contractor will only share PII with entities or persons authorized by the Service Agreement. The Contractor will not utilize Subcontractors without written contracts that require the Subcontractors to adhere to, at a minimum, materially similar data protection obligations imposed on the contractor by state and federal laws and regulations, and the Service Agreement.  Check applicable option. <input checked="" type="checkbox"/> Contractor will not utilize Subcontractors. <input type="checkbox"/> Contractor will utilize Subcontractors.

Data Transition and Secure Destruction	<p>Upon expiration or termination of the Service Agreement, the Contractor will, as directed by the District in writing:</p> <ul style="list-style-type: none"> <li>Securely transfer data to District, or a successor contractor at the District's option and written discretion, in a format agreed to by the parties.</li> <li>Securely delete and destroy data by taking actions that render data written on physical (e.g., hard copy) or electronic media unrecoverable by the both ordinary and extraordinary means.</li> </ul>
Challenges to Data Accuracy	<p>Parents, students, teachers or principals who seek to challenge the accuracy of PII will do so by contacting the District. If a correction to data is deemed necessary, the District will notify the Contractor. The Contractor agrees to facilitate such corrections within 21 calendar days of receiving the District's written request.</p>
Secure Storage and Data Security	<p>The Contractor will store and process District Data in compliance with § 2-d(5) and applicable regulations of the Commissioner of Education, as the same may be amended from time to time, and in accordance with commercial best practices, including appropriate administrative, physical and technical safeguards, to secure district Data from unauthorized access, disclosure, alteration and use. The Contractor will use legally-required, 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 Service Agreement. The Contractor will conduct periodic risk assessments and remediate any identified security vulnerabilities in a timely manner.</p> <p>Please describe where PII will be stored and the security protections taken to ensure PII will be protected and data security and privacy risks mitigated in a manner that does not compromise the security of the data:</p> <p>(a) Storage of Electronic Data (check all that apply):</p> <p><input checked="" type="checkbox"/> Using a cloud or infrastructure owned and hosted by a third party.</p> <p><input type="checkbox"/> Using Contractor owned and hosted solution</p> <p><input type="checkbox"/> Other:</p>



	<p>(b) Storage of Non-Electronic Data: All SCOPE files are stored in a locked climate-controlled environment.</p> <p>(c) Personnel/Workforce Security Measures: SCOPE performs security and awareness training with knowbe4. Proper cyber hygiene is maintained through the organization and protective measures such as AV, firewalls and vulnerability scans are performed per policy.</p> <p>(d) Account Management and Access Control: All user accounts are reviewed for administrative privileges and onboard/offboard policies are followed for account management and change management.</p> <p>(e) Physical Security Measures: The facility has camera access, alarm systems and card access for all parts of the building. Access is reviewed by management monthly.</p> <p>(f) Other Security Measures: SCOPE Employs server and systems monitoring, business continuity planning and systems as well as MFA for remote access and email.</p>
Encryption	Data will be encrypted while in motion and at rest.

Contractor: SCOPE Education Services

Signature : 

Printed Name: George L. Duffy

Title: Executive Director

Date: 3/17/22



## EXHIBIT C - CONTRACTOR'S DATA PRIVACY AND SECURITY PLAN

The Levittown Union Free School District is required to ensure that all contracts with a third-party contractor include a Data Security and Privacy Plan pursuant to Education Law § 2-d and Section 121.6 of the Commissioner's Regulations. The Contractor must complete the following or provide a plan that materially addresses its requirements, including alignment with the NIST Cybersecurity Framework, which is the standard for educational agency data privacy and security policies in New York State. The terms of the plan cannot conflict with any other terms of or Exhibits to the Data Privacy Agreement to which this Exhibit C is attached. **While this plan is not required to be posted to the District's website, contractors should nevertheless ensure that they do not include information that could compromise the security of their data and data systems. DO NOT LIMIT RESPONSES TO THE SPACES PROVIDED.**

1	Outline how you will implement applicable data security and privacy contract requirements over the life of the Contract	SCOPE does not expect to transmit or store any data from any system that School District maintains.
2	Specify the administrative, operational and technical safeguards and practices that you have in place to protect PII.	SCOPE employs next generation firewalls with IDS/IPS security and Endpoint solutions to protect the environment and PII. Least privilege access is employed on data structures and systems by confidential, general, and public categories. A SIEM solution monitors all logs and systems for anomalies. All mobile devices have encryption protection, multi-factor, and encrypted communications. SCOPE team members follow the approved Data Privacy and Security Plan.
3	Specify how your officers, employees and Subcontractors who have access to PII pursuant to the Service Agreement will receive training on the federal and State laws that govern the confidentiality of PII.	SCOPE performs phishing tests monthly as well as annual Security & Awareness training, via the KnowBe4 platform. Training is extended to our supply chain and third-party vendors as required.
4	Outline the processes that ensure that your officers, employees and Subcontractors are bound by written agreement to the requirements of the Service Agreement, at a minimum.	SCOPE employees are required, as part of their employment engagement, to abide to the regulations and requirements from the employment agreement through each information security policy read and signed via the KnowBe4 platform.
5	Specify how you will manage any data security and privacy incidents that implicate PII and describe any specific plans you have in place to identify breaches and/or unauthorized disclosures, and to meet your obligations to report incidents to the District.	SCOPE tabletops the incident response plan every six months. The plan includes incidents that could occur, and the response required to validate the incident and protect the data assets. The incident response plan includes all entities to notify. If

		PII data was affected HIPAA breach notification rules determine the next steps in the response.
6	Describe how data will be transitioned to the District when no longer needed by you to meet your contractual obligations, if applicable.	SCOPE will not be transitioning data as our process does not require us to gather or maintain any School District data.
7	Describe your secure destruction practices and how certification will be provided to the District.	SCOPE uses an accredited asset destruction company to destroy any equipment removed from production per the data destruction policy.
8	Outline how your data security and privacy program/practices align with the District's applicable policies.	SCOPE employs all data security and protection practices aligned to the School District. The protection of student data is a priority of SCOPE. SCOPE administration understands the importance of data privacy and how to protect such data. Security and awareness training as well as risk assessments and the implementation of controls to mitigate the risks.
9	Outline how your data security and privacy program/practices materially align with the NIST CSF v1.1 using the Framework chart below.	<b>SCOPE is Adopting the NIST CIS 18 Controls.</b>



## EXHIBIT C.1 – NIST CSF TABLE

The table below will aid the review of a Contractor's Data Privacy and Security Plan. Contractors should complete the Contractor Response sections in the table below to describe how their policies and practices align with each category in the Data Privacy and Security Plan template. To complete these 23 sections, a Contractor may: (i) Demonstrate alignment using the National Cybersecurity Review (NCSR) Maturity Scale of 1-7 ; (ii) Use a narrative to explain alignment (may reference its applicable policies ); and/or (iii) Explain why a certain category may not apply to the transaction contemplated. Further informational references for each category can be found on the NIST website at <https://www.nist.gov/cyberframework/new-framework>. Please use additional pages if needed.

Function	Category	Contractor Response
IDENTIFY (ID)	<b>Asset Management (ID.AM):</b> The data, personnel, devices, systems, and facilities that enable the organization to achieve business purposes are identified and managed consistent with their relative importance to organizational objectives and the organization's risk strategy.	<p>Tier 6. Tested and Verified: Your organization has formally documented policies, standards, and procedures, implemented is tested and verified.</p> <p>SCOPE has always managed hardware and software assets within financial edge and using an asset tag system. In 2022 SCOPE will review the current asset management policy.</p> <p>SCOPE formally tracks all hardware and software throughout the organization and is in process of updating the latest version of the asset management policy currently enforced. Cloud based scheduling and data storage systems are catalogued and tracked. Data flows are mapped for PII or organizational sensitive data.</p>
	<b>Business Environment (ID.BE):</b> The organization's mission, objectives, stakeholders, and activities are understood and prioritized; this information is used to inform cybersecurity roles, responsibilities, and risk management decisions	<p>Tier 5. Implementation in Process: Your organization has formally documented policies, standards, and procedures and are in the process of implementation.</p> <p>SCOPE business environment objectives and roles are defined for the staff and management based on determined risks.</p> <p>Employees are required to read and acknowledge the roles and responsibilities for cybersecurity.</p> <p>SCOPE has clearly stated organization mission and objectives. Team meetings are held frequently to discuss business operations and strategy. Yearly reviews of the policy or actionable changes are performed as required.</p>
	<b>Governance (ID.GV):</b> The policies, procedures, and processes to manage and monitor the organization's regulatory, legal, risk, environmental, and operational requirements are understood and inform	<p>Tier 5. Implementation in Process: Your organization has formally documented policies, standards, and procedures and are in the process of implementation.</p> <p>SCOPE's current risk management policy is reviewed and updated yearly. A current update is being release by Stetson Cybergroup focusing on risk requirements</p>



the management of cybersecurity risk.	according to FERPA, NY Shield Act and the NIST Framework using the CIS 18 Controls Version 8.
<b>Risk Assessment (ID.RA):</b> The organization understands the cybersecurity risk to organizational operations (including mission, functions, image, or reputation), organizational assets, and individuals.	<p>Tier 6. Tested and Verified: Your organization has formally documented policies, standards, and procedures, implemented is tested and verified.</p> <p>SCOPE performs a yearly risk assessment using the NIST CSF Framework and the CIS 18 Controls Version 8. Risks are identified, categorized, prioritized, and addressed according to the critical nature and importance. During the RA, a Business Impact Analysis is observed to help identify the impact of critical and important systems against the found risks.</p>
<b>Risk Management Strategy (ID.RM):</b> The organization's priorities, constraints, risk tolerances, and assumptions are established and used to support operational risk decisions.	<p>Tier 5. Implementation in Process: Your organization has formally documented policies, standards, and procedures and are in the process of implementation.</p> <p>SCOPE's overall risk tolerance is low based on the infrastructure and systems employed. Reduction of risk is defined by reducing our systems exposures. During the annual risk assessment Stetson Cybergroup identifies risks and addresses high risks by implementing controls that reduce the exposure and/or minimize the risk.</p>
<b>Supply Chain Risk Management (ID.SC):</b> The organization's priorities, constraints, risk tolerances, and assumptions are established and used to support risk decisions associated with managing supply chain risk. The organization has established and implemented the processes to identify, assess and manage supply chain risks.	<p>Tier 6. Tested and Verified: Your organization has formally documented policies, standards, and procedures, implemented is tested and verified.</p> <p>SCOPE assesses the few third-party vendors and supply chain risks with questionnaires and evidence of compliance. SCOPE's third-party vendors are prioritized by the importance to our organization. Risks from each supply chain or vendor is analyzed to determine if other solutions can reduce a specific risk or if our team accepts that risk.</p> <p>SCOPE does not allow third-party contractors to share any information however, all third-party contractors are required to follow SCOPE policies related to security and privacy.</p>
<b>Identity Management, Authentication and Access Control (PR.AC):</b> Access to physical and logical assets and associated facilities is limited to authorized users, processes, and devices, and is managed consistent with the assessed risk of unauthorized access to authorized activities and transactions.	<p>Tier 5. Implementation in Process: Your organization has formally documented policies, standards, and procedures and are in the process of implementation.</p> <p>SCOPE uses the principle of least privilege when providing access controls and uses automated and human controls to monitor unauthorized activities and transactions. Duties are separated for monetary and certain sensitive information systems. SCOPE's sensitive information is enforced by the policies requirements. From onboarding through the off-board policy, least privileged access is applied. Physical security of the environment is protected with cameras and ID cards. Devices are authenticated, documented, and segregated reducing the risk of exposure to critical and sensitive systems. Transaction activities are recorded and maintained.</p>
<b>Awareness and Training (PR.AT):</b> The organization's personnel and partners are provided cybersecurity awareness education and are trained to perform their cybersecurity-related duties and	<p>Tier 6. Tested and Verified: Your organization has formally documented policies, standards, and procedures, implemented is tested and verified.</p> <p>SCOPE uses KnowBe4 to conduct Security &amp; Awareness Training for all employees twice a year and conduct ongoing phishing</p>



PROJECT (PR)	responsibilities consistent with related policies, procedures, and agreements.	exercises.
	<b>Data Security (PR.DS):</b> Information and records (data) are managed consistent with the organization's risk strategy to protect the confidentiality, integrity, and availability of information.	<p>Tier 5. Implementation in Process: Your organization has formally documented policies, standards, and procedures and are in the process of implementation.</p> <p>SCOPE's risk management strategy defines how data is classified as well as the Confidentiality, Integrity, Availability, and Security of the data in transit and at rest. Mobile devices are secured and protected.</p> <p>Sensitive data at rest is encrypted with Bit locker.</p>
	<b>Information Protection Processes and Procedures (PR.IP):</b> Security policies (that address purpose, scope, roles, responsibilities, management commitment, and coordination among organizational entities), processes, and procedures are maintained and used to manage protection of information systems and assets.	<p>Tier 5. Implementation in Process: Your organization has formally documented policies, standards, and procedures and are in the process of implementation.</p> <p>SCOPE currently baselines the hardware and network traffic with a SIEM solution. Hardware and software OS baselines are implemented and updated as required. The DR and IRP plans reflect such images as required. DLP is enforced through the organization email and file systems on Microsoft 365.</p>
	<b>Maintenance (PR.MA):</b> Maintenance and repairs of industrial control and information system components are performed consistent with policies and procedures.	<p>Tier 6. Tested and Verified: Your organization has formally documented policies, standards, and procedures, implemented is tested and verified.</p> <p>SCOPE's systems are maintained with patch management procedures that ensure the latest security patches and firmware is installed when needed as well as automated controlled maintenance. Third part ICS is also monitored and maintained; however, the vendors perform their required updates.</p>
	<b>Protective Technology (PR.PT):</b> Technical security solutions are managed to ensure the security and resilience of systems and assets, consistent with related policies, procedures, and agreements.	<p>Tier 6. Tested and Verified: Your organization has formally documented policies, standards, and procedures, implemented is tested and verified.</p> <p>SCOPE's internal technologies include next gen Antivirus, Anti-Malware, Encryption, Firewalls, Intrusion Detection and Intrusion Protection, audit logging, and a SIEM solution to perform real-time monitoring on multiple potential events. Stetson also employs media restriction to unauthorized devices.</p>
DETECT (DE)	<b>Anomalies and Events (DE.AE):</b> Anomalous activity is detected and the potential impact of events is understood.	<p>Tier 6. Tested and Verified: Your organization has formally documented policies, standards, and procedures, implemented is tested and verified.</p> <p>SCOPE's network traffic is baselined for by the SIEM. All events are analyzed and determined whether an incident has occurred by the SOC.</p>
	<b>Security Continuous Monitoring (DE.CM):</b> The information system and assets are monitored to identify cybersecurity events and verify the effectiveness of protective measures.	<p>Tier 6. Tested and Verified: Your organization has formally documented policies, standards, and procedures, implemented is tested and verified. Mentation.</p> <p>SCOPE internal technologies include synchronized security between the firewall and Antivirus. The security event monitoring digests logs from each source to manage any cybersecurity events. Yearly vulnerability scans occur with automated and manual tools.</p>



RESPOND (RS)	<p><b>Detection Processes (DE.DP):</b> Detection processes and procedures are maintained and tested to ensure awareness of anomalous events.</p>	<p>Tier 5. Implementation in Process: Your organization has formally documented policies, standards, and procedures and are in the process of implementation.</p> <p>Continuous monitoring and testing are performed to ensure real-time detection is achieved should an "event" occur. The processes are followed, and each person involved in the detection process knows the responsibilities. SCOPE tests yearly the IR with tabletop exercises and performs lessons learned after each test.</p>
	<p><b>Response Planning (RS.RP):</b> Response processes and procedures are executed and maintained, to ensure response to detected cybersecurity incidents.</p>	<p>Tier 6. Tested and Verified: Your organization has formally documented policies, standards, and procedures, implemented is tested and verified.</p> <p>SCOPE contracts a full-time MSP and cybersecurity team who are experienced and certified incident response professionals. There is an incident response playbook that is followed, and tabletop exercises performed periodically to test and update the IR procedures, as necessary. Execution of the plan is followed by the responsibilities of each person in the IRP.</p>
	<p><b>Communications (RS.CO):</b> Response activities are coordinated with internal and external stakeholders (e.g. external support from law enforcement agencies).</p>	<p>Tier 6. Tested and Verified: Your organization has formally documented policies, standards, and procedures, implemented is tested and verified.</p> <p>Roles for the operations of the response team include team members assigned to the operation being performed. Incidents are reported and documented per Stetson's IRP plan. Sharing of information to vendors or supply chains is performed as needed.</p>
	<p><b>Analysis (RS.AN):</b> Analysis is conducted to ensure effective response and support recovery activities.</p>	<p>Tier 6. Tested and Verified: Your organization has formally documented policies, standards, and procedures, implemented is tested and verified.</p> <p>In the event of an incident, the IRP process defines the steps to determine if an actual incident or a false incident occurred. In the event a positive incident occurred the IRP follow specific steps whether a BEC investigation or other forensic investigation should occur. The responsibilities of various responses are understood by the teams.</p>
	<p><b>Mitigation (RS.MI):</b> Activities are performed to prevent expansion of an event, mitigate its effects, and resolve the incident.</p>	<p>Tier 6. Tested and Verified: Your organization has formally documented policies, standards, and procedures, implemented is tested and verified.</p> <p>Stetson has a sleuth of tools, scripts, and services to quickly contain and mitigate a risk or incident. Any incident requires a round table to discuss the events performed the time to contain and notification to enhance our processes.</p>
	<p><b>Improvements (RS.IM):</b> Organizational response activities are improved by incorporating lessons learned from current and previous detection/response activities.</p>	<p>Tier 6. Tested and Verified: Your organization has formally documented policies, standards, and procedures, implemented is tested and verified.</p> <p>Lessons are learned and improved upon after a response or incident.</p>
	<p><b>Recovery Planning (RC.RP):</b> Recovery processes and procedures are executed and maintained to ensure restoration of</p>	<p>Tier 6. Tested and Verified: Your organization has formally documented policies, standards, and procedures, implemented is tested and verified.</p>

RECOVER (RC)	systems or assets affected by cybersecurity incidents.	Stetson uses a cloud-based application to backup data daily. In the event of an incident or disaster Stetson would execute the recovery and processes policy for limited downtime.
	<b>Improvements (RC.IM):</b> Recovery planning and processes are improved by incorporating lessons learned into future activities.	<p>Tier 5. Implementation in Process: Your organization has formally documented policies, standards, and procedures and are in the process of implementation.</p> <p>The recovery procedures are tested periodically to ensure data can be retrieved in the case of an "event". Test results are updated to the policy as required. In the event of a recovery a lesson learned team meeting would occur.</p>
	<b>Communications (RC.CO):</b> Restoration activities are coordinated with internal and external parties (e.g. coordinating centers, Internet Service Providers, owners of attacking systems, victims, other CSIRTs, and vendors).	<p>Tier 5. Implementation in Process: Your organization has formally documented policies, standards, and procedures and are in the process of implementation.</p> <p>The last two RC.IM and RC.CO have only been tested at a tabletop as Stetson has not had a cybersecurity event to date. Stetson employs an external publication company in the event a response is required. All recovery communications to vendor or clients are maintained confidentially.</p>

[illegible]



# 2021 -2022 Coaches, Certified Personnel

Board Meeting Date: March 23, 2022

	NAME	LOCATION	SPORT	SEASON	LEVEL	SALARY
1.	***Kelly Turtell	Division Ave HS	Girls Lacrosse	Spring	JV Assistant	\$5,405.99
2.	#John Nizinski	Division Ave HS	Baseball	Spring	JV2	Volunteer
3.	***Nicholas Weinert	MacArthur HS	Baseball	Spring	JV2	Volunteer
4.	James Kern	MacArthur HS	Boys Lacrosse	Spring	JV Assistant	\$5,405.99
5.	^#Anthony D'Amico	Salk MS	Girls Tennis	Spring	Grade 7 & 8	\$3,843.02

^Anthony D'Amico replaces Philip Along previously approved 2/9/22, pending final approval

#New

\*Non-District Certified Teacher

\*\*Non-Teacher

DATE APPROVED: 3/16/22

DISTRICT A.D.: 

DATE APPROVED: \_\_\_\_\_

DISTRICT CLERK: \_\_\_\_\_

Attachment: 1004 Coaching (4471 : Schedules)

[illegible]

**Kelly Turtell**

41 Genevieve Ct Amityville, NY 11701

(516)359-6781

kellyturtell@gmail.com

## Experience

Locust Valley Veterinary Clinic, Locust Valley, NY

March 2021 – Present

Currently working as a vet assistant as well as a receptionist for LVVC. Duties include assisting doctors in examining and treating dogs/cats, as well as filling and administering medication for them. As reception, my duties include maintaining client relations, scheduling appointments, and keeping the office organized and clean.

Long Island Empire Lacrosse, Commack, NY

September 2020 – Present

Currently working as a head coach for a girls travel lacrosse team. Duties include managing practices, creating practice plans, and maintaining communication between players/parents and coaches.

GF Sports (New York Riptide Lacrosse), Garden City, NY

December 2019 – April 2020

Worked as the Community Relations Coordinator for a professional lacrosse team. Duties included coordinating leagues and clinics, targeted community outreach, communicating with vendors and participants as well as maintaining those relationships, coordinating waivers, staffing, equipment management and contracting trainers and volunteers for events.

Cicognani Kalla Architect PLLC, New York, NY

April 2019 – December 2019

Works as an administrative assistant with duties that include maintaining relationships with clients/vendors/contractors, scheduling projects, managing social media account, assisting office manager and architects with project organization and coordination, taking inventory of and managing office equipment and supplies, technical and IT support, organizing and coordinating office events, and general reception responsibilities.

JV High School Lacrosse Coach, Syosset, NY

February 2019 – March 2020

Responsible for creating daily practice plans, coordinating and scheduling game day operations, and coaching.

Intercollegiate Athletic Assistant, Purchase, NY

Sep 2014 – Spring 2018

Duties included managing NCAA game-day operations and special event operations, the set up and break down of fields and courts for intramural sports and special events, and working reception for the athletic dept/building.

## Education

SUNY Purchase College, Purchase NY, BA Degree in Arts Management

August 2014 – May 2018

Related Coursework

- Marketing for the Arts, Finance for the Arts, Funding for the Arts, Managing Artists, Arts Entertainment Law.

Activities and Achievements

- Four-year member and two-year captain of the Purchase women's lacrosse team.
- Three-year member of the Purchase Intercollegiate Athletic Board.



# JOHN NIZINSKI

mr.nizinski@gmail.com | (516) 204-3546 | Bay Shore, NY

## CERTIFICATIONS

NYS Initial Certification in Social Studies, Grades 7-12, Issued 09/2020

## EDUCATION

Long Island University - Greenvale, NY

05/2020

**Master of Science:** Adolescence Education, Social Studies

Quinnipiac University - Hamden, CT

05/2012

**Bachelor of Arts:** Public Relations

## WORK HISTORY

**Substitute Teacher | MacArthur High School - Levittown, NY**

09/2021 - Present

- Instruct students in principles, concepts and in-depth subject matter.
- Uphold classroom routines to support student consistency and production.

**Social Studies Teacher | Levittown Public Schools – Levittown, NY**

06/2021 – 08/2021

- Created and delivered engaging lessons for 7<sup>th</sup> and 8<sup>th</sup> grade U.S History Summer School sessions.
- Instructed students in principles, concepts and in-depth subject matter.
- Promoted classroom routines to ensure efficient and effective instruction.
- Worked to improve student's literacy skills.

**Social Studies Leave Replacement Teacher | Sewanhaka High School - Floral Park, NY**

11/2020 - 01/2021

- Created and delivered inquiry-based lessons for AP Human Geography, Government and Sociology classes.
- Promoted classroom routines to ensure efficient and effective instruction.
- Educated students on national and global social issues and influencing factors.
- Attended professional development sessions on new educational trends and content specific activities.

**Substitute Teacher | Floral Park Memorial High School - Floral Park, NY**

09/2020 – 06/2021

- Assist remote teachers in daily instruction, classroom management and technology.

- Instruct students in principles, concepts and in-depth subject matter.
- Support classroom routines to promote student environments and maintain consistent schedules.
- Assist with proctoring SAT exams, as well as ELA and math assessments.

**Private Tutor | Levittown, NY**

01/2019 - Current

- Collaborate with parents to create tutoring sessions appropriate for student's age, learning preference and learning style.
- Create handouts, guides and assessments to improve student performance.

**Student Teacher | MacArthur High School - Levittown, NY**

01/2020 - 05/2020

- Taught 9th and 10th grade Global History and Geography classes, managing all classroom instruction, assessments, student needs and recordkeeping.
- Aligned instructional approaches with development levels of students to enhance individual learning.
- Worked with individual students to provide personalized educational, behavioral and emotional support.
- Prepared students for standardized testing with a curriculum that offers exercises to promote test taking skills and awareness.
- Utilized SMART board technology and additional technological devices and programs in the classroom to optimize teaching and increase student interest.

**COACHING EXPERIENCE**

**JV Baseball Coach | H. Frank Carey High School – Franklin Square, NY**

03/2021 to 06/2021

- Assist in running the school baseball program including recruitment of student-athletes, improving player skill development and all other day-to-day activities.
- Monitor academic progress of team members and maintain high standards.

**JV Basketball Coach | H. Frank Carey High School – Franklin Square, NY**

01/2021 to 06/2021

- Maintain thorough knowledge of all rules, game procedures, coaching techniques and current trends in basketball.
- Act as a positive role model, as well as provide guidance and support to all players.

Nicholas Weinert  
 26 Acorn Lane  
 Levittown, NY 11756  
 516-325-5924  
[Nickweinert123@aol.com](mailto:Nickweinert123@aol.com)

## Education

### State University of New York, College at Oneonta

*Bachelor of Science in Psychology with a minor in Educational Psychology, May 2021*

### City University of New York, Queens College

*Master of Education in School Psychology (in progress): 2021-present*

Grade Average: 3.67/4.0

## Employment Experience

### Substitute Teacher, MacArthur High School, Levittown, NY 2021- present

- Carry out lesson plan instructions from the classroom teacher, and/or create lesson plans in absence of a prepared lesson.
- Take attendance according to school procedure.
- Assign homework according to teacher's lesson plans.

### Head Baseball Coach, South Shore Elite, Wantagh, NY 2019- present

- Run practices and schedule games/tournaments
- Build team chemistry
- Enforce discipline policies and emphasize sportsmanship

### Camp Counselor, Driftwood Day Camp, NY 2018- 2019

- Ensured children's safety and happiness throughout the day
- Assisted and organized children in different activities and meals
- Communicated with parents and caregivers
- Worked closely with professional staff

### Server, Diner Luxe, Bethpage, NY 2018- 2019

- Maintained high standards of customer service during high-volume, fast-paced operations.
- Communicated clearly and positively with coworkers and management.
- Resolved complaints promptly and professionally.
- Success multitasking while remaining professional and courteous in fast-paced environment

## Accomplishments

- Member of Psychology Club at SUNY Oneonta
- Member of Psi Chi National Honor Society at SUNY Oneonta
- Teaching Assistant at SUNY Oneonta
- President of Club Soccer Team at SUNY Oneonta
  - Organize Practices
  - Communicate with other schools about games
  - Communicating with the school about finances

## Certifications

- School Violence



- Child Abuse
- DASA
- CPR

**Volunteer Work**

- Lorenzo Fernandez Soccer Tournament
  - Set up fields
  - Assist teams to what field they belong at
  - Review the scores of each game

# ANTHONY D'AMICO

3675 Sherry Avenue, Wantagh, NY 11793 // (516) 784-0906 // a2damico@gmail.com

## CERTIFICATIONS

NYS Initial: Physical Education (Grades K-12)  
 NYS Initial: Health Education (Grades K-12) *\*in progress*  
 American Heart Association: First Aid & CPR

## EDUCATION

Advanced Certificate: Health Education—Nassau Community College  
 Master of Arts: Physical Education—Adelphi University  
 Bachelor of Science: Sport Management—Adelphi University

## TEACHING EXPERIENCE

### PERMANENT SUBSTITUTE TEACHER

Salk Middle School—Levittown UFSD

10/2019-Present

- Adapt Physical Education lesson plans to meet the needs of students in the ABA classroom
- Differentiate lessons and modify instruction to target the needs of students with autism and severe cognitive delay
- Work as a 1:1 aide in ABA classroom to ensure time-on-task and to foster life skill instruction
- Manage student behavior through monitoring, supervising, and assessing data collected on behavioral patterns

### PER-DIEM SUBSTITUTE TEACHER

District-Wide Levittown UFSD & Seaford UFSD

6/2017

- Facilitated lessons for teachers while providing behavior management strategies for effective lesson engagement

### K-5TH GRADE PHYSICAL EDUCATION LEAVE REPLACEMENT TEACHER

Lee Road Elementary School—Levittown UFSD

9/2017-6/2019

- Aligned lessons to the Common Core State Standards and American Heart Association for Aerobic Activity parameters
- Integrated SMART Board, YouTube, Plickers, and music technology into interactive lessons
- Developed formative and summative assessments based on rubrics for self-assessment and performance tasks
- Created learning tasks emphasizing locomotor skills, spatial awareness, and soccer, baseball, basketball, and kickball skills
- Utilized interdisciplinary lesson planning, instituting ABC warmups, Math Baseball, Spelling Pinball, and Titanic Challenge
- Organized school-wide activities to promote school spirit and culture, including Field Day, basketball clinics, Jump Rope for Heart, and LEADD (Levittown Education Against Destructive Decisions) week
- Emphasized a Growth Mindset in fostering students' Social and Emotional Learning (SEL)
- Participated in school mentorship program to offer support one-on-one to students with difficult home backgrounds
- Collaborated closely with classroom teachers, physical therapists, and support staff to target students' individual needs

### K-5TH GRADE PHYSICAL EDUCATION STUDENT TEACHER

Harbor Elementary School—Seaford UFSD

3/2017-5/2017

- Modified and differentiated Common Core aligned Physical Education curricula to meet targeted learning goals
- Administered fitness testing, examining pre- and post-assessment data to track student growth over time
- Adapted lessons to targets specific skills highlighted on students' Individualized Education Programs (IEPs)
- Utilized effective behavior management and positive reinforcement for daily student interactions
- Developed positive learning and social competencies and enhanced student engagement through cooperative learning
- Prepared culturally responsive lessons for diverse learners including English Language Learners (ELLs)

### 6TH-8TH GRADE PHYSICAL EDUCATION STUDENT TEACHER

Seaford Middle School—Seaford UFSD

1/2017-3/2017

- Differentiated Physical Education curriculum to meet the needs of diverse students, including those with IEPs
- Integrated Google Classroom and SMART Board technology into interactive learning
- Developed innovative units centered on soccer, football, volleyball, baseball, badminton, basketball, and tennis skills
- Created effective classroom management system centered on engaging and encouraging physical activities

## RELATED EXPERIENCE

### ATHLETICS COACH

Fitness & Athletic Skills Training (F.A.S.T.)—Levittown, NY

9/2015-12/2016

- Provided activities that focused on balance, agility, motor skills, emotional management, and sensory engagement

### YOUTH ROLLER HOCKEY COACH

Skate Safe America—Bethpage, NY

9/2012-1/2014

- Responsible for developing, preparing, and delivering a strong comprehensive strategy to prepare team for games

### SPORTS CAMP COUNSELOR

Levittown Summer Recreation—Levittown, NY

7/2008-8/2011

- Encouraged skill-building, perseverance, teamwork, and fitness in a non-competitive setting

[illegible]



<b>Appointments, Certified Personnel</b>									
<b>Board Meeting Date: March 23, 2022</b>									
	<b><u>Name</u></b>	<b><u>Tenure Area</u></b>	<b><u>Certification</u></b>	<b><u>Step</u></b>	<b><u>Level</u></b>	<b><u>School</u></b>	<b><u>Salary</u></b>	<b><u>Effective Date</u></b>	<b><u>Justification</u></b>
	<b><u>Leave Replacement Teachers:</u></b>								<b><u>Subbing for:</u></b>
1.	Tracy Soldano	Special Ed	Professional	1	MA	MacArthur H. S.	\$73,891	3/28/22	Valente
2.	David Radtke	Elementary	Permanent	1	MA	Wisdom	\$73,891	3/22/22	Locontondo
3.	Jennifer Dackow	Teaching Assistant	Initial	1	III	Northside	\$24,752	3/23/22	Kindergarten
							<u>\$500</u>	(60 + credits)	
							\$25,252		
	<b><u>Hourly Teachers:</u></b>								
4.	Jianuo Sun	Math	Professional			Math Center	\$41.41/hour		
5.	Kayla Conti	English	Initial			Writing Center	\$41.41/hour		
	<b><u>Permanent Subs:</u></b>								
6.	Taylor Traenkle	MacArthur	\$140/day	reinstated)					
7.	Mark Martinez	Northside	\$140/day						
DATE APPROVED: _____			DISTRICT CLERK: _____						
									<b>1003</b>

[illegible]

[illegible]



Resignations, Certified Personnel								
Board Meeting Date: March 23, 2022								
					EFFECTIVE		COMMENT	
	NAME	SCHOOL	POSITION		DATE		EMPLOYEE #	
1.	Maryanne Greco	East Broadway	Elementary		3/9/22		End of assignment - subbing for Greco	
2.	Siobhan Joyce	MacArthur	Teaching Assistant		3/13/22		End of assignment - subbing for Cigna	
3.	Constance Vitale	MacArthur	Teaching Assistant		4/29/22		Resignation - for the purpose of retirement	
4.	Heather Pinkus	East Broadway	Teaching Assistant		4/29/22		Resignation - for the purpose of retirement	
5.	Brady McShreffrey	Abbey	Special Ed		3/23/22		End of assignment - subbing for Gallagher	
6.	Nicole Cunningham	Gardiners	Reading		3/18/22		End of assignment - subbing for Aramini	
7.	Matthew Viola	Salk	Science		6/30/22		Resignation - for the purpose of retirement	
DATE APPROVED _____						DISTRICT CLERK _____		<b>1001</b>

[illegible]