

# AGENDA

## BOARD OF EDUCATION • LEVITTOWN, NEW YORK

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

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SPECIAL MEETING

LEVITTOWN MEMORIAL EDUCATION CENTER  
Tuesday, May 18, 2021

7:00 PM Meeting convenes with anticipated adjournment to Executive Session  
7:30 PM Meeting reconvenes with Special Meeting

**Success for Every Student**

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### CALL TO ORDER

- A. Pledge of Allegiance
- B. Moment of Silence

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

### II. CONSENT AGENDA

#### 1. Certification of Vote

Inclusive

**MOTION:** “BE IT RESOLVED, that the Levittown Board of Education does, hereby, certify the results of Proposition No. 1 (School District Budget Vote), Proposition No. 2 (Library Budget Vote) and Board member elections for the school district and library which took place on Tuesday, May 18, 2021, from 7:00 A.M. to 8:00 P.M. with the following results:

### **PROPOSITION NO. 1: LEVITTOWN UFSD ANNUAL BUDGET FOR 2021-2022**

“RESOLVED, that the School District budget for the school year 2021-2022 proposed by the Board of Education in accordance with Section 1716 of the Education Law and on file with the District Clerk shall be approved and the necessary taxes be levied therefor on the taxable real property of the district.

Results:	Yes	No
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### **SCHOOL DISTRICT BOARD CANDIDATES**

Name	# of votes
Marianne Adrian	

Linda Testamark	
James Moran	

**PROPOSITION NO. 2: Levittown Library Annual Budget for 2021-2022**

“RESOLVED, that the Library budget for the year 2021-2022 proposed by the Board of Trustees of the Levittown Public Library, and a levy of a tax therefore in accordance with Section of 259 of the Education law be approved.

Results:	Yes	No
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**LIBRARY BOARD TRUSTEE**

Name	# of votes
John Pettit-Milonakis	

2. Budget Transfer Enclosure  
 Recommended Motion: "WHEREAS, in compliance with New York State Government Accounting practices, the attached budget transfer has been prepared and recommended by the Assistant Superintendent for Business and Finance,

<u>Code</u>	<u>Code Description</u>	<u>Amount From</u>	<u>Amount To</u>
A2250.4900.00.0000	Spec Ed BOCES Svcs	\$70,000	
A5581.4900.00.0000	Transportation BOCES Svcs		\$70,000

*Reason: To cover additional BOCES routes due to driver shortage.*

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

3. Memorandum of Agreement with CSEA Enclosure  
 Recommended Motion: "RESOLVED, that the Levittown Board of Education does, hereby, ratify and approve the memorandum of agreement dated 5/10/21 between the Levittown UFSD and the Levittown Unit #7551 of the National Educational Local 865 of the Civil Service Employees Association, Inc. (CSEA)."

4. Contract for June 2021 Commencement - Hofstra University Enclosure  
 Recommended Motion: “RESOLVED, that the Levittown Board of Education does, hereby, approve the attached contract between the Levittown Public Schools and Hofstra University for two high school graduation rehearsals and ceremonies for Division Avenue HS and MacArthur HS to be held at the Hofstra Shuart Stadium on June 19, 2021;

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

5. 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 “Consultants”
- 1006 “Extra-Curricular”
- 1007 “Appointments, Non-Instructional”
- 1008 “LOA, Certified Personnel”
- 1009 “LOA, Non-Instructional Personnel”

6. Reaffirmation of Reserves Inclusive  
 Recommended Motion: “WHEREAS, by action of the Levittown Board of Education, the Levittown Union Free School District has previously established certain reserves having the following balances as of the fiscal year ending June 30, 2020;

<b>Reserve Balances</b>	<b>Fiscal Year Ending 6/30/20</b>
Restricted Unemployment	\$994,095
Restricted Worker's Compensation	\$4,266,413
Restricted TRS	\$2,721,127
Restricted ERS	\$10,749,260
Restricted Capital Reserve	\$8,612,854
Restricted Employee Benefit Accrued Liability	\$3,374,845
<b>Totals</b>	<b>\$30,718,594</b>

and WHEREAS, the Levittown Board of Education wishes to utilize and/or contribute additional funds where appropriate; NOW, THEREFORE, BE IT RESOLVED, that the Levittown Board of Education, hereby,

authorizes transfers of 2020-2021 fund balance to any of the properly established reserves not to exceed:

<b>Reserves Transfers Not To Exceed</b>	
Restricted for Workers' Compensation	\$5,000,000
Restricted for Employee Retirement	\$7,000,000
Restricted for Capital Reserve	\$7,000,000
Restricted for Teachers Retirement Reserve	\$3,000,000
<b>Total Transfers</b>	<b>\$22,000,000</b>

Reserves Transfers Not To Exceed Restricted for Workers' Compensation \$ 5,000,000  
 Restricted for Employee Retirement \$ 7,000,000 Restricted for Capital Reserve \$ 7,000,000,  
 Restricted for Teachers Retirement Reserve \$3,000,000  
 Total Transfers \$ 22,000,000”

7. EBALR Reserve

Inclusive

Recommended Motion: “EBALR RESERVE: WHEREAS, the Board of Education of the Levittown Union Free School District (“Board”) has determined that the moneys presently held in the District’s Employee Benefit Accrued Liability Reserve Fund exceeded the amount required for the payment of the monetary value of accumulated or accrued and unused sick leave, holiday leave, and vacation leave to an employee upon termination of employment and separation from service as of June 30, 2021 now, therefore,

BE IT RESOLVED, that the Board hereby directs the District’s Treasurer to take the necessary action to transfer \$X,XXX,XXXX from the District’s Employee Benefit Accrued Liability Reserve Fund into the District’s General Fund, effective June 1, 2021.”

8. 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 an updated retirement incentive for the Levittown United Teachers (LUT) and Association of Levittown School Administrators (ALSA).”

III. MOTION TO ADJOURN

# Levittown Union Free School District

## Business Office

### REQUEST FOR BUDGET TRANSFER

To: Board of Education  
 From: Dr. Christopher Dillon, Assistant Superintendent for Business  
 Co: Dr. Tonie McDonald, Superintendent  
 Date: May 10, 2021  
 Subject: Budget Transfers over \$10,000 for BOE approval

Please authorize the following transfers for the February 10, 2021 Board of Education Meeting:

No.	Code Description From	Code From	Amount	Code Description To	Code To
1	Spec Ed BOCES Svcs	A2250.4900.00.0000	\$70,000	Transportation BOCES Svcs	A5581.4900.00.0000

**Reason: To cover additional BOCES routes due to driver shortage.**

Requested by (print): Linda Dolecek

Requestor by (signature): 

Date: May 10, 2021

REVIEWED BY:   
 Assistant Superintendent for Business

REVIEWED BY: \_\_\_\_\_  
 Superintendent

\_\_\_\_\_ Date

REVIEWED BY: \_\_\_\_\_  
 Board of Education (President)

\_\_\_\_\_ Date

FOR BUSINESS OFFICE USE ONLY

COMPLETED BY: \_\_\_\_\_ BT#: \_\_\_\_\_ DATE RETURNED: \_\_\_\_\_

Attachment: Budget Transfer\_5 10 21 (4221 : Budget Transfer)

5/12/21

AGREEMENT by and between the Levittown Union Free School District and the Levittown Unit #7551 of the Nassau Educational Local #865 of the Civil Service Employees' Association, Inc. ("the CSEA").

WHEREAS, the District and the CSEA are parties to a collective bargaining agreement ("the CBA") covering the period July 1, 2017 to June 30, 2022; and

WHEREAS, pursuant to CBA Article XXV, "[a]ll employees having unused vacation days remaining as of February 28<sup>th</sup> must schedule same by March 1<sup>st</sup>, or same may be assigned by their immediate supervisor, the Superintendent, or the Superintendent's designee"; and

WHEREAS, the COVID-19 pandemic is ongoing; and

WHEREAS, as a result of the unique circumstances of the COVID-19 pandemic, the parties wish to allow Custodial Employees, Groundskeepers and Maintenance Employees to potentially carry over up to five days of accrued, unused vacation from the period July 1, 2020-June 30, 2021 to the period July 1, 2021-June 30, 2022 on a non-precedential basis; and

WHEREAS, the parties have reached an agreement regarding this issue, as set forth more fully below.

NOW, THEREFORE, the parties incorporate each of these WHEREAS clauses into the body of the Agreement as if fully set forth in the body of the Agreement and hereby stipulate and agree as follows:

1. Notwithstanding any practice or provision of the CBA to the contrary, the following will apply only to vacation time that Custodial Employees, Groundskeepers and Maintenance Employees ("Eligible Employees") accrued during the period July 1, 2020 through June 30, 2021:

a. Upon an Eligible Employee's written request to, and the written approval of, the Superintendent or her designee, an Eligible Employee may carry over up to five accrued, unused vacation days from the period July 1, 2020-June 30, 2021 to the period July 1, 2021-June 30, 2022. This written request must be submitted to Chris Milano on or before June 1, 2021 on a form to be prepared and distributed by the District.

b. Eligible Employees will not be entitled to vacation pay for vacation days carried over pursuant to subparagraph "a" if they die or separate from District employment.

c. All other practices and CBA provisions remain in full force and effect except as explicitly amended in this Agreement.

d. The decision of the Superintendent regarding an Eligible Employee's request to carry over vacation days pursuant to subparagraph "a" is not subject to the grievance and arbitration procedure in CBA Article XII and is not reviewable for any reason by any third

5/12/21

party in any forum.

2. Nothing contained herein will be deemed as precedent setting. This document, its existence and contents, may not be cited in any other third party matter, such as, but not limited to, any grievance, arbitration, PERB conference or hearing or any other third party proceeding except for an action to enforce its terms.

3. This Agreement constitutes the entire agreement between the District and the CSEA regarding Employees carrying over vacation from the period July 1, 2020-June 30, 2021 to the period July 1, 2021-June 30, 2022. No other promises have been made. This Agreement, including this paragraph, may only be modified by written agreement executed by both parties and ratified by the Board of Education via a duly adopted resolution.

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

5. 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.

6. This Agreement is subject to ratification by the District's Board of Education. In the event that the Board of Education does not ratify this Agreement, then it will become null and void and no adverse inference will be drawn against either party by virtue of it having entered into it.

FOR THE DISTRICT:

FOR THE CSEA:

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

Date: 5/12/21

Shirley Waldron

Date: 5/12/21

Attachment: Custodial Vacation Carryover MOA (5-10-21) (003) (4219 : Memorandum of Agreement with CSEA)



# 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: Hofstra University

Date(s) of Service: 6/19/21

Description of Services: Use of Hofstra Shuart Stadium for Graduation Ceremonies  
for Division Avenue High School & MacArthur High School

Rate for Services: \$23,004.08 (Cost of \$39,948.52 less \$16,944.44 credit from 6/20/20)

Annual Estimate Cost at time of approval:

Prior Year Rate for Services: \$19,425.92

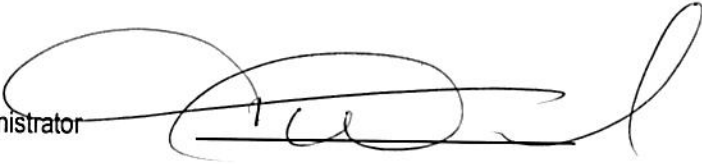

Administrator Requesting: Todd Winch, Assistant Superintendent for Instruction

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

Budget Code (on purchase order): A 2110.4530-00-0000

Purchase order #

**Routing:**

- 1. Department Administrator 
- 2. Attorney Review Yes
- 3. Business Office Review 
- 4. Board of Education Meeting date May 18, 2021

**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: Hofstra Graduation Contract\_Updated (4224 : Hofstra Graduation Contract)





**LICENSE FOR THE USE OF THE HOFSTRA UNIVERSITY FACILITIES  
GRADUATION CEREMONIES**

THIS LICENSING AGREEMENT made and entered into this date of \_\_\_\_\_ between HOFSTRA UNIVERSITY, an educational corporation having its principal office at 240 Hofstra University, Hempstead, NY 11549 hereinafter referred to as the "Licensor, and **Levittown Public Schools** having its principal office at **150 Abbey Lane, Levittown, NY 11756 (516)520-8350** hereinafter referred to as the "Licensee".

**WITNESSETH:**

That the Licensor for and in consideration of the covenants and agreements hereinafter expressed to be kept and faithfully performed by the Licensee, hereby licenses the Licensee the use of the facilities as hereinafter detailed, at Hofstra University, situated at Hempstead, New York, to be used for the purpose of scheduling **MacArthur High School and Division Avenue High School Graduations.**

1. The Licensor hereby agrees to permit said Licensee, upon faithful performance of the terms of this license, to peaceably have and enjoy the use of below mentioned facilities along with the following as described below for the purpose of and for the term described below:

The specific facilities to be licensed are: Shuart Stadium

The specific date & time are:

<u>Day</u>	<u>Date</u>	<u>Start Time</u>	<u>End Times</u>
Saturday	6/19/2021	9:30AM	11:30 AM
Saturday	6/19/2021	2:00PM	4:00 PM

2. The Licensor will provide the following personnel and equipment for this event at the Licensee’s expense as entered:

640.00	Facility Staff
563.28	Teamsters
21,000.00	Set-Up & Breakdown
5,900.00	Production Equipment
867.36	Security Personnel
994.20	Event Clean-Up Crews
433.68	Custodial Staff
750.00	Grounds
300.00	Facility Maintenance Fee
	Dumpster
	Tarp and Detarp
<b>Total</b>	
<b>\$31,448.52</b>	

a) In no event shall the University be liable for any taxes due by Licensee and Licensee hereby indemnifies the University from any such claims for taxes by any taxing authority or party acting on behalf of such taxing authority.

b) If for any reason the Licensor or Licensee determines that more personnel are required subsequent to the signing of this contract, they will be charged to the Licensee at the prevailing rates.

**NOTE: Any items missing at the completion of the event will be billed at cost.**

c) The Licensor shall endeavor to provide sufficient personnel (e.g. custodial, physical plant, event operation) to meet the requirements for each event. If, however, the personnel required exceeds in number the ability of the Licensor to provide, then and in that event, the Licensee shall provide the excess number at its own cost and expense.

d) Additional facilities or services provided to Licensee not specified in this contract, including costs required to comply with applicable laws, including any applicable government orders or requirements, will be billed by the University and added to the final invoice. The University reserves the right to determine the need for additional staffing and to invoice Licensee appropriately.

e) If the Licensee wishes to alter the Stadium in any form such as additional seating, construction of a stage, etc., the additional cost will be incurred by the Licensee with the written consent of the Licensor.

f) A University representative shall assess physical damage to the University's facilities on an on-going basis during and at the conclusion of Licensee's Event. Licensee will be held solely responsible for any and all costs to repair damages caused by Licensee's personnel, participants, guests, invitees or any others attending its Event.

3. The Licensee agrees to pay to the Licensor a license fee of **\$8,500.00** for the use of the facilities heretofore listed plus the additional expenses referenced in Paragraph 2 of this Agreement, for which the current total estimate is **\$31,448.52**. The estimate of additional charges set forth above is non-binding on University and shall not be deemed to limit the actual amount of additional charges which Licensee is responsible for under this Agreement.

4. The amounts due under this License will be paid as follows: The Licensee agrees to pay the Licensor **\$32,086.39**, less any applicable credit, simultaneously with the execution of this agreement. This is comprised of the fee to use the facility as well as 75% of the licensee's estimated expenses. After the completion of the Licensee's event, the Licensor will invoice the Licensee for any outstanding expenses.

5. Licensee accepts the licensed facilities as is in the condition they are in on the date of first use under this Agreement and agrees that the University shall not in any event whatsoever be liable for any illness, injury and /or death of any person or damage to or loss of any person or property of the Licensee, its participants, personnel, guests, invitees or any other person, on or about the licensed premises, or arising out of the exercise of the license.

6. This license Agreement shall apply to the agreed upon date or any adjourned date agreed upon by all parties thereafter

7. The Licensee shall have the right to cancel any of the scheduled events upon giving notice of such cancellation to the Licensor. In the event however, that the entire Event is canceled and Licensor has not received notice re same at least sixty days prior to the event, the deposit provided for in paragraph No. 4 hereof shall be retained by the Licensor. Licensee acknowledges that the amount set forth herein represents liquidated damages and not a penalty, in a reasonable attempt by parties to calculate the lost revenue and other damages suffered by University for losses due to Licensee's lack of performance. The Licensor may cancel for academic or athletic reasons at any time and return all deposits.

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8. The Licensee agrees to quit and surrender said premises to the Licensor at the end of each event in the same condition as at the date of the commencement of the event, ordinary use and wear thereof excepted. Where this contract calls for a specific termination time, the charge for overtime use of the facility will be N/A per half hour, plus overtime charges for personnel. The conclusion of the event is scheduled for N/A

9. The Licensee agrees to abide by and conform to all rules and regulations at the time adopted or prescribed by the Licensor for the government and management of said premises. A copy of said rules and regulations are attached hereto and made at part hereof and are listed as follows: Appendix A: Athletic Facilities Rules and Regulations.

10. The Licensee agrees to comply with all the laws of the United States and of the State of New York and all laws and ordinances of the County of Nassau and the Town of Hempstead and all rules and requirements of applicable municipal authorities and to obtain and pay for all necessary permits and licenses; and not to do, or suffer to be done, anything on said premises during the term of this agreement in violation of any such laws, ordinances, rules or requirements. This agreement shall be governed and construed by the laws of the State of New York.

11. The Licensee agrees not to sell or give away, or authorize or permit the sale or giving away of beer, wine, or intoxicating liquors of any kind, and agrees further to use its best efforts to restrain the use and prohibit the possession of same on the premises of the Licensor.

12. The Licensee agrees to use its best efforts to prevent defacing and/or marring of the premises of the Licensor and agrees, without prior written permission of the Licensor, not to drive, or permit to be driven nails, hooks, tacks, or screws into any part of the buildings, structures or stands on said premises and not to make or allow to be made any alterations or changes of any kinds herein, except as herein provided, and agree not to bring horses or any such animals onto said premises.

13. The Licensee agrees not to post, or exhibit, or allow to be posted or exhibited, signs, advertisements, show bills, lithographs, posters or cards of any description inside or in front of or on any part of the buildings, structures, stands, or grounds of the Licensor without first obtaining written permission and to remove such signs, advertisements, show bills, lithographs, posters or cards of any description which the licensor deems objectionable.

14. The Licensor shall have the sole right to collect and have custody of articles left in any building, structure, stand or upon the grounds of said articles left in any building, structure, stand or upon the grounds of said premises by persons attending any performance, exhibition or entertainment given or held therein or thereupon; and that the Licensee and the Licensee's agents and employees shall not collect or interfere with the collection or custody of any said articles.

15. The Licensor shall have sole and exclusive concession rights; and charge for parking and retain all proceeds. The Licensee shall not engage in the selling of any articles on the premises without written consent of the Licensor.

16. The Licensor shall have the right, through its duly authorized representative, to eject any objectionable person or persons from any buildings, structures or grounds of said premises. The Licensee represents that it has thoroughly checked suitable character and employment references of all employees, and, further, no employees will be left alone and unsupervised with minors.

17. The Licensee shall have the right of ingress and egress to those areas of Licensor's facility indicated above but shall have no other rights to any other part of Licensor's premises. The Licensor, through its duly authorized representative, may at any and all times enter into or upon any of the buildings, structures, stands or grounds of said premises.

18. The Licensee shall not do, or permit to be done, anything in or upon any portion of any building, structure, or stands or grounds, or bring or keep therein or thereon, anything which will in anyway conflict with the condition of any insurance policy upon the buildings, structures, stands, or grounds, or property kept therein, or which will in anyway conflict with the laws or regulations of the Fire Department relating to fires or with any of the rules, regulations or ordinances of the Town of Hempstead. No fireworks may be used on Hofstra property at any time.

19. The Licensee shall not, without the written consent of the Licensor, use oil, burning fluids, camphene, kerosene, naphtha or gasoline for either mechanical or other purpose, or any other agent electricity for illuminating said premises.

20. The Licensee represents that stated facility will be utilized solely for the above stated purpose and further shall not permit said premises to be used for lodging or for any improper, immoral or objectionable purpose.

21. The Licensee shall not assign this license or suffer any use of said premises other than herein specified or sublet said premises or any part thereof without the written consent of the Licensor.

22. Licensee agrees to conduct its activities so as not to endanger or damage any person or property. Licensee agrees to pay the University for any and all damage resulting to University property by use of its employees, agents, invitees or guests. Licensee accepts the licensed facilities as is in the condition they are in on the date of first use under this Agreement and agrees that the University shall not in any event whatsoever be liable for any illness, injury and /or death of any person or damage to or loss of any property of the Licensee, its



participants, personnel, guests, invitees or any other person, on or about the licensed premises, or arising out of the exercise of the license.

To the fullest extent permitted by law, Licensee shall, at its own cost and expense, defend, indemnify and hold the University, its trustees, officers, employees, servants, representatives, and agents harmless from and against any and all claims, loss, expense (including attorney fees, witness fees and all court costs), damage and liability (including statutory liability) resulting from Licensee's failure to perform any obligation under this Agreement; or in any way arising out of or connected with Licensee's use of the licensed premises under this Agreement. Such liability shall not be limited to the insurance coverage herein provided. The foregoing indemnity shall include illness, injury or death of any of Licensee's employees, agents, contractors, participants, guests, or invitees or others present on the licensed premises due to Licensee's Event, and shall not be limited in any way by an amount or type of damages, compensation or benefits payable under any applicable Workers Compensation, Disability Benefits or other similar employee benefits acts. The Licensee agrees to waive its right of subrogation against the University, its trustees, officers, employees, servants, representatives, and agents applicable to any claims brought against the University by the Licensee's employees, agents, contractors, participants, guests, or invitees or others present on the licensed premises due to Licensee's Event. This indemnity provision shall survive the expiration or termination of this Agreement..

23. Licensee shall not be permitted on premises until it has obtained all insurance referred to herein and provided proof as set forth and which has been approved by HOFSTRA. To secure its obligations under the Agreement, Licensee shall secure, pay for and maintain the following insurance policies in full force and effect during the term of the Agreement:

A. Property Insurance upon all equipment(owned, borrowed or leased by the LICENSEE or their employees) to the full replacement value thereof during the full term of this Agreement. This insurance shall insure against damage or loss caused by fire and all other perils covered by a standard "All Risk" insurance policy. LICENSEE agrees to waive their right of subrogation against HOFSTRA. The Property policy shall allow for a Waiver of subrogation in favor of HOFSTRA. Failure of the LICENSEE to secure and maintain adequate coverage shall not obligate HOFSTRA or its agents or employees for any losses.

B. Workers Compensation affording coverage under the Workers Compensation laws of the State of New York and Employers Liability coverage subject to a limit of no less than \$500,000 each employee, \$500,000 each accident, and \$500,000 policy limit.

C. Commercial General Liability insurance for limits of \$1,000,000 per occurrence Bodily Injury and Property Damage combined, \$1,000,000 per occurrence Personal and Advertising injury, \$2,000,000 aggregate Products and Completed Operations Liability, \$100,000 Fire Legal Liability and \$2,000,000 General Aggregate limit per location or project. The policy shall be written on an occurrence basis with no deductible. The policy shall include sexual abuse/molestation coverage.



D. Umbrella Liability Insurance at not less than a \$3,000,000 limit providing excess coverage over all limits and coverages noted in paragraph(c). This Policy shall be written on an occurrence basis.

Policy shall be endorsed to name HOFSTRA as “additional insured”. Definition of “additional insured” shall include HOFSTRA and all its trustees, partners, officers, directors, employees, agents, representatives and its managing agent. Furthermore, coverage for the “additional insured” shall apply on a primary basis irrespective of any other insurance, whether collectible or not.

24. The Licensee agrees to pay all State and Federal and municipal admission taxes, make all necessary tax returns and appropriately register with the commissioner of Internal Revenue, the State Tax commission of the State of New York and such other taxing authorities as may be required.

25. No water closet or other water apparatus shall be used for any purpose other than that for which constructed and intended: and no sweepings, rubbish, rags, papers or other substance shall be thrown therein; and any damage resulting thereto from misuse of any nature or character whatsoever shall be paid to the Licensor by the Licensee.

26. If said premises or any portion of said buildings, structures, stands or grounds during the term of this license shall be damaged by the act, default of, or negligence of the Licensee, or his agents, employees, patrons, guests, or by any person admitted to said premises by Licensee, the Licensee will pay to the Licensor, upon demand, such sum as shall be necessary to restore said premises to the condition existing at the time the licensee entered possession thereof.

27. LICENSEE represents that no trustee, officer, employee or any other person affiliated with Hofstra University and having involvement with this contract (1) is affiliated in any way with the LICENSEE; and (2) received, was promised, or will receive anything of value in connection with this contract or the performance thereof.

28. Licensor prohibits attendees from bringing attaches, backpacks, carry-on suitcases, knapsacks and the like into the contracted facility. Licensor has the right to inspect all other personal property being brought into the contracted Facility.

29. The Licensee is not permitted to hire or provide staff to act as internal or external security personal.

30. The licensor will provide at no cost to the licensee a flower vendor for the enhanced service of the licensee’s guests. This service will be located either in the lobby of the David S. Mack Sports Complex or outside on the plaza, this will be decided by the Hofstra staff based on weather conditions.

31. If the Event is rendered impossible or infeasible by reason of destruction or damage to the facilities, conversion of the facilities to government use, or by any law, act,

regulation, order, or other applicable declaration by any governmental body, including any federal, state, or local restrictions and/or public health guidelines, or by civil tumult, strike, epidemic, pandemic, or Act of God, war, labor dispute, or any other cause beyond the control of the University ("Force Majeure Occurrence"), the University may cancel this Agreement, and the University may (i) retain any deposits paid, which Licensee may apply towards a rescheduled date for the Event , and (ii) Licensee shall pay the University for items of expense or rental incurred by the University that accrued prior to such Force Majeure Occurrence. Thereafter, neither the University nor the Licensee shall have any further obligations or liability whatsoever to each other.

32. If at any time during the term of the Contract it is determined that Licensee is in breach of the terms of same, then in that event the Contract shall be cancelled and Licensee shall be liable for all payments due up to that point.

33. Riders, appendices, and technical requirements may be attached to this Agreement and will become part of the Agreement when signed by the parties.

All of the terms and conditions of this agreement shall be binding upon the parties, their heirs, successors and assigns and cannot be varied or waived by any oral representations or promises by any agent or representative of the parties hereto, unless the same be in writing and mutually signed by the duly authorized agent or agents or representatives who shall have executed this agreement.

In WITNESS WHEREOF, the parties hereto have caused these present to be duly executed by their duly authorized representatives the day and year first above written:

Hofstra University

By: \_\_\_\_\_  
**CATHERINE HENNESSY**  
**SENIOR VICE PRESIDENT FOR**  
**FINANCIAL AFFAIRS AND**  
**TREASURER**  
Licensor  
Date \_\_\_\_\_

\_\_\_\_\_  
**PEGGY MARENGHI**  
**PRESIDENT**  
**LEVITTOWN BOARD OF**  
**EDUCATION**  
Licensee  
Date \_\_\_\_\_

Attachment: Hofstra Graduation Contract\_Updated (4224 : Hofstra Graduation Contract)



## APPENDIX A

ATHLETIC FACILITIES  
RULES AND REGULATIONS

1. No unauthorized use of the Facility or Field
2. No breaking of any laws of the Town, County, State or Federal Agency.
3. No alcoholic beverages allowed in any Facility or Field
4. No smoking anywhere in the Facility or on Field.
5. No obstructions of exits, stairwells, hallways, doorways, aisles or elevators.
6. No soliciting or unnecessary littering in the Facility or Field
7. No unauthorized use of Press Box Facilities.
8. Only authorized personnel allowed in restricted areas or on playing field.
9. No hanging of signs, posters or banners unless authorized by Athletic Facilities Management.
10. No driving of vehicles into the Facility or on the Field without the consent of the Stadium Management.
11. No activity involving any chemical agent that would be harmful to the Facility or Field surface shall be used.
12. No unauthorized personnel shall remain in the Facility or on the Field after completion of an event.
13. No concessions allowed unless authorized by Athletic Facilities.
14. No food or beverages allowed outside designated area
15. No unauthorized personnel shall be allowed inside the concession area.
16. Hofstra is not responsible for valuables left in locker areas. Teams should make provision to secure valuables in a locker or other means.
17. Signs for events are not permitted on campus. However, Porta-signs may be used after receiving authorization from Athletic Facilities
18. Hofstra University students must be admitted to outside events at a reduced rate to be agreed upon at signing of the contract.

### Rider- Preventing the Spread of COVID-19

Rider to the agreement dated \_\_\_\_\_ (“Agreement”) between Hofstra University (“University”) and \_\_\_\_\_ (along with its employees, agents, subcontractors, guests and invitees, hereinafter collectively referred to as “Licensee”).

Licensee is required to comply with all applicable health and safety rules to prevent the spread of COVID-19. This includes all federal, state, and local laws, rules, regulations, and orders, including New York State’s COVID-19-related Executive Orders, Reopening Guidance, Statewide Guidelines and industry/function-specific Guidelines, including but not limited to New York State’s *Updated Interim Guidance for End of Academic Year Celebrations During the COVID-19 State of Emergency* (“State Graduation Guidance”), and any COVID-19 related permits/permit requirements (“Laws”), as well as applicable Hofstra University policies (“Policies”), which are posted on <https://www.hofstra.edu/safe-start/> or are otherwise provided, and which may be updated from time to time.

Licensee is responsible for ensuring compliance with all Laws and Policies by all Licensee employees, agents, subcontractors, guests and invitees (“Licensee Employees and Event Attendees”) entering the Hofstra campus for the event described in the Agreement (“Event”). Hofstra University reserves the right to require additional COVID-19 safety measures as deemed reasonably necessary, which, upon prior written notice to Licensee, shall become Licensee Obligations.

Licensee acknowledges that it is Licensee’s responsibility to notify the Nassau County Department of Health at least five days in advance of the Event date of the details of its graduation, where required under and in accordance with the State Graduation Guidance. Licensee will provide University with a copy of any document filed with the Nassau County Department of Health. Licensee further understands and acknowledges that, where required under the State Graduation Guidance, University will notify the Nassau County Department of Health at least five days in advance of the Event date of Licensee’s Event and confirming that Licensee is responsible for compliance with the State Graduation Guidance, including testing requirements and verification, contact tracing, health screening, and communication of safety protocols to Licensee Employees and Event Attendees.

Licensee further acknowledges that no concessions will be permitted at the Event.

Licensee acknowledges that compliance with the Laws and Policies reduces the risk of contracting COVID-19, and additionally that there is no way to completely eliminate that risk. Licensee acknowledges that Licensee is voluntarily choosing to come onto the Hofstra campus, and by coming onto campus, Licensee acknowledges that there is a risk of contracting COVID-19 and Licensee assumes that risk.

To the fullest extent permitted by law, Licensee agrees to defend, indemnify and hold harmless Hofstra from and against any claim, cost, expense, or liability (including, without limitation, attorneys’ fees, and including costs and attorneys’ fees incurred in enforcing this indemnity and including claims by Licensee’s employees, agents, subcontractors, guests, invitees or patrons), attributable to bodily injury, sickness, disease, or death, including but not limited to such personal injury related to COVID-19, caused by, arising out of, resulting from, or occurring in connection with Licensee’s failure to perform any obligation under this Rider or the Agreement; Licensee’s failure to comply with any Laws, Policies, or permit requirements, or in any way arising out of or connected with Licensee’s use of the licensed premises under the Agreement, whether or not caused in part by the active or passive negligence or other fault of a party indemnified hereunder. Licensee’s obligation hereunder shall not be limited by the provisions of any worker’s compensation, disability benefits or similar employee benefits act. Nothing in this Rider shall be construed to require any indemnification which would make this Rider void or unenforceable or to eliminate or reduce

any indemnification or rights which Hofstra has by law. Licensee shall waive its right of subrogation against Hofstra applicable to any claims brought against the Licensee by the Licensee's employees.

The individual signing this rider warrants and represents that he or she is authorized to sign on behalf of Licensee.

Accepted and agreed to by: \_\_\_\_\_  
Signature Print Name







**2020 -2021 Coaches, Certified Personnel**  
**Board Meeting Date: May 18, 2021**

	NAME	LOCATION	SPORT	SEASON	LEVEL	SALARY
1.	#Timothy Ferdinard	Wisdom Lane MS	Boys Lacrosse	Spring	Gr. 7 & 8	\$5,293.30
2.	^Joseph Campo	Salk MS	Softball	Spring	Gr. 7 & 8	\$2,646.65
3.	^Nicholas Brown	Salk MS	Softball	Spring	Gr. 7 & 8	\$2,646.65
4.	^Janine Bridgwood	Salk MS	Girls Lacrosse	Spring	Gr 7 & 8	\$5,293.30
5.	#Jennifer Appleton	Salk MS	Girls Lacrosse	Spring	Gr. 7 & 8 Assistant	\$4,744.49
6.	***Ashley Budrewicz	MacArthur HS	Softball	Spring	Varsity	Volunteer
7.	***Jessica Budrewicz	MacArthur HS	Softball	Spring	Varsity	Volunteer
8.						
9.						
10.						
11.						
12.						
13.						
14.						
15.						
16.						
17.						
18.						
19.						
20.						

^Joseph Campo and Nicholas Brown are splitting the \$5293.30 softball salary. Both were approved at full salary on 4/20/21 schedule for 7 & 8 softball.

^Janine Bridgwood was previously appointed as Girls Lacrosse Gr. 7&8 Assistant on 4/20/21 schedule.

#New

\*\*Non-Teacher

\*Non-District Certified Teacher

DATE APPROVED: 5/13/21 DISTRICT A.D.: 

DATE APPROVED: \_\_\_\_\_ DISTRICT CLERK: \_\_\_\_\_

**1004**

Attachment: 1004 Coaching (4223 : Schedules)

Coach	Cert. Teacher	Prof Coaching Cert	Sport	CPR	First Aid	Required Courses	DASA Save Child Abuse Certification
			<b>Wisdom</b>				
Ferndinard, Timothy	Levittown	Not required	B Lacrosse 7 & 8	1/23	1/23	Phys Ed	Yes
			<b>Salk</b>				
Appleton, Jennifer	Levittown	Not required	G Lacrosse 7 & 8 Assist	4/23	4/23	1st year	Yes
Bridgwood, Janine	Levittown	Not required	G Lacrosse 7 & 8	3/23	3/23	Phys Ed	Yes
Brown, Nicholas	Levittown	Not required	Softball 7 & 8	11/22	11/22	Phys Ed	Yes
Campo, Joseph	Levittown	Not required	Softball 7 & 8	3/22	3/23	2nd year	Yes
			<b>MacArthur</b>				
Budrewicz, Ashley	Non- Teacher	Coaches License	Softball	4/23	4/23	1st year	Yes
Budrewicz, Jessica	Non- Teacher	Coaches License	Softball	4/23	4/23	1st year	Yes

Attachment: 1004 Coaching (4223 : Schedules)

## Tim Ferdinand

842 Michael Court, East Meadow, NY, 11554

Phone: (516)-281-6128 Email: [timferdinand@yahoo.com](mailto:timferdinand@yahoo.com)

### Education

Health Education and Physical Education January 2019  
*Long Island University Post-* Brookville, New York  
 Degree: Bachelor of Science GPA 3.8

### Certifications

New York State Physical Education and Health Certification January 2019  
 Certified CPR/AED/First Aid Instructor through American Red Cross February 2019

### Teaching Experience

**Physical Education Teacher (-4)** September 2020  
**Permanent Substitute Teacher**  
**Levittown Public Schools, Levittown, NY** February 2019-May 2019  
**East Broadway Elementary School** September 2019-Present

- Taught K-5 elementary ABA students in a physical education setting
- Taught K-5 elementary students in a remote physical education setting
- Designed and implemented interesting lessons for both in person as well as remote physical education
- Taught health education to 4<sup>th</sup> and 5<sup>th</sup> grade students in an elementary setting
- Incorporated technologies through the use of 1 to 1 Chromebooks during health lessons to enhance student learning and boost collaboration between students
- Cooperatively taught with other physical education teachers in both in person and remote settings
- Collaborated with physical educators to coordinate and lead both in person and remote field day
- Lead professional development for teachers predicated on the best practices for effective remote learning opportunities
- Provided additional professional development for all teachers K-5 on Google Classroom as well as Google Meets
- Collaborated with physical education teachers to coordinate jump rope for heart
- Helped facilitate the design and implementation of a school wide literacy initiative
- Assisted with the coordination and multimedia development of the elementary remote talent show
- Taught and assisted with the LEGO robotics club

**Physical and Health Education Leave Replacement**  
**Baldwin Public Schools, Baldwin, NY** May 2019- June 2019

**Baldwin High School & Baldwin Middle School**

- Taught health education in a 9-12 secondary education setting
- Taught health and physical education in a 6-8 secondary education setting
- Planned and implemented interesting and diverse lessons in health education
- Maintained an open line of communication with students as well as parents
- Maintain an orderly respectful classroom environment

**Physical Education Student Teacher**  
**Levittown Public Schools, Levittown, NY** September 2018  
**Gardiners Avenue Elementary School**

- Taught in a K-5 elementary inclusion physical education setting
- Planed and Implemented interesting and diverse lessons in physical education
- Differentiated instruction and provided modified tasks
- Maintained appropriate classroom rapport and discipline

**Physical Education and Health Student Teacher**  
**Island Trees Public Schools, Levittown, NY** October 2018

**Island Trees Memorial Middle School**

- Taught in a 5-8 secondary education setting in both physical education and health
- Modified pre-prepared lessons in order to individualize for students in adapted physical education
- Employed a mixture of direct instruction and cooperative learning
- Incorporated hands-on activities



- Implemented technologies such as Google Suite to enhance student learning experiences in a 7<sup>th</sup>/8<sup>th</sup> grade health setting
- Fostered an environment of open communication and support

**After-School Teacher/ Head Teacher Aide**

**Creative Arts Program of East Meadow, East Meadow Public Schools**

December 2011- Present

McVey Elementary School- Program consists of 800 students

- Program Teacher
  - Develop new classes and lessons incorporating physical education standards into the curriculum
  - Enhance students' physical ability and knowledge of athletics
  - Design inclusive style lessons and activities
- Head Teacher Aide
  - As Head Teacher Aide my responsibilities include, coordination of daily set up and breakdown, program and logistical training, communicate with administration to assist with supplies and development of new courses

**Related Experience**

**Coaching**

- SMAA Flag Football Head Coach: Middle School 7<sup>th</sup>/8<sup>th</sup> Grade Team 2014-Present
- SMAA Flag Football Head Coach: High school 9<sup>th</sup>-12<sup>th</sup> Grade Team 2014-Present
- East Meadow School District: Woodland Middle School assistant baseball coach Spring 2013-2015

**Awards and Honors**

- Long Island University Post, Gwen Hockman Award for, Outstanding Achievement in Teaching Health and Physical Education Spring 2019
- Long Island University Post, Dr. Frank Brady award for academic excellence Spring 2018
- Long Island University Post, Deans List January 2016-2019
- Nassau Community College, Deans List September 2013-2015
- Presider at Nassau County Zone Conference

**Professional Organizations**

- New York State Association for Health, Physical Education, Recreation and Dance

Attachment: 1004 Coaching (4223 : Schedules)



## Jennifer Appleton

219 Harbor Lane, Massapequa Park, NY 11762

(516) 804-5101

E-mail: [jappleton@levittownschools.com](mailto:jappleton@levittownschools.com)

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**Objective:** To obtain the position of 7<sup>th</sup> & 8<sup>th</sup> Grade Girls Lacrosse Coach at Jonas E. Salk Middle School

**Certifications:**

New York State Coaching Certification  
First Aid ~ New York State American Red Cross  
CPR ~ New York State American Red Cross  
AED ~ New York State American Red Cross

**Coaching Experience:**

1999 - 2007

Levittown School District, NY

- Middle School girls lacrosse
- Middle School girls soccer
- Middle School girls basketball
- Middle School girls volleyball
- Varsity Girls soccer

**Teaching Experience:**

1998 - Current

Science Education Teacher, Levittown School District, Levittown, NY, 11756

- Jonas E. Salk Middle School
- MacArthur High School

**References:** Furnished Upon Request

Attachment: 1004 Coaching (4223 : Schedules)

# ASHLEY BUDREWICZ

49 Glade Lane, Levittown, NY 11756, 516-330-0670, ashleybudrewicz2018@yahoo.com

## PROFESSIONAL SUMMARY

Current Presidential Honors List student (3.8 GPA) highly motivated to incorporate my knowledge as a coach and to further my teaching degree. I am a fast learner and a hard worker with a special interest in all aspects of sports and teaching. I have strong communication and adaptability skills, as well as strong leadership qualities. I have been involved in sports since childhood. My passion in life is to work in the athletic community and in the education atmosphere.

## SKILLS

- Team player
- Leadership
- Time Management
- Adaptability
- Work Ethic
- Communication

## EXPERIENCE

Hitting Instructor Prospects Sports Corporation   Farmingdale, NY	July 2019 - September 2019
Sales Erista Boutique   North Massapequa, N.Y.	June 2019 - Current
Babysitter Levittown, N.Y.	January 2019 - Current
Softball Player New York Institute of Technology   Old Westbury, NY	September 2018 – May 2020
Coach Surge Softball LI   Farmingdale, N.Y.	June 2018 - Current
Scanner Miller & Milone, P.C.   Garden City, N.Y.	June 2016 - Current

## EDUCATION

New York Institute of Tech, Old Westbury, N.Y.

Expected Graduation Date: May 2022

### ADDITIONAL INFORMATION

Former NYIT Softball Player

Presidential Honors List 2018/2019

Related Coursework:

-DASA Training

-CPR/First Aid

-Child Abuse Workshop

-School Violence Workshop

Attachment: 1004 Coaching (4223 : Schedules)

# JESSICA BUDREWICZ

516-330-1547 | jessicabudrewicz2018@yahoo.com | 49 Glade Lane, Levittown, NY 11756

## Professional Summary

Current Presidential Honors List student (3.9 GPA) highly motivated to further my teaching degree and incorporate my knowledge in softball for future students. I am a fast learner and a hard worker with a special interest in education and coaching. I love working with kids and young adults, as well as forming relationships with their families, my fellow coaches and coworkers.

## Skills

- Team player
- Leadership
- Time management
- Adaptability
- Work ethic
- Communication

## Experience

<b>Scanner</b> Miller & Milone, P.C., Garden City, N.Y. File and scan the vendor payables and employee expenses.	June 2016 - Current
<b>Coach</b> Surge Softball LI, Farmingdale, N.Y. Instructing a team on the game of softball with my experiences as a player and my knowledge of the game.	June 2018 - Current
<b>Coordinator</b> Creative Games, Hicksville, N.Y. Assemble activities for different types of parties and work the stations.	June 2018 – March 2020
<b>Student Athlete- Softball Player</b> New York Institute of Technology, Old Westbury, N.Y. Playing at a competitive, collegiate level as a pitcher.	September 2018 – May 2020
<b>Babysitter</b> Levittown, N.Y. Watch children at their homes which includes: feeding, changing, playing, activities, and following parents routines.	January 2019 – Current
<b>Pitching Instructor</b> Prospect Sports Corporation, Farmingdale, N.Y. Instruct the basic mechanics of pitching and teaching kids how to throw different pitches. Teaching them the mindset of being a pitcher and how to handle different situations.	June 2019 – March 2020
<b>Barista and Cashier</b>	July 2020- Current

Dunkin Donuts, Hicksville, N.Y.

Includes preparing drinks and food for customers to enjoy. Cooperating with other coworkers and providing friendly customer service.

#### Education

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New York Institute of Technology, Old Westbury, N.Y.

Expected Graduation Date: May 2022

Interdisciplinary Studies major in hopes of becoming a history teacher.

#### Additional Information

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##### NYIT's Softball Team

Sept 2018-May 2020

Being on the New York Tech Softball Team has taught me many skills thus far. Learning how to work with a new team and adapting to new coaches is one of many new skills. Every day I learn something new about myself on that field. I continue to learn that it is okay to fail. Failure is a huge part of success. To never give up is a huge lesson that was also learned. Just like everyday life, a game or practice may not result in the way you like them to. Having that resilient mind set really keeps me going. This experience has led me into wanting to share my knowledge and love for the game of softball to young children and young adults.

##### Related coursework for coaching:

- DASA Training
- School Violence Workshop
- CPR and First Aid
- Child Abuse Workshop





<b>Appointments, Extra Curricular</b>					
<b>Board Meeting Date: May 18, 2021</b>					
	<u><b>NAME</b></u>	<u><b>CLUB</b></u>	<u><b>Level</b></u>		<u><b>STIPEND</b></u>
	<u><b>Wisdom</b></u>				
1.	Anthony Cornella	Chamber Orchestra	V		\$1,130.27
	<u><b>MacArthur H. S.</b></u>				
2.	William Farney	Senior Video Advisor	V		\$1,130.27
					<b>1006</b>
DATE APPROVED: _____		DISTRICT CLERK: _____			

Attachment: 1006 Extra-Curricular May 18 2021 (4223 : Schedules)



<b>Leave of Absence, Certified Personnel</b>						
<b>Board Meeting Date: May 18, 2021</b>						
	<b>NAME</b>	<b>SUBJECT</b>	<b>SCHOOL</b>		<b>EFFECTIVE DATE</b>	<b>COMMENT</b>
1.	Gale Glicksman	Teaching Assistant	Gardiners		4/6/21 - TBD	FMLA
2.	Vincent Dulisse	Curriculum Associate - Music	Lee		4/26/21 - TBD	FMLA
3.	Joseph Castelli	Technology	Salk		4/23/21 - TBD	FMLA
						<b>1008</b>
DATE APPROVED: _____			DISTRICT CLERK: _____			

<b>Leave of Absence, Non-Instructional Personnel</b>					
<b>Board Meeting Date: May 18, 2021</b>					
	<b>NAME</b>	<b>AREA</b>	<b>LOCATION</b>	<b>CODE</b>	<b>EFFECTIVE DATE</b>
1.	Richard Kinle	Lee Rd	Custodian	A1620.1630-16-1630	FMLA 4/15/21 - TBD
2.	Matthew Quinton	LMEC	Prov. Asst. Head Custodian	A1620.1630-33-1630	FMLA 5/13/21 - 6/24/21
3.	Rosemary Roumie	Transportation	Bus Attendant	A5510.1610-00-0000	LOA 4/30/21 - TBD
4.	Sandra Lee	Division	FT Security Aide	A1622.1600-31-1640	FMLA - Intermittent 4/12/21 - TBD
5.	Doreen Fagan Caputi	Northside	FT School Monitor	A2020.1700-17-3100	FMLA 4/21/21 - TBD
6.	John Nessler	Salk	FT School Monitor	A2020.1700-28-3100	FMLA 4/6/21 - 4/16/21
					<b>1009</b>
DATE APPROVED: _____			DISTRICT CLERK: _____		

Attachment: 1009 Leaves May 18 (4223 : Schedules)

<b>Appointments, Certified Personnel</b>									
<b>Board Meeting Date: May 18, 2021</b>									
<b><u>Leave Replacement Teachers:</u></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>
1.	Ashley Nevins	Special Ed	Initial	1	MA	Abbey	\$73,160	5/5/21	Day
2.	Helayna Master	Art	Initial	1	MA	Gardiners	\$76,160	5/7/21	Herbert
3.	Jocelyn Smith	Speech	Professional	1	MA	Summit	\$76,160	6/1/21	Kourkoumelis
<b><u>Probationary Teachers:</u></b>									
4.	Casey Nash	Elementary	Initial	3	MA	Summit	\$79,987	9/1/19 - 9/1/23	Reinstatement
Ms. Nash is being reinstated to her probationary elementary position.									
5.	Brittany Musante	Elementary	Initial	5	MA	Lee Road	\$85,580	9/1/18 - 9/1/22	Reinstatement
Ms. Musante is being reinstated to her probationary elementary position.									
6.	Roberta Nilsen	Foreign Language	Professional	1	MA	4 Salk /.6 Division	\$73,891	9/1/21 - 9/1/25	Caruso
7.	Ivana Fuentes	Foreign Language	Professional	5	MA + 30	Division	\$91,011	9/1/21 - 9/1/23	Reassignment
Ms. Fuentes is being reinstated to her probationary position and given Jarema credit for leave of absence positions.									
8.	Alexandra D'Amprisi	Science	Initial	1	MA	MacArthur	\$73,891	9/1/21 - 9/1/25	Ripka
9.	Lauren Brzezinski	Science	Initial - Pending	1	MA	MacArthur	\$73,891	9/1/21 - 9/1/25	Program
<b><u>Part-time Teachers:</u></b>									
10.	Francis Ziegler	Social Studies	Initial	4	MA	.3 Div /.3 Mac	\$82,854 x .6 = \$49,712	9/1/21	Reassignment
11.	Nicole Wolfe	Special Ed	Initial	1	MA	Gardiners	\$73,891 x .5 = \$36,945	9/1/21	Porr
12.	Susan Ballantyne	Elementary	Initial	4	MA	Salk	\$82,854 x .2 = \$16,570	9/1/21	Reassignment
DATE APPROVED: _____ DISTRICT CLERK: _____									<b>1003</b>

Attachment: 1003 Appointments May 18 (4223 : Schedules)

<b>Appointments, Certified Personnel</b>										
<b>Board Meeting Date: May 18, 2021</b>										
<u><b>Per Diem Substitute Teachers:</b></u>										
13.	Stephanie Minutillo	\$110/day								
14.	Jack Ryan	\$110/day								
15.	Emily Snow	\$110/day								
16.	Gillian Ruffo	\$110/day								
<u><b>Permanent Sub Teachers:</b></u>										
17.	Nicolette Brodsky	\$120/day	Summit							
DATE APPROVED: _____ DISTRICT CLERK: _____									<b>1003.1</b>	

Attachment: 1003 Appointments May 18 (4223 : Schedules)



LEVITTOWN UNION FREE UNION FREE SCHOOL DISTRICT  
**AGREEMENT FOR THE 2021 SEPARATION INCENTIVE PROGRAM  
 FOR ELIGIBLE EMPLOYEES**

AGREEMENT dated May 17, 2021 by and among the Levittown Union Free School District and the Levittown United Teachers (“the LUT”) and the Association of Levittown School Administrators (“ALSA”) (together, “the Unions”).

WHEREAS, the District and the Unions previously agreed to offer the March 11, 2020 Separation Incentive Program (“the Incentive”) to LUT and ALSA bargaining unit members, into an additional Agreement dated May 22, 2020, amending the Incentive (“the Amended Incentive”); and

WHEREAS, the Amended Incentive required full-time or part-time LUT or ALSA bargaining unit members to notify the District in writing by not later than July 13, 2020 or December 15, 2020, as appropriate, of the unit member’s irrevocable intent to separate from employment effective on July 13, 2020 or June 30, 2021, as appropriate; and

WHEREAS, the District and the Unions have met and the District received the approval of the Unions to offer this May 18, 2021 Separation Incentive Program (“the Second 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 Second Incentive, and have reached agreement on the terms and conditions of the Second 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 or was first eligible for the benefits set forth in the Second Incentive on or before July 2, 2021; *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 who in fact retires into the Teachers Retirement System effective on July 2, 2021; **or** who is employed by the District and has a minimum of 20 years full-time credited service in the Teachers Retirement System, as well as 20 completed years of actual service in the District on June 30, 2021; **and** (ii) is employed by the District as of July 2, 2021; **and** (iii) separates from District employment effective at the close of business on July 2, 2021; **and** (iv) notifies the District in writing by not later than July 2, 2021 of the member’s irrevocable intent to separate from employment effective on July 2, 2021; **and** (v) has not submitted to the District as of May 18, 2021 a letter of intended separation from employment; **and** (vi) is not separating from employment pursuant to any State- or District-offered separation incentive

or similar program. An “Eligible Employee” is one to whom the Second Incentive is being offered and fully complies with all of the terms and conditions set forth in the Second Incentive. This employee will be eligible to participate in this Second 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 July 2, 2021, an unaltered (except for inclusion of the employee’s name, the date of signature, and the employee’s signature) irrevocable letter of resignation, or resignation for retirement purposes, as appropriate, attached to the Second Separation Incentive-related documentation prepared by the District, referencing that separation is to be effective as of July 2, 2021.
- B. This Incentive is effective solely for the District’s 2020-2021 school year, which ends on June 30, 2021.
- C. The Eligible Employee must, by not later than July 2, 2021, execute and submit to the Superintendent of Schools the unaltered (except for inclusion of the employee’s name, the date of signature, the year of resignation and the employee’s signature) Waiver and General Release of Claims form attached to the separation incentive-related documentation prepared by the District.
- D. Additional eligibility requirements are set forth elsewhere in this Agreement.

3. BENEFIT:

- A. The Second Incentive is that Eligible Employee who complies with the terms and conditions of the Second Incentive, and who is employed as an LUT or ALSA unit member, excluding teaching assistants, and who in fact retires into the Teachers Retirement System (“TRS”) effective on July 2, 2021, and who is first eligible (as defined in Paragraph 1) to do so at that time, will receive payment for a maximum of 180 of the employee’s unused accrued sick leave days as of June 30, 2021, as appropriate, at the rate of \$200 per day.
- B. An Eligible Employee who complies with the terms and conditions of the Second Incentive, and who is employed as a teaching assistant, and who in fact retires into the TRS effective on July 2, 2021, and who is first eligible (as defined in Section 1) to do so at that time, will receive payment for a maximum of 180 of the employee’s unused accrued sick leave days as of June 30, 2021 at the rate of \$75 per day.
- C. An Eligible Employee who complies with the terms and conditions of the Second Incentive, and who is employed as an LUT or ALSA unit member, excluding teaching assistants, and who in fact retires into the TRS effective on July 2, 2021, regardless of whether the employee is first eligible (as defined in Section 1) to do so at that time, will receive payment for a maximum of 180 of



the employee's unused accrued sick leave days as of June 30, 2021 at the rate of \$100 per day.

- D. An Eligible Employee who complies with the terms and conditions of the Second Incentive, and who is employed as a teaching assistant, and who in fact retires into the TRS effective on July 2, 2021, regardless of whether the employee is first eligible (as defined in Section 1) to do so at that time, will receive payment for a maximum of 180 of the employee's unused accrued sick leave days as of June 30, 2021 at the rate of \$50 per day.
- E. An Eligible Employee who is not covered by ¶¶2(A-D), and who complies with the terms and conditions of the Second Incentive, and who is employed as an LUT or ALSA unit member, excluding teaching assistants, and who is employed by the District and has a minimum of 20 years full-time credited service in the Teachers Retirement System on July 2, 2021, as well as 20 completed years of actual service in the District, and who in fact separates from District employment, but does not retire into the TRS effective on July 2, 2021, will receive payment for a maximum of 180 of the employee's unused accrued sick leave days as of June 30, 2021 at the rate of \$200 per day.
- F. 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 and except further that:
  - i. Eligible Employees separating from the District pursuant to this Second Incentive on July 2, 2021 will not receive a contractual base salary increase, or a contractual schedule step, column or longevity increase, or any other adjustment to their compensation as of June 30, 2020, or additional sick or personal leave accruals, during the period July 1, 2021-July 2, 2021.
  - ii. Eligible Employees who are otherwise eligible for retiree health insurance from the District will have their contribution level determined based upon their years of service as of June 30, 2020.
  - iii. The District will not be required, during the period July 1, 2021-July 2, 2021, to make payments to the Supplemental Benefits Fund on behalf of Eligible Employees separating from the District on July 2, 2021 pursuant to this Second Incentive.

- B. Pursuant to LUT CBA Article IX, and ALSA CBA Article VI, LUT and ALSA unit members separating from employment pursuant to the Amended 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, 2021.
- 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 Amended Incentive are subject to ratification and approval by the District’s Board of Education on May 18, 2021.

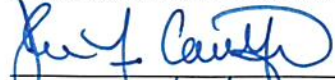
6. INVALIDITY OR ILLEGALITY:


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

FOR THE DISTRICT:

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

FOR THE LEVITTOWN UNITED TEACHERS:

  
\_\_\_\_\_  
Dated: 5/17/2021

FOR THE ASSOCIATION OF LEVITTOWN SCHOOL ADMINISTRATORS: 

5/17/2021  
\_\_\_\_\_  
Dated: