

AGENDA

BOARD OF EDUCATION • LEVITTOWN, NEW YORK

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

SPECIAL MEETING

LEVITTOWN MEMORIAL EDUCATION CENTER
Wednesday, July 17, 2019

Meeting reconvenes with Special Meeting

Success for Every Student

CALL TO ORDER

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

I. PUBLIC BE HEARD - AGENDA ITEMS ONLY

II. CONSENT AGENDA

1. Transition Agreement - BOCES

Enclosure

Recommended Motion: "RESOLVED, upon recommendation of the Superintendent of Schools and district legal counsel, it is hereby resolved that the Board of Education approves the transition agreement and related lease agreement with Nassau BOCES in connection with Nassau BOCES' takeover of the District's GC Tech Program, and the Board President is hereby authorized to execute these agreements on behalf of the Board."

2. Claims Auditor Reports

Enclosure

Recommended motion: "RESOLVED, that the Levittown Board of Education does, hereby, accept the attached Claims Auditor Report prepared by NawrockiSmith for the month June 2019."

3. Budget Transfers

Enclosure

Recommended Motion: "WHEREAS, in compliance with New York State Government Accounting practices, the attached budget transfers have 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>
A5510.1600	Transportation Bus Drivers	\$11,071.38	

AGENDA

July 17, 2019

Page - 2

A1310.1600	BO Staff Salaries		\$11,071.38
A2110.1205	Teach Asst/Classroom K-6	\$18,773.52	
A2110.1209	Extra Periods Pay/Elem		\$18,773.52
A2110.1300	Teachers' Salaries 7-12	\$185,264.40	
A2110.1400	Substitute Teachers		\$185,264.40
A2270.1300	AIS Reading teachers 7-12	\$33,562.21	
A2270.1200	AIS Reading teachers K-6		\$33,562.21
A5510.1680	Transportation Bus Drivers' Overtime	\$41,251.00	
A5510.4000	Transportation Contractual Exp		\$41,251.00
A5510.1600	Transportation Bus Drivers	\$200,000.00	
A5540.4000	Transportation Contracted Buses		\$200,000.00
A2250.1610	Special Ed Teacher Aides	\$31,140.62	
A7140.1600	After School Program Teacher Aides		\$31,140.62
A2250.1610	Special Ed Teacher Aides	\$23,379.61	
A7145.1610	Before School Program Teacher Aides		\$23,379.61

Reason: Year-End adjustment 2018-19 – to adjust budget to actual expenditures

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

4. Appointment of Purchasing Agent Inclusive
 _____ moved that Bonnie Pampinella be appointed to the position of Purchasing Agent for the 2019-2020 school year; and in her absence, Dr. Christopher Dillon at no additional salary.

5. RFP for Athletic Trainer Services Enclosure
 Recommended Motion: “RESOLVED that the Levittown Board of Education does, hereby,

award the RFP #LPS-19-003 for Athletic Trainer Services for the 2019-2020 school year to NYU Winthrop Hospital Sports Medicine.

BE IT FURTHER RESOLVED, that the President of the Board of Education is authorized to sign the agreement."

6. Special Education Contracts

Enclosure

Recommended Motion: "RESOLVED, that the Levittown Board of Education does, hereby, approve the attached contracts between the Levittown Public Schools and the following vendors to provide special education services for the period 7/1/19 through 6/30/20.

- Jodi Mishkin

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

7. Summer Transportation Contract

Enclosure

Recommended Motion: "Resolved that pursuant to Article 156.5 of the New York State Education Law, the Levittown Board of Education does, hereby, approve the following 2019 Summer transportation contract/extensions:

2019 Emergency 30 Day Summer Contract

<u>Contract #</u>	<u>Bid Date</u>	<u>Contractor</u>	<u>Cost</u>
New	7/12/19	ACME	\$1,836.00

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

8. Approval of Board of Education Policies

Enclosure

Recommended Motion: "RESOLVED, that the Levittown Board of Education does, hereby, approve the following revised policy:

Policy No. 6212 - Certification and Qualifications

9. Schedules

Enclosure

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

1001 "Resignations/Terminations, Certified Personnel"

AGENDA

July 17, 2019

Page - 4

1002 “Resignations/Terminations, Non-Instructional Personnel”

1003 “Appointments, Certified Personnel”

1004 “Designation, Consultants”

1005 “Appointments, Summer School

1006 “Appointments, Non-Instructional Personnel”

III. MOTION TO ADJOURN

MUNICIPAL COOPERATION TRANSITION AGREEMENT

This Transition Agreement made and entered into as of the 17th day of July, 2019, by and among the Board of Cooperative Educational Services, Nassau County, located at 71 Clinton Road, Garden City, New York 11530 (hereinafter referred to as "Nassau BOCES") and the Levittown Union Free School District, located at 150 Abbey Lane, Levittown, New York 11756 (hereinafter referred to as "Levittown" or the "School District").

WITNESSETH

WHEREAS, pursuant to Education Law §4602, the School District has an obligation to provide career and technical education programs for its students; and

WHEREAS, pursuant to Education Law §1950, Nassau BOCES provides career and technical education ("CTE") programs in order to assist school districts in meeting their obligation to provide career and technical education programs; and

WHEREAS, pursuant to General Municipal Law §119-o, each party has the power to enter into agreements for the performance among themselves of their respective functions, powers and duties or for the provisions of a joint service;

WHEREAS, Nassau BOCES and Levittown have determined to enter into this Agreement pursuant to applicable law for the purpose of providing for the orderly transition to Nassau BOCES of the provision of certain career and technical education programs currently provided by Levittown, and

NOW, THEREFORE, for good and valuable consideration, it is agreed as follows:

1. **Scope of Agreement:** The School District will transition operation of its career and technical education programs at the Gerald R. Claps Career and Technical Center (hereinafter the "Claps Center"), except the culinary program, to Nassau BOCES beginning in the 2019-2020 school year as follows:

Phase One (July 17, 2019 - June 30, 2020)

- a. Effective July 17, 2019, Nassau BOCES will assume operation and management of the career and technical education programs currently operated by the School District at the Claps Center, except for the culinary program. Nassau BOCES will lease a portion of the Claps Center upon the terms and conditions set forth in the Lease Agreement executed by the parties on July 17, 2019, which is incorporated herein by reference.

- b. Nassau BOCES will charge Levittown its full, regular per pupil tuition rate per student, with the number of students billed calculated as the lesser of (i) the School District's average enrollment at the Claps Center (except for students in the culinary program) during the 2016-2017, 2017-2018 and 2018-2019 school years or (ii) the enrollment at the Claps Center (except for students in the culinary program) during the 2019-2020 school projected by the School District.
- c. Nassau BOCES will make reasonable efforts to offer CTE programs at the Claps Center sufficient to permit all Levittown students to complete CTE instruction in their current course of study at that location. Nassau BOCES will provide reasonable notice to the School District of all students and/or programs that will not remain at the Claps Center.
- d. The parties acknowledge that Education Law §§3014-a(1)-(4) apply to teachers, teaching assistants and teacher aides employed by the School District who work in the Levittown programs offered at the Claps Center that are being taken over by Nassau BOCES effective July 1, 2019. The parties further acknowledge that the provisions of Education Law §3014-a(1)-(4) are not applicable to administrative employees of the School District, but that, pursuant to Education Law §3014-a(5), Civil Service Law §70 applies to non-instructional employees, if any, who move from the School District to Nassau BOCES as a result of this take over.
- e. The following instructional employees will become employees of Nassau BOCES effective July 17, 2019 as a result of the Nassau BOCES assumption of the programs described above, pursuant to Education Law §3014-a:
 - DL - Teacher, Automotive
 - MM - Teacher, Automotive
 - CF - Teacher, Computer Animation
 - GE - Teacher, Cosmetology
 - NS - Teacher, Cosmetology
 - JS - Teacher, Medical Assisting
 - SD - Teacher, Police Science
- i. The salaries and salary placement of the teachers identified above in this subparagraph (e) is as set forth in Appendix A.
- ii. As required by law, the above-referenced employees will retain their current salary, service time, tenure and accumulated, unused sick leave upon transfer to the Nassau BOCES. The affected employees' retirement health care coverage and the premium cost thereof will be in accord with the agreement between the Nassau BOCES and the

Nassau BOCES Central Council of Teachers (NABCOT) collective bargaining agreement in effect at the time of retirement. However, notwithstanding the foregoing, nothing herein contained will diminish nor otherwise affect rights of the subject employee(s) respecting retirement health care coverage as provided by the New York State Health Insurance Plan ("NYSHIP") for Participating Municipalities.

- i. Nothing herein will constitute a waiver of any right that any employee may have pursuant to Education Law §3014-a.
- b. All non-instructional employees will be retained by Levittown. Notwithstanding the foregoing, the parties agree:
 - i. The Principal Typist Clerk A currently assigned to the Claps Center will remain assigned to the Nassau BOCES' program at the Claps Center during the 2019-2020 school year. During this period, this individual will remain an employee of Levittown and Nassau BOCES will reimburse Levittown for the cost of the salary and benefits of this employee. At the conclusion of the 2019-2020 school year, the School District will elect to either: (1) transfer this employee to the Nassau BOCES; or (2) reassign this employee within the School District.
 - ii. A Security Aide employed by Levittown will be assigned to the Nassau BOCES' program at the Claps Center during the 2019-2020 school year. During this period, this individual will remain an employee of Levittown and Nassau BOCES will reimburse Levittown for the cost of the salary and benefits of this employee. At the conclusion of the 2019-2020 school year, the School District will elect to either (1) transfer this employee to the Nassau BOCES; or (2) reassign this employee within the School District.
- c. Nassau BOCES and Levittown will work cooperatively to align curriculum/assessments between Nassau BOCES Barry Tech programs and the Claps Center programs, including the alignment of school schedules.
- d. Nassau BOCES and Levittown will work cooperatively to analyze data of from Barry Tech programs and the Claps Center programs with respect to student achievement and State Education Department CTE requirements. Nassau BOCES will review and accommodate, to the extent required by

law, an Individualized Education Program (IEP) or a Rehabilitation Act §504 plan for the academic needs of students with disabilities at both the Barry Tech programs and the Claps Center programs.

- e. All Levittown Perkins funds will become part of the Nassau BOCES Perkins consortium. The parties will complete any requirements and any additional document submission necessary to effectuate the transfer of Perkins funds, including but not limited to, a letter of assignment, or any other documentation required by the State of New York and the United States Government, including any agencies thereof.
- f. During the 2019-2020 school year, Levittown will remain responsible for any transportation arrangements for students from Levittown attending Nassau BOCES programs at the Claps Center.
- g. Nassau BOCES and Levittown will work cooperatively in preparation for transitioning Claps Center CTE programs to the Nassau BOCES CTE student system. This includes but is not limited to training Nassau BOCES personnel on the student system used by the Claps Center CTE programs. In this regard, Nassau BOCES will reasonably reimburse Levittown for the use of its computer and technology system and supports.

Phase Two (On and after July 1, 2020)

- a. Nassau BOCES will charge Levittown its full, regular tuition for its students' attendance at the Nassau BOCES CTE programs regardless of location, based upon the Nassau BOCES billing methodology in place at the time of attendance.
- b. Nassau BOCES will make reasonable efforts to offer CTE programs at the Claps Center sufficient to permit all Levittown students to complete CTE instruction in their current course of study.

2. **Insurance** Both parties will purchase from and maintain from a company or companies lawfully licensed to do business in the State of New York, such insurance as will protect both parties from claims arising from this agreement and the assumption by Nassau BOCES of the programs hereinbefore identified which either party may be legally liable, whether such operations be by Nassau BOCES, Levittown or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. Notwithstanding any terms, conditions or provisions, in any other writing between the parties, both parties hereby agree to effectuate the naming of each other as an unrestricted additional insured on each other's insurance policies, with the exception of workers' compensation and professional liability. If the policy is written on a claims-made

basis, the retroactive date for the commencement of coverage must precede the date of this agreement. Each policy, in addition to naming the other party as an additional insured will:

- a. Be purchased from an A.M. Best rated "A- X" insurer, licensed as an "admitted carrier" in New York State.
- b. Contain a 30-day notice of cancellation, non-renewal or reduction of coverage, sent to both Nassau BOCES and Levittown School District.
- c. State that the party's coverage will be primary coverage for the other party, its Board, officers, employees and volunteers.
- d. Each party will be listed on the other party's policy as an additional insured by using Endorsement "CG 2026" or broader. The certificate must state that this endorsement is being used. If another endorsement is used, a copy will be included with the certificate of insurance.
- e. Required Insurance:
 - i. **Automobile Liability** including all owned, non-owned and hired autos with limits of \$1,000,000 combined single limit for bodily injury and property damage liability.
 - ii. **Commercial General Liability** including products/completed operations and personal injury liability. All suppliers are required to include evidence of Broad Form Vendors endorsement. Limits of \$1,000,000 each occurrence for bodily injury, property damage and personal injury with a \$2,000,000 aggregate limit. Separate aggregate limit will apply to Product/Completed Operations.
 - iii. **Workers' Compensation and Employers Liability** providing statutory limits as required by the State of New York.
 - iv. **Professional Errors and Omissions Insurance:**
\$2,000,000 per occurrence/ \$2,000,000 aggregate for the professional acts performed pursuant to the contract. If written on a "claims-made" basis, the retroactive date must pre-date the inception of the contract or agreement. Coverage will remain in effect for two years following the completion of work.

v. **Umbrella Liability** providing follow form over underlying policies with limits of \$2,000,000 each occurrence/aggregate.

f. In the event that any of the insurance coverage to be provided by a party contains a deductible, the party providing coverage will indemnify and hold the other party harmless from the payment of such deductible, which deductible will in all circumstances remain the sole obligation and expense of the party providing the specific coverage.

3. **Indemnification**

- a. Nassau BOCES hereby agrees to defend, indemnify and hold harmless Levittown and each of its affiliates, successors and assigns, shareholders, officers, directors and employees 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, and whether arising at law or in equity (any or all of the foregoing herein referred to as a "Loss"), incurred by Levittown as a result of the negligence or intentional acts or omissions of Nassau BOCES or any of its employees, agents or representatives. The indemnification obligations set forth in this paragraph will survive termination of this Agreement.
- b. Levittown hereby agrees to defend, indemnify and hold harmless Nassau BOCES and each of its affiliates, successors and assigns, shareholders, officers, directors and employees 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, and whether arising at law or in equity (any or all of the foregoing herein referred to as a "Loss"), incurred by Nassau BOCES as a result of the negligence or intentional acts or omissions of Levittown or any of its employees, agents or representatives. The indemnification obligations set forth in this paragraph will survive termination of this Agreement.

4. **Miscellaneous**

- a. Both parties understand and agree that they will be responsible for compliance with all applicable federal, state, and local statutes, rules, regulations, codes and ordinances. Historical lack of enforcement of any law, local or otherwise, will not constitute a waiver of either party's responsibility for compliance with the law in a manner consistent with this agreement unless and until either party has received written consent for the waiver of

- compliance from the governmental agency responsible for the enforcement of any law.
- b. Nassau BOCES will operate the programs without regard to race, creed, color, sex, sexual orientation, national origin, religion, age or disability. Levittown will facilitate the transition of the programs without regard to race, creed, color, sex, sexual orientation, national origin, religion, age or disability.
 - c. This Agreement and performance hereunder will be governed by the laws of the State of New York, without giving effect to its principles of conflict of laws.
 - d. In case any provision of this Agreement should be held to be contrary to, or invalid, under the law of any country, state or other jurisdiction, the illegality or invalidity, will not affect in any way, any other provisions hereof, all of which will continue, nevertheless, in full force and effect in any country, state or jurisdiction in which the provision is legal and valid.
 - e. The waiver or failure of either party to exercise any right in any respect provided for herein will not be deemed a waiver of any further right hereunder.
 - f. Neither party will assign or otherwise transfer this Agreement, in whole or in part, whether by assignment, merger, transfer of assets, operation of law or otherwise, nor delegate or subcontract any of its rights or obligations hereunder, without the other party's written consent.
 - g. All notices, demands, requests, consents, approvals, offers, statements and other instruments or communications required or permitted to be given hereunder will be in writing and will be deemed to have been given when delivered, or when mailed by first class registered or certified mail, addressed (a) if to Nassau BOCES, at its address set forth above, or (b) if to Levittown, at the address set forth above.
 - h. This Agreement has been arrived at mutually and is not to be construed against any party hereto as being the drafter hereof or causing the same to be drafted.
 - i. 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.

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

5. **Ratification:** This Agreement is subject to ratification by the Levittown Board of Education and the Nassau BOCES Board of Cooperative Educational Services. In the event that either Board does not ratify this Agreement, then it will become null and void and no adverse inference will be drawn against any party by virtue of it having entered into the Agreement.

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

BOARD OF COOPERATIVE
EDUCATIONAL SERVICES, NASSAU COUNTY

By: Susan Bergbraun

Title: President,
Board of Cooperative
Educational Services, Nassau County

LEVITTOWN UNION FREE SCHOOL DISTRICT

By: _____

Title: Superintendent,
Levittown Union Free School District

Appendix A

Employee	Years	Credentials	Salary Schedule Level Placement	Current Salary	Nassau BOCES Salary
DL	13	BA	IV-A	\$92,658	"red circled" at \$92,658
MM	27	BA	IV-A	\$123,402 + \$2,000 long.	\$123,402 + \$2,176.35 long.
GE	7	BA	III	\$80,061	"red circled" at \$80,061
CF	14	MA	IV-B	\$128,884	\$128,884
NS	17	BA	IV-A	\$129,873	\$129,873
JS	19	MA	IV-B	\$118,066	\$118,066
SD	1	MA	I-B	\$83,804	\$83,804

THIS AGREEMENT made this 17th day of July, 2019 by and between LEVITTOWN UNION FREE SCHOOL DISTRICT ("LANDLORD"), with offices for the transaction of business located at 150 Abbey Lane, Levittown, New York 11756, and BOARD OF COOPERATIVE EDUCATIONAL SERVICES OF NASSAU COUNTY ("TENANT"), with offices for the transaction of business located at 71 Clinton Road, Garden City, New York 11530.

WITNESSETH:

In consideration of the rent to be paid and all of the covenants to be kept and performed by the TENANT as set forth herein, the LANDLORD hereby leases to the TENANT and the TENANT hereby accepts a portion of the premises commonly known as the Gerald R. Claps Career and Technical Center ("Claps Center") located within the Levittown Memorial Education Center at 150 Abbey Lane, Levittown, New York 11756, and more fully described as:

- Rooms set forth in Appendix "A" with a total of 37,324 square feet (the "Leased Premises")

subject to the provisions of this agreement and all of the terms, covenants, and conditions set forth herein.

1. **TERM:**

- a. The term of this lease shall commence on July 17, 2019 and expire on June 30, 2024 ("Initial Lease Term").
- b. Upon mutual consent, the parties shall each have the option to renew this lease agreement for an additional five (5) year term upon the terms set forth herein. Each party shall provide written notice to the other of its intent to renew this lease no later than thirty (30) days prior to the expiration of the initial lease term. Upon mutual written consent of the parties and approval by each party's respective Board, the lease term shall be renewed for an additional five (5) year period, which renewal shall be effectuated by written amendment to this lease agreement agreed to and executed by the renewing parties. The parties may propose a renewal term of less than five (5) years. Upon approval of the proposed renewal term by the parties, the renewal shall be effectuated by written amendment to this lease agreement executed by the parties.

2. **RENT:** Tenant shall be responsible to pay rental payments in full on a monthly basis for the term of this lease as set forth herein. Tenant agrees to pay to Landlord rent as follows:

- a. TENANT agrees to pay LANDLORD rent for the period July 17, 2019 to June 30, 2020 at the rate of \$13 per square foot for each square foot of the leased premises, or \$40,434.33 per month commencing on July 17, 2019.
- b. TENANT agrees to pay LANDLORD rent for the period July 1, 2020 to June 30, 2021 at the rate of \$13 per square foot of the leased premises increased by 2% or CPI (as set forth in the Regional Consumer Price Index for the NY-Northeastern NJ Area), whichever is

less, payable in twelve (12) equal monthly payments commencing on July 1, 2020.

- c. TENANT agrees to pay LANDLORD rent for the period July 1, 2021 to June 30, 2022 at the rate paid per square foot as of June 30, 2021 for each square foot of the leased premises increased by 2% or CPI (as set forth in the Regional Consumer Price Index for the NY-Northeastern NJ Area), whichever is less, payable in twelve (12) equal monthly payments commencing on July 1, 2021.
- d. TENANT agrees to pay LANDLORD rent for the period July 1, 2022 to June 30, 2023 at the rate paid per square foot as of June 30, 2022 for each square foot of the leased premises increased by 2% or CPI (as set forth in the Regional Consumer Price Index for the NY-Northeastern NJ Area), whichever is less, payable in twelve (12) equal monthly payments commencing on July 1, 2022.
- e. TENANT agrees to pay LANDLORD rent for the period July 1, 2023 to June 30, 2024 at the rate paid per square foot as of June 30, 2023 for each square foot of the leased premises increased by 2% or CPI (as set forth in the Regional Consumer Price Index for the NY-Northeastern NJ Area), whichever is less, payable in twelve (12) equal monthly payments commencing on July 1, 2023.
- f. Rent due hereunder is due and payable on or before the fifteenth of each and every month.
- g. All rent shall be paid by check or in other lawful money of the United States which shall be legal tender in payment of all debts and dues, public and private, at the time of payment, at the address of LANDLORD set forth in this Agreement or at such other place as LANDLORD in writing may designate without (except as may be otherwise herein expressly provided) any set-off or deduction whatsoever and without any prior demand therefor.
- h. Unless another time shall be herein expressly provided, any additional rent or payments to be made by TENANT to LANDLORD shall become due and payable sixty (60) days from the date TENANT receives written notice of demand; and LANDLORD shall have the same remedies for failure to pay the additional rent as for a non-payment of minimum annual rent.
- i. For any portion of a calendar month included at the beginning or end of the term, TENANT shall pay 1/30th of each monthly installment of rent for each day of such portion, payable in advance at the beginning of such portion.
- j. If TENANT shall default in making any payment required to be made by TENANT or in performing any obligation of TENANT under this Agreement which shall require the expenditure of money, LANDLORD shall provide written notice to TENANT of such default and no less than ten (10) business days to cure same, before it makes such payment on behalf of TENANT or expend such sum as may be necessary to perform or fulfill such obligation.

- k. All payments of rent are to be made payable to: Levittown Union Free School District, 150 Abbey Lane, Levittown, New York 11756, Attention: Assistant Superintendent for Business.

3. CONDITION OF LEASED PREMISES

- a. TENANT acknowledges that neither LANDLORD nor its agents have made any representations with respect to the building, or the land upon which it is erected, and no rights, easements or licenses are acquired of which the Leased Premises are a part by TENANT by implication or otherwise, except as expressly set forth in the provision of this Agreement, if any. The taking of possession by TENANT of the Leased Premises pursuant to the Agreement shall be conclusive evidence that TENANT accepts the same in its present "as is" condition and LANDLORD shall not be required to do any work or alterations in the Leased Premises unless agreed upon by the LANDLORD.

4. USE OF LEASED PREMISES

- a. The Leased Premises are to be used and occupied only for TENANT's CTE program and related offices, professional development, counseling services, office space, storage, and associated activities. In addition, the Leased Premises may be used by TENANT in connection with programs sponsored by TENANT including open school night, parent/teacher conferences, and/or additional CTE programs run by the TENANT such as adult education programs.
- b. TENANT shall be entitled to the use of LANDLORD'S equipment and supplies located on site at the Claps Center at no additional fee, and TENANT will provide all other necessary equipment and supplies at its own expense. The parties acknowledge the purchase of the equipment set forth in Appendix C by TENANT from LANDLORD. Any and all equipment and supplies provided by TENANT shall remain the property of TENANT at the Claps Center location, including but not limited to, computers and instructional technology.
- c. TENANT acknowledges and agrees that it will have use of the exterior playgrounds and/or playing fields at the Leased Premises, however, such use shall not be exclusive.
- d. LANDLORD shall have the right to designate an area to be used for parking of TENANT, its invitees, employees, staff and/or agents, which area will have no fewer than twenty-five (25) parking spaces. Tenant, its invitees, employees, staff and/or agents shall park their vehicles in the area so designated.
- e. TENANT shall notify its employees, invitees, licensees and visitors to park only in those parking areas serving the Leased Premises. The parking area shall not be used by

- TENANT for storage, nor shall trailers remain thereon other than for loading and unloading.
- f. The parties acknowledge and agree that the unleased portions of the Claps Center may be subject to a request for use pursuant to Education Law, section 414 and LANDLORD's policy concerning use of facilities. In the event LANDLORD receives a request for the use of the Leased Premises, LANDLORD, in coordination and conjunction with TENANT, will only grant such requests if the proposed use does not interfere with TENANT'S rights hereunder. Any expenses incurred as a result of the grant of such use shall not be borne by TENANT. In the event TENANT asserts that the use will interfere with its rights hereunder, LANDLORD will deny the request.
 - g. LANDLORD shall have the right from time to time to establish, modify and enforce reasonable rules and regulations upon mutual agreement with respect to all facilities and areas mentioned in this Article.
 - h. LANDLORD shall have the right, but shall not be obligated to construct, maintain and operate lighting facilities on all said area and improvements; to close temporarily all or any portion of the parking areas or facilities to discourage unauthorized parking. Such action by LANDLORD shall not interfere with the use of the parking areas and facilities by TENANT.
 - i. Anything herein to the contrary notwithstanding, all use and occupancy of school areas, rooms or any portion of the building except as specifically granted herein to TENANT for TENANT's use are reserved to the use of LANDLORD, which shall have the right to lease, rent or otherwise designate the use of such reserved areas, rooms or other portion of the school building except as limited by subparagraph (f) above. TENANT shall be solely and exclusively responsible for the supervision of its staff and students when on the Leased Premises in connection with or on account of TENANT's activities.
 - j. TENANT understands and agrees that TENANT will not suffer or permit any use or occupancy of the Leased Premises by any person, firm, corporation or other entity, other than TENANT as set forth herein, provided that this restriction shall not apply to activities which TENANT sponsors/organizes or in which TENANT is a participant.
 - k. TENANT shall not use or permit or suffer the use of the Leased Premises contrary to any applicable statute, ordinance or regulation or in violation of LANDLORD's Board of Education Policies or Regulations, which policies and regulations shall be provided by LANDLORD to TENANT.
 - l. LANDLORD shall maintain the grounds, shrubbery, grass, fence, etc., and remove snow and ice from the Leased Premises including but not limited to sidewalks, parking lots, drives and roadways. Maintenance of the grounds, shrubbery, and grass shall be

performed on a schedule and to such degree as determined by the LANDLORD. LANDLORD shall also maintain the playing fields.

- m. TENANT may make improvements and alterations to the Leased Premises and may install or place or re-install or replace trade fixtures, signs, machinery and equipment. With the exception of removable equipment which will not impact the building's structure including but not limited to, air conditioning units, servers and related technology equipment, all improvements shall become the property of the LANDLORD and TENANT shall not be required to restore the Leased Premises at the expiration or termination of this Agreement.
- n. LANDLORD shall maintain proper covered receptacles and garbage bags for garbage, refuse, debris and other rubbish as may be required by TENANT's use and occupancy of the Leased Premises. LANDLORD shall remove all such garbage, refuse, debris and other rubbish (except furniture, appliances, toxic and/or hazardous materials) from time to time in such manner as to maintain the Leased Premises neat and clean at all times. To the extent that the playing fields and exterior playgrounds are used by outside groups, TENANT shall not be responsible for the removal of garbage, refuse, debris and/or other rubbish created by said outside groups.
- o. In the event TENANT desires to place signs in or about the entrance to the Leased Premises or any other part of same, the installation of TENANT's signs shall be at TENANT's sole cost and expense. The signs shall be governed by all applicable provisions of this Lease and any applicable laws or regulations, including but not limited to, TENANT's duty to repair and insure the signs. Upon the expiration or sooner termination of this Lease, TENANT shall remove any such signs and restore the sign band/fascia to its original condition. In the event LANDLORD or LANDLORD's representative shall deem it necessary to remove any such sign or signs in order to make any repairs, alterations, or improvements in or upon said Leased Premises, LANDLORD shall have the right to do so, upon thirty (30) days' written notice to TENANT, providing the same be removed at LANDLORD's expense and replaced at LANDLORD's expense as promptly as practicable whenever the said repairs, alterations or improvements shall be completed.
- p. TENANT will forthwith immediately remove any and all "graffiti" from the Leased Premises as a result of any of its staff or invitees. However, before removing the graffiti, TENANT will notify LANDLORD, so that LANDLORD can log, report and notify police, if appropriate. In the event same is not removed within five (5) school days of notification by LANDLORD and demand that same be removed, LANDLORD may remove same in which case any and all expenses of such removal shall be due and payable within sixty (60) days from demand. LANDLORD shall deliver the Leased Premises clean from all "graffiti."
- q. TENANT shall not place relocatable or temporary classrooms on LANDLORD's property without LANDLORD's prior written approval as to type, size, specific areas of placement

and until TENANT shall furnish such evidence as LANDLORD may require that such relocatable or temporary classrooms meet all applicable governmental laws, ordinances, regulations, standard and requirements, including those of the New York State Education Department, and additionally such standards as may be required by LANDLORD's liability insurance carrier.

- r. TENANT shall neither encumber nor obstruct the sidewalk in front of, entrance to, or halls and stairs of the Leased Premises, nor allow same to be obstructed or encumbered in any manner as required by applicable laws, rules, regulations and codes.
- s. All equipment, furniture or other personal property on the Leased Premises which belongs to LANDLORD and is used by TENANT shall be kept in good repair by TENANT and TENANT shall be liable to surrender same to LANDLORD in good repair and working order, normal wear and tear excepted, on termination or expiration of this Agreement.
- t. When possible, TENANT shall receive all deliveries, load and unload goods, merchandise, supplies, fixtures, equipment, furniture and rubbish only through proper service doors and loading docks serving the building.
- u. TENANT shall not change the exterior colors or architectural treatment of the Leased Premises or make any alterations or changes to the exterior of the building without LANDLORD's prior written consent.
- v. LANDLORD covenants that if and so long as TENANT pays the rent, and additional rent, and other charges reserved by this Agreement, and performs all the terms, covenants and conditions of this Agreement on the part of TENANT to be performed, TENANT shall quietly enjoy the Leased Premises subject, however, to the terms of this Agreement and of any interest to which this Agreement by its terms is subject.
- w. The parties agree that TENANT shall have the option to rent additional portions of the Claps Center, as set forth in Appendix B, and/or other areas of the Levittown Memorial Education Center, upon mutual written consent of the parties. In the event TENANT chooses to exercise such option, and the parties agree, rent per square footage shall remain the same and monthly rental payments will be adjusted in accordance with the any and all additional square footage rented.

5. UTILITIES/CUSTODIAL/SECURITY SERVICES

- a. LANDLORD shall provide routine custodial services to the Leased Premises on behalf of TENANT at TENANT'S cost and expense. Such routine custodial services shall be furnished to TENANT in the same manner as LANDLORD provides to its own space as part of its own custodial and maintenance program. TENANT shall be responsible to pay that portion of the custodial services cost attributable to cleaning the Leased Premises.

TENANT shall not be responsible for custodial costs in excess of those necessary to provide the routine custodial services to the Leased Premises. These costs shall be deemed additional rent. LANDLORD shall not be responsible for providing air conditioning except to the extent that such air conditioning currently exists at the Leased Premises. TENANT has the right to install additional air conditioning at TENANT's sole cost and expense without LANDLORD approval.

- b. TENANT will be solely responsible for the installation of telephone, network and Internet services, and shall pay any charges in connection therewith directly to the supplier of such telephone or Internet services.
- c. TENANT shall be responsible for providing protection and security for the Leased Premises by responsible personnel. Nothing herein is deemed to prevent admittance into the school building of persons duly authorized by LANDLORD or its duly authorized agents or employees. TENANT shall submit a security program and emergency evacuation plan to LANDLORD for approval within thirty (30) days of execution of this Agreement.
- d. TENANT shall be responsible for the electricity, internet services, gas, oil and water costs for the Leased Premises, to be billed based upon pro rata square footage. All other services provided in this Lease shall be provided without extra charge and shall be deemed subsumed within the rental payments set forth in paragraph 2 above.
- e. This Agreement is subject and subordinate to any utility, gas, water and electric light or telephone line easements now or hereafter granted, affecting the Leased Premises, the building or the land upon which they are located. Any easements granted hereafter shall not interfere with TENANT'S use and quiet enjoyment of the Leased Premises, the building or the land upon which they are located.

6. REPAIRS, MAINTENANCE, FLOOR LOADS AND RESTRICTIONS

- a. TENANT shall at all times keep and maintain the Leased Premises in good order, condition and repair, shall make all other repairs required to the Leased Premises not required to be made by LANDLORD, including without limiting the generality of the foregoing, (i) generally keeping and maintaining the interior of the Leased Premises in good repair and condition; (ii) keeping the Leased Premises clean and free of debris, and (iii) repair and maintenance of all window and/or plate glass directly related to the use of the Leased Premises to the extent not necessitated by the actions of those other than TENANT's employees or invitees.
- b. TENANT shall, at its own cost and expense, at all times maintain the lighting fixtures, and light bulbs of the Leased Premises in good working order and shall repair and maintain all non-structural components of the Leased Premises, including those non-structural components related to plumbing fixtures, electrical fixtures and HVAC

fixtures.

- c. TENANT shall not place a load upon any floor of the Leased Premises which exceeds the floor load per square foot area which such floor was designed to carry. Business machines and mechanical equipment used by TENANT which cause vibration or noise shall be placed and maintained by TENANT, at its expense, in settings of cork, rubber or spring-type vibration eliminators sufficient to eliminate such vibration or noise.
- d. During the term of this Agreement, LANDLORD shall make all structural repairs to the roof, exterior walls, and foundation of the Leased Premises, and shall maintain and repair the electrical, heating and plumbing systems and equipment; provided, however, that structural and other repairs required as a result of the acts (excluding installation(s) of equipment or alterations made by or on account of individuals/entities other than TENANT's occupancy) omissions or negligence of TENANT, its officers or employees shall be the responsibility of TENANT, the expense and cost of which repairs to be paid by TENANT. TENANT shall make all non-structural repairs and shall maintain and repair all non-structural components of the Leased Premises.
- e. LANDLORD shall not be required to commence any repairs required to be performed by it until after notice from TENANT that same are necessary, which notice, except in the case of an emergency, shall be in writing and shall permit LANDLORD seven (7) days in which to commence such repair. When necessary by reason of accident or casualty occurring in the building or at the Leased Premises or on the property, LANDLORD reserves the right to interrupt, temporarily, and except in an emergency, on written notice to TENANT, the supply of utility services until said repairs, alterations or improvements shall have been completed. There shall be no abatement in rent because of any such interruption if LANDLORD shall pursue such work with reasonable diligence and dispatch. LANDLORD agrees to work cooperatively with TENANT to minimize any impact to TENANT'S operations.
- f. This Agreement and the obligation of the TENANT to pay rent hereunder and perform all of the other covenants and agreements hereunder on the part of TENANT to be performed shall in no way be affected, impaired or excused because LANDLORD is unable to supply or is delayed in supplying any service expressly or impliedly to be supplied or is unable to make, or is delayed in making any repairs, additions, alterations or decorations or is unable to supply or is delayed in supplying any equipment or fixtures if LANDLORD is prevented or delayed from so doing by reason of governmental preemption in connection with a national or international emergency or in connection with any rule, order or regulation of any department or subdivision thereof of any governmental agency except LANDLORD or by reason of the condition of supply and demand which have been or are affected by war or other emergency.
- g. LANDLORD shall not be liable for failure to give possession of the Leased Premises upon commencement date for reasons which are outside of LANDLORD'S control. The rent shall not commence until possession is given or is available, but the term herein shall not

be extended.

7. DAMAGE, DESTRUCTION OR FIRE

- a. TENANT must give LANDLORD prompt notice of fire, accident, damage or dangerous or defective condition. If the Leased Premises cannot be used because of fire or other casualty, TENANT is not required to pay rent for the time the Leased Premises are unusable. The determination as to which portion(s) of the Leased Premises are unusable shall be made mutually by the parties. If part of the Leased Premises cannot be used or access to the Leased Premises is blocked, TENANT shall have the option, in its sole discretion, to terminate the within lease, or continue the lease for only the usable part. If TENANT chooses to continue the lease, TENANT will pay rent for the usable part. LANDLORD need only repair the damaged structural parts of the Leased Premises. LANDLORD is not required to repair or replace any equipment, fixtures, furnishings or decorations unless originally installed by LANDLORD. LANDLORD is responsible for delay due to settling insurance claims, obtaining estimates, labor and supply problems or any other cause not fully under LANDLORD's control.
- b. If the fire or other casualty is caused by an act, omission, or neglect of TENANT, TENANT's employees or invitees, , then all repairs will be made at TENANT's expense and TENANT must pay the full rent with no adjustment. The cost of the repairs will be charged to TENANT.
- c. LANDLORD has the right to demolish or rebuild the Leased Premises if there is substantial damage by fire or other casualty. LANDLORD may cancel this Agreement within 30 days after the substantial fire or casualty by giving TENANT notice of LANDLORD's intention to demolish or rebuild. The Agreement will end 30 days after LANDLORD's cancellation notice to TENANT. TENANT must deliver the Leased Premises to LANDLORD on or before the cancellation date in the notice and pay all rent due to the date of the fire or casualty. If the Agreement is canceled LANDLORD is not required to repair the Leased Premises or building. The cancellation does not release TENANT of liability in connection with the fire or casualty. This Section is intended to replace the terms of New York Real Property Law, section 227.
- d. Upon damage or destruction to the property which does not result in termination, the rent and all other payments to be made by TENANT hereunder shall abate as of the date of the occurrence or in case of partial damage or destruction which does not cause TENANT to discontinue use of the property for the purposes stated herein, use as needed by TENANT shall be equitably apportioned on a square footage basis, and/or LANDLORD will offer alternate space to TENANT, if said space is available in the building.

8. RIGHT TO INSPECT

- a. TENANT shall permit LANDLORD or LANDLORD's agents upon prior notice to TENANT to enter the Leased Premises at all reasonable hours for the purpose of (i) inspecting the same; (ii) making repairs required by the terms of this Agreement to be made by TENANT and which TENANT neglects or refuses to make; (iii) exhibiting the Leased Premises to prospective purchasers and mortgagees; (iv) during the twelve (12) months preceding the expiration of this Agreement, exhibiting the Leased Premises to brokers and prospective lessees provided, in each and every case, LANDLORD shall endeavor not to interfere with the conduct of TENANT's business at the Leased Premises. If, at reasonable hours, admission to the Leased Premises for the aforesaid purposes cannot be obtained, or, if at any time entry shall be deemed necessary for the inspection or protection of the Leased Premises or for making any repairs, whether for the benefit of TENANT or not, LANDLORD or LANDLORD's agents, upon prior notice to TENANT, may enter the Leased Premises.
- b. Notwithstanding anything contained herein to the contrary, LANDLORD shall have access to the Leased Premises at all times, upon prior reasonable notice to TENANT, except in emergencies.

9. REQUIREMENTS OF LAW

- a. LANDLORD and TENANT agree and acknowledge that this Agreement is made in accordance with and subject to the provisions of Section 403-a and Section 1950 of the Education Law. The parties understand and agree that the sale of the property by LANDLORD shall be deemed to be a substantial change in the needs and requirements of the School District with regard to facilities as set forth in Education Law 403-a(6)(b).
- b. The Leased Premises are let subject to any and all covenants, restrictions, agreements, rights, reservations and easements of record, governmental laws, rules, regulations and order, including but not limited to such provisions of the Education Law of the State of New York regarding voter approval and/or approval of the Commissioner of Education.
- c. TENANT shall promptly execute and comply with all statutes, ordinances, rules, orders, regulations and requirements of the federal, state and local governments and of any and all their departments and bureaus applicable to the Leased Premises, for the correction, prevention, and abatement of nuisances or other grievances, in, upon or connected with TENANT's use of the Leased Premises during said term at TENANT's own cost and expense. TENANT shall have the right to terminate the Lease upon one (1) month's written notice should compliance with this section 11(c) require TENANT to expend more than five percent (5%) of the outstanding rental payments due under the remaining term of the Agreement, which determination shall be in TENANT's sole discretion.
- d. TENANT shall keep the Leased Premises free of hazardous materials (not presently existing on the Leased Premises) except as set forth herein. Without limiting the

foregoing, TENANT shall not cause or permit the Leased Premises to be used to generate, manufacture, refine, transport, treat, store, handle, dispose, transfer, produce or process hazardous materials, except to the extent required by the programs offered as part of the CTE programs, which shall be in compliance with all applicable Federal, state and local laws or regulations. TENANT shall not cause or permit, as a result of any intentional act or omission on the part of TENANT, a release of hazardous materials onto the Leased Premises except as set forth herein.

- e. For purposes of this paragraph "Hazardous Materials" includes, without limit, any flammable explosives, radioactive materials, hazardous materials, hazardous wastes, hazardous or toxic substances, or related materials defined in the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended (42 U.S.C. Sections 9601, et seq.), the Hazardous Materials Transportation Act, as amended (49 U.S.C. Sections 1801, et seq.), the Resource Conservation and Recovery Act, as amended (42 U.S.C. Sections 9601, et seq.), and in the regulations adopted and publications promulgated pursuant thereto, or any other Federal, state or local environmental law, ordinance, rule, or regulation.
- f. In the event this Agreement is terminated, or TENANT is dispossessed, TENANT shall deliver the Leased Premises to LANDLORD free of any and all hazardous materials not present at the commencement of the within Agreement so that the conditions of the Leased Premises shall conform with all applicable Federal, state and local laws, ordinances, rules or regulations affecting the Leased Premises.
- g. LANDLORD shall provide TENANT with copies of any existing environmental studies or reports (including air quality tests) and including at least one report issued within one year of the date of this Lease, which are in LANDLORD's possession or have been made available to LANDLORD upon TENANT's demand therefor.
- h. TENANT will obtain, at TENANT's expense, all necessary governmental licenses, approvals, certificates and permission required for the operation of its business at the Leased Premises; and TENANT shall supply LANDLORD with copies of such current governmental licenses, approvals, certificates and permission. LANDLORD agrees to assist TENANT in obtaining any of the required approvals, permits, licenses, and/or authorizations to the best of LANDLORD's ability.

10. INSURANCE AND LIABILITY

- a. LANDLORD shall keep the Leased Premises insured against loss by fire with extended coverage, rent insurance covering rent and any additional rent for the entire term of this Agreement, malicious mischief, storm damage, if available, and against such other risks and such amounts as LANDLORD in its discretion deems appropriate and necessary.

- b. TENANT shall provide and keep in force for the benefit of the LANDLORD the insurance coverage set forth in Appendix D. Copies of said policies shall be obtained by TENANT and the originals thereof delivered to the LANDLORD upon the commencement of the term hereto with evidence by stamping or otherwise of the payment of the premiums thereof and prior to occupancy by TENANT of the Leased Premises.
- c. In the event of the failure of TENANT to pay the premiums on said insurance or upon the failure of TENANT to carry such insurance upon its expiration, the LANDLORD shall at the cost and expense of TENANT, procure such insurance and the premiums therefore shall be added to the next month's rent and shall be payable as "additional rent" at that time. Upon the non-payment thereof, the LANDLORD shall have the same remedies as provided herein for the non-payment of rent. Any policies of insurance shall provide that LANDLORD will be notified within thirty (30) days of any cancellation.
- d. TENANT will not nor will TENANT permit other persons to do anything in the Leased Premises, or bring anything into the Leased Premises, or permit anything to be brought into the Leased Premises or to be kept therein, which will in any way increase the rate of fire insurance on the Leased Premises, nor use the Leased Premises or any part thereof, nor suffer or permit their use of any business or purpose which would cause an increase in the rate of fire insurance on said building, and TENANT agrees to pay on demand any such increase.

11. EMINENT DOMAIN

- a. If the whole or any part of the Leased Premises shall be acquired or condemned by Eminent Domain for any public or quasi-public use or purpose, then and in that event, the term of this Agreement shall cease and terminate from the date of title vesting in such proceeding and TENANT shall have no claim against LANDLORD for the value of any unexpired term of this Agreement
- b. If at any time during the term of this Agreement, the whole of the Leased Premises, or any part of the building shall be taken for any public or quasi-public purpose by any lawful power or authority by the exercise of the right of condemnation or eminent domain, LANDLORD shall be entitled to and shall receive any and all awards that may be made in any such proceeding; and TENANT hereby assigns and transfers to LANDLORD any and all such awards that may be made to TENANT. No part of any award shall belong to TENANT, except to the extent that TENANT will be entitled to any portion of the award based upon its improvements to the Leased Premises and their pro-rated value as of the time of the award.
- c. If only the land shall be taken in such proceedings, this Agreement shall terminate only as to the portion of the land so taken, and this Agreement shall continue in full force and effect for the balance of its term as to the part of the Leased Premises remaining, without any reduction or abatement or effect upon the term hereof of the liability of TENANT to

pay in full the basic rent, the additional rent and all other sums and charges to be paid by TENANT unless said taking includes the taking of the parking lot being used by TENANT. In the event said taking includes the taking of the parking lot used by TENANT, the parties shall meet to discuss whether a reduction in the rent is warranted and/or whether termination of the within Agreement is warranted.

12. SUB-LEASES

- a. TENANT covenants that it shall not assign this Agreement nor sublet the Leased Premises or any part thereof nor permit the same to be used or occupied other than by TENANT at any time.
- b. LANDLORD acknowledges that the use of the Leased Premises by TENANT includes the provision of services by third parties and/or invitees while administering its program. LANDLORD acknowledges that said use will be permitted.

13. DEFAULT, TERMINATION, CANCELLATION

- a. On the last day of the term hereof or on the earlier termination thereof, TENANT shall peaceably and quietly, leave, surrender and deliver the Leased Premises up to LANDLORD, broom clean, together with any and all alterations, changes, additions and improvements which may have been made upon the Leased Premises (except movable furniture or movable trade fixtures installed at the expense of TENANT and provided same can be removed without causing damage to the Leased Premises) in good repair and good order and safe condition reasonable wear and tear excepted, and TENANT shall remove all of its personal property from the Leased Premises and any property not so removed shall be deemed to have been abandoned and may be appropriated, sold, stored, destroyed or otherwise disposed of by LANDLORD without notice of TENANT and without obligation to account therefor. TENANT's obligations under this Section 16(a) shall survive the expiration or other termination of this Agreement.
- b. TENANT may, with or without reason, at any time after June 30, 2021, terminate this lease agreement provided that prior written notice of the TENANT'S termination is given at the LANDLORD'S address indicated herein, in which case the lease shall terminate as of the date set forth in said notice. Notwithstanding the foregoing, the lease termination date shall not become effective until twelve (12) months from the date of the notice of termination.
- c. At least thirty (30) days prior to the expiration or termination of this Agreement, the parties shall meet at a mutually agreeable time to inspect the Leased Premises for purposes of addressing issues related to the return of the Leased Premises to LANDLORD.
- d. If the Leased Premises, or any part thereof shall be deserted or become vacant during the

term of this Agreement, or if any default be made in the payment of said rent or any part thereof, or if any default be made in the performance of any of the covenants herein contained, LANDLORD shall notify TENANT and provide TENANT with fourteen (14) days' written notice to cure its default. In the event TENANT does not cure its default within said time period, LANDLORD shall exercise its rights to terminate the within Agreement. If, however, such default cannot, with diligence, reasonably be fully cured within said fourteen (14) day time period, TENANT shall have a reasonable amount of time to cure such default, provided that TENANT commences such cure within the fourteen (14) day time period and thereafter pursues such cure with due diligence.

- e. If after default in payment of rent or violation of any other provision of this Agreement or upon the expiration of this Agreement, TENANT moves out or is dispossessed and fails to remove any trade fixtures or other property prior to said removal, expiration of this Agreement, or prior to the issuance of the final order or execution of the warrant, LANDLORD shall provide thirty (30) days' notice to TENANT that such trade fixtures and/or other property remain in the Leased Premises. If, after such notice, TENANT fails to remove the trade fixtures or other property, then and in that event, the said fixtures and property shall be deemed abandoned by TENANT and shall become the property of LANDLORD.
- f. Notwithstanding anything to the contrary, in the event that this Agreement and/or the use allowed hereunder are not in conformity with any applicable law, statute, or rule or regulation of any authorized governmental agency or of any judicial or administrative decision of a court or governmental agency or authority of competent jurisdiction (except LANDLORD), the parties hereto agree that this Agreement shall be deemed terminated upon notice by LANDLORD to TENANT and neither party shall be liable to the other by reason of such termination. In the event of such termination, rent payable hereunder shall be deemed pro-rated and payable to the date of the effective termination.

14. MISCELLANEOUS PROVISIONS

- a. This instrument may not be changed, modified, discharged or terminated orally.
- b. The failure of the parties to insist upon strict performance of any of the terms, conditions and covenants herein shall not be deemed a waiver of any rights or remedies that said party may have, and shall not be deemed a waiver of any subsequent breach or default in the terms, conditions and covenants herein contained.
- c. TENANT represents that the officers or persons signing this Agreement on behalf of TENANT expressly represent that TENANT has adopted a resolution authorizing its execution of this agreement, and the persons whose signatures appear on this agreement on behalf of TENANT expressly represent that these are authorized by TENANT to execute this agreement on its behalf.

- d. Any act required to be performed by TENANT pursuant to the terms of this Agreement may be performed by any officer of TENANT and the performance of such act shall be deemed to be performance by TENANT and shall be acceptable as TENANT's act by LANDLORD.
- e. All notices, demands, requests, consents, approvals, offers, statements and other instruments or communications required or permitted to be given hereunder shall be in writing and shall be deemed to have been given when delivered, or when received if mailed by first class registered or certified mail, addressed (a) if to TENANT at its address set forth above, or at such other address as TENANT shall have furnished to LANDLORD in writing or (b) if to LANDLORD at the address set forth above.
- f. LANDLORD hereby agrees that upon execution of this Agreement, TENANT shall have the right to enter and use the Leased Premises.
- g. The parties hereto agree that this Agreement is subject to all laws, rules and regulations applicable to the leasing of public school building whether or not such laws are specifically referred to herein.
- h. This agreement shall become effective upon the adoption of a resolution approving this Lease Agreement by both the Board of Cooperative Educational Services of Nassau County and the Levittown Union Free School District, and the approval of the Commissioner of Education in writing.
- i. The headings denoting the separately numbered paragraphs of this Agreement are specifically set forth for reference purposes only and are not in any way to be deemed explanatory of or limiting of the contents of any paragraph or subparagraph. Furthermore, said headings are not to be deemed part of this Agreement for purposes of interpretation, litigation or as defining or limiting the rights or obligations of the parties.
- j. The covenants, agreements and obligations contained in this Agreement shall, except as herein otherwise provided, extend to, bind and inure to the benefit of the parties hereto and their respective personal representatives, heirs, successors and permitted assigns. Each covenant, agreement, obligation or other provision herein contained shall be deemed and construed as a separate and independent covenant of the party bound by, undertaking or making the same, not dependent on any other provision of this Agreement unless otherwise expressly provided.
- k. No course of dealing of any party hereto, no omission, failure or delay on the part of any party hereto in asserting or exercising any right hereunder, and no partial or single exercise of any right hereunder by any party hereto shall constitute or operate as a waiver of any such right or any other right hereunder. No waiver of any provision hereof shall be effective unless in writing and signed by or on behalf of the party to be charged therewith.

No waiver of any provision hereof shall be deemed or construed as a continuing waiver, as a waiver in respect of any other or subsequent breach or default of such provision, or as a waiver of any other provision hereof unless expressly so stated in writing and signed by or on behalf of the party to be charged therewith.

- l. This Agreement shall be governed by, and interpreted and enforced in accordance with, the laws of the State of New York without regard to conflicts or choice of law provisions that would defer to the substantive laws of another jurisdiction. Each of the parties hereto consents to the jurisdiction of any state court located within the County of Nassau, State of New York, or federal court located in the County of Suffolk, State of New York, and irrevocably agrees that all actions or proceedings relating to this Agreement must be litigated in such courts, and each of the parties waives any objection which it may have based on improper venue or forum non conveniens to the conduct of and proceeding in any such court.
- m. No act or thing done by LANDLORD or LANDLORD's agents during the term of the within Agreement shall be deemed an acceptance of a surrender of the Leased Premises, and no agreement to accept such surrender shall be valid unless in writing signed by LANDLORD.
- n. No employee of LANDLORD or of LANDLORD's agents shall have any power to accept the keys of the Leased Premises prior to the termination of the Agreement. The delivery of keys to any employee of LANDLORD or of LANDLORD's agents shall not operate as a termination of the Agreement or a surrender of the Leased Premises.
- o. The words "re-enter" and "re-entry" as used herein are not restricted to their technical legal meaning.
- p. This Agreement has been arrived at mutually and is not to be construed against any party hereto as being the drafter hereof or causing the same to be drafted.
- q. The within Agreement supersedes all prior agreements, both written and verbal, between LANDLORD and TENANT with respect to the Leased Premises.

LEVITTOWN UNION FREE SCHOOL DISTRICT

Dated: _____ By: _____

BOARD OF COOPERATIVE EDUCATIONAL SERVICES OF
NASSAU COUNTY

Dated: _____ By: Susan Bergtraum

STATE OF NEW YORK)

)s.s.:

COUNTY OF NASSAU)

On the 11th day of July 2019, before me personally came Susan Bergtraum, to me known, who being by me duly sworn, did depose and say that s/he is the Board President the corporation described in and which executed the foregoing instrument; that by order of said corporation she/he signed her/his name.

Teresa T. Scaturro
NOTARY PUBLIC

TERESA T. SCATURRO
NOTARY PUBLIC, STATE OF NEW YORK
NO. 01SC6022700, NASSAU COUNTY
EXPIRES 04/05/23

STATE OF NEW YORK)

)s.s.:

COUNTY OF NASSAU)

On the _____ day of _____, before me personally came _____, to me known, who being by me duly sworn, did depose and say that s/he is the Board of Education, Levittown Union Free School District, the municipal corporation described in and which executed the foregoing instrument; that by order of the Board of Education of said corporation she signed her name.

NOTARY PUBLIC

Attachment: Rental Agreement_BOCES (3570 : Transition Agreement - BOCES)

APPENDIX A

Room No.		Subject Taught or Activity	Net Floor Area (square feet)
1	Lower Level	Auto Shop	1,872
3	Lower Level	Auto Lab	996
3	Lower Level	Auto Classroom	948
5	Lower Level	Print Shop	2,172
5	Lower Level	Security Vestibule	80
7	Lower Level	Cosmo Storage	500
7	Lower Level	Cosmo Practical	1,420
9	Lower Level	Cosmo Classroom	1,053
11	Lower Level	Cosmo Classroom	1,375
13	Lower Level	Cosmo Classroom	871
15	Lower Level	Auto Classroom	846
Auto Shop	Lower Level	Auto Shop	2,016
Auto Storage		Auto Storage	240
2	Lower Level	Nurse Office	434
4	Lower Level	GC Tech Supplies Storage	448
4A	Lower Level	Boys Changing Rooms	200
4B	Lower Level	Girls Changing Rooms	200
6A	Lower Level	Office	164
Men's Faculty Bathrooms	Lower Level	Men's Faculty Bathrooms	72
Girls Faculty Bathrooms	Lower Level	Girls Faculty Bathrooms	72
Vending Machines	Lower Level	Vending Machines	120
Student Male Bathroom	Lower Level	Student Male Bathroom	192
Student Female Bathroom	Lower Level	Student Female Bathroom	192
Boys Changing Rooms	Lower Level	Boys Changing Rooms	299

Girls Changing Rooms	Lower Level	Girls Changing Rooms	399
8	Lower Level	Attendance Office	168
Hallway	Lower Level	Hallway	2,000
121	1st Floor	Adult Ed Offices/ Classroom	1,458
107, 109, 111, 113	1st Floor	GC Tech Offices	3,000
115	1st Floor	Police Science	537
117	1st Floor	Police Science	923
GC Tech Storage	1st Floor	GC Tech Storage	300
123	1st Floor	Computer Animation	1,285
120	1st Floor	Electrical Classroom	3,255
Faculty Female Bathroom	1st Floor	Faculty Female Bathroom	200
Faculty Male Bathroom	1st Floor	Faculty Male Bathroom	200
Student Male Bathroom	1st Floor	Student Male Bathroom	389
Student Female Bathroom	1st Floor	Student Female Bathroom	389
110	1st Floor	Police Science	660
108	1st Floor	Medical Assistant	660
106	1st Floor	Medical Assistant	660
104	1st Floor	Medical Assistant	660
102	1st Floor	Testing Room	814
100	1st Floor	Faculty Room	585
Hallway	1st Floor	Hallway	2,000
Total SF			37,324

APPENDIX B

Program Name	Assigned Room Number	Floor	Square Footage
Levittown Museum	Levittown Museum	Lower Level	1,700
Bakery	Bakery	1st Floor	555
Bakery Classroom	Bakery Classroom	1st Floor	1,113
Culinary Kitchen	Culinary Kitchen	1st Floor	1,335
Panther Room	Panther Room	1st Floor	4,000
Computer Lab	119	1st Floor	1,040

Appendix C

Asset #	Fiscal Year End	Room Code	Asset Description	Book Value
20080645	06/30/18	1	LATHE, METALWORKING	\$0.00
20080646	06/30/18	1	ANALYZER, EMISSIONS	\$0.00
20080649	06/30/18	1	BALANCER, WHEEL	\$540.44
20080650	06/30/18	1	MOUNT, TIRE	\$0.00
20080652	06/30/18	1	LIFT, AUTOMOTIVE	\$3,006.85
20080653	06/30/18	1	SYSTEM, ALIGNMENT-COMPUTERIZED	\$900.73
20080654	06/30/18	1	SYSTEM, ALIGNMENT-COMPUTERIZED	\$1,286.75
20080658	06/30/18	1	CART, TOOL MOBILE	\$0.00
20080659	06/30/18	1	LIFT, AUTOMOTIVE	\$0.00
20161152	06/30/18	1	TIRE BALANCE	\$13,600.00
20110854	06/30/18	101	CABINET, FLAMMABLE STORAGE	\$474.19
20093838	06/30/18	102	SMARTBOARD PROJECTOR	\$0.00
20080087	06/30/18	104	PODIUM	\$46.78
20080847	06/30/18	104	CPR MODEL	\$0.00
20080848	06/30/18	104	CPR MODEL	\$0.00
20080851	06/30/18	104	CPR MODEL	\$0.00
20080852	06/30/18	104	CPR MODEL	\$0.00
20080853	06/30/18	104	CPR MODEL	\$0.00
20080854	06/30/18	104	CPR MODEL	\$0.00
20080855	06/30/18	104	CPR MODEL	\$0.00
20080856	06/30/18	104	CPR MODEL	\$0.00
20080857	06/30/18	104	CPR MODEL	\$0.00
20080858	06/30/18	104	CPR MODEL	\$0.00
20080859	06/30/18	104	CPR MODEL	\$0.00
20080860	06/30/18	104	CPR MODEL	\$0.00
20080875	06/30/18	104	CABINET, STORAGE WOOD	\$286.60
20080877	06/30/18	104	CPR MODEL	\$0.00
20080878	06/30/18	104	CPR MODEL	\$0.00
20080887	06/30/18	104	PRINTER, LASER	\$0.00
20091710	06/30/18	104	PROJECTOR, MULTIMEDIA	\$0.00
20093590	06/30/18	105	SMARTBOARD	\$0.00
20134899	06/30/18	105	COMPUTER, DESKTOP	\$0.00
9920160649	06/30/18	105	GRP. MISC FURNITURE	\$0.00
20080112	06/30/18	106	SKELETON, HUMAN	\$0.00
20093591	06/30/18	106	SMARTBOARD	\$0.00
9920160648	06/30/18	106	GRP. MISC FURNITURE	\$0.00
20080850	06/30/18	108	CPR MODEL	\$0.00
20080861	06/30/18	108	EKG MACHINE	\$0.00
20080862	06/30/18	108	CENTREFUGE	\$0.00
20080863	06/30/18	108	CENTREFUGE	\$0.00
20080874	06/30/18	108	CPR MODEL	\$0.00
20080876	06/30/18	108	CPR MODEL	\$0.00
20110873	06/30/18	11	COMMERCIAL, HAIRDRYER	\$320.25

<u>Asset #</u>	<u>Fiscal Year End</u>	<u>Room Code</u>	<u>Asset Description</u>	<u>Book Value</u>
20110874	06/30/18	11	COMMERCIAL, HAIRDRYER	\$320.25
20110900	06/30/18	11	COSMOTOLOGY DEVICE	\$411.74
20110901	06/30/18	11	COMMERCIAL, HAIRDRYER	\$320.25
20140068	06/30/18	11	6' STUDENT WORK TABLE WITH MIRRORS	\$2,563.51
20140071	06/30/18	11	6' STUDENT WORK TABLE WITH MIRRORS	\$2,563.51
20140072	06/30/18	11	6' STUDENT WORK TABLE WITH MIRRORS	\$2,563.51
20140073	06/30/18	11	6' STUDENT WORK TABLE WITH MIRRORS	\$2,722.69
20140074	06/30/18	11	6' STUDENT WORK TABLE WITH MIRRORS	\$2,722.68
20140075	06/30/18	11	6' STUDENT WORK TABLE WITH MIRRORS	\$2,722.68
20150529	06/30/18	11	COMPUTER, DESKTOP	\$0.00
20180121	06/30/18	11	BOWL, PORCELAIN SHAMPOO	\$868.02
20180122	06/30/18	11	BOWL, PORCELAIN SHAMPOO	\$868.02
20180123	06/30/18	11	BOWL, PORCELAIN SHAMPOO	\$868.02
20180124	06/30/18	11	BOWL, PORCELAIN SHAMPOO	\$868.02
20180125	06/30/18	11	BOWL, PORCELAIN SHAMPOO	\$868.02
9920160637	06/30/18	11	GRP. MISC FURNITURE	\$0.00
20080949	06/30/18	110	DESK, TEACHER	\$243.61
20080950	06/30/18	110	DESK, TEACHER	\$243.61
20091692	06/30/18	110	PRINTER, LEXMARK C522	\$0.00
20130017	06/30/18	110	SMARTBOARD	\$0.00
20133251	06/30/18	110	COMPUTER, DESKTOP	\$169.84
20134900	06/30/18	110	COMPUTER, DESKTOP	\$0.00
20134901	06/30/18	110	COMPUTER, DESKTOP	\$0.00
20134902	06/30/18	110	COMPUTER, DESKTOP	\$0.00
9920160645	06/30/18	110	GRP. MISC FURNITURE	\$0.00
20110850	06/30/18	110A	NETWORK, RACK	\$989.94
20161104	06/30/18	110A	SWITCH, NETWORK	\$2,200.00
20161145	06/30/18	110A	POWER SUPPLY, UNINTERUPTIBLE	\$0.00
20150131	06/30/18	113A	PRINTER	\$136.80
20091897	06/30/18	115	COMPUTER, DESKTOP	\$0.00
9920160644	06/30/18	115	GRP. MISC FURNITURE	\$0.00
20080063	06/30/18	117	TABLE, DRAFTING	\$171.96
20080065	06/30/18	117	TABLE, DRAFTING	\$171.96
20080066	06/30/18	117	TABLE, DRAFTING	\$171.96
20080067	06/30/18	117	TABLE, DRAFTING	\$171.96
20080069	06/30/18	117	TABLE, DRAFTING	\$171.96
20080121	06/30/18	117	DESK, TEACHER	\$0.00
20090132	06/30/18	117	PROJECTOR, MULTIMEDIA	\$0.00
20110842	06/30/18	117	TABLE, DRAFTING	\$171.96
20110843	06/30/18	117	TABLE, DRAFTING	\$171.96
20110844	06/30/18	117	TABLE, DRAFTING	\$171.96
20110972	06/30/18	117	TABLE, DRAFTING	\$171.96
20080783	06/30/18	120	WELDER, ARC	\$0.00

Asset #	Fiscal Year End	Room Code	Asset Description	Book Value
20080784	06/30/18	120	WELDER, ARC	\$0.00
20080785	06/30/18	120	WORKBENCH, 4-STATION	\$0.00
20080791	06/30/18	120	VOLT METER	\$0.00
20080794	06/30/18	120	TRANSMITTER, RADIO TELEGRAPH	\$0.00
20080798	06/30/18	120	DESK, TEACHER	\$0.00
20093592	06/30/18	120	SMARTBOARD	\$0.00
20093840	06/30/18	120	SMARTBOARD PROJECTOR	\$0.00
20110888	06/30/18	120	GEO THERMAL TRAINER	\$1,006.49
20110889	06/30/18	120	SOLAR HEAT SERVICE TRAINER	\$2,287.47
20110890	06/30/18	120	FUEL CELL TECHNOLOGY TRAINER	\$1,006.49
20110891	06/30/18	120	SOLAR SYSTEM TRAINER	\$0.00
20110892	06/30/18	120	POWER DISTRIBUTION CHANNEL	\$0.00
20110969	06/30/18	120	CABINET, SAFETY GOGGLE	\$829.25
9920160643	06/30/18	120	GRP. MISC MACHINERY AND TOOLS	\$0.00
20080757	06/30/18	121	DESK, MODULAR	\$102.92
20080845	06/30/18	121	DESK, TEACHER	\$0.00
20087836	06/30/18	121	PRINTER, LASER	\$0.00
20093593	06/30/18	121	SMARTBOARD	\$0.00
20093841	06/30/18	121	SMARTBOARD PROJECTOR	\$0.00
20134903	06/30/18	121	COMPUTER, DESKTOP	\$0.00
20134904	06/30/18	121	COMPUTER, DESKTOP	\$0.00
20134905	06/30/18	121	COMPUTER, DESKTOP	\$0.00
20134906	06/30/18	121	COMPUTER, DESKTOP	\$0.00
20134907	06/30/18	121	COMPUTER, DESKTOP	\$0.00
20150249	06/30/18	121	COMPUTER, DESKTOP	\$201.55
20150250	06/30/18	121	COMPUTER, DESKTOP	\$169.84
9920160641	06/30/18	121	GRP. MISC FURNITURE	\$0.00
20110970	06/30/18	123	NETWORK, RACK	\$948.38
20133725	06/30/18	123	COMPUTER, DESKTOP	\$305.26
20133726	06/30/18	123	COMPUTER, DESKTOP	\$305.26
20133728	06/30/18	123	COMPUTER, DESKTOP	\$305.26
20133729	06/30/18	123	COMPUTER, DESKTOP	\$305.26
20133730	06/30/18	123	COMPUTER, DESKTOP	\$305.26
20133731	06/30/18	123	COMPUTER, DESKTOP	\$305.26
20133732	06/30/18	123	COMPUTER, DESKTOP	\$305.26
20133790	06/30/18	123	COMPUTER, DESKTOP	\$321.33
20133791	06/30/18	123	COMPUTER, DESKTOP	\$321.33
20133792	06/30/18	123	COMPUTER, DESKTOP	\$321.33
20133793	06/30/18	123	COMPUTER, DESKTOP	\$321.33
20133794	06/30/18	123	COMPUTER, DESKTOP	\$321.33
20133795	06/30/18	123	COMPUTER, DESKTOP	\$321.33
20133796	06/30/18	123	COMPUTER, DESKTOP	\$321.33
20133797	06/30/18	123	COMPUTER, DESKTOP	\$321.33

Asset #	Fiscal Year End	Room Code	Asset Description	Book Value
20133798	06/30/18	123	COMPUTER, DESKTOP	\$321.33
20133799	06/30/18	123	COMPUTER, DESKTOP	\$321.33
20133899	06/30/18	123	COMPUTER, DESKTOP	\$305.26
20133904	06/30/18	123	COMPUTER, DESKTOP	\$305.26
20133906	06/30/18	123	COMPUTER, DESKTOP	\$305.26
20150102	06/30/18	123	NAS STORAGE SYSTEM	\$347.08
20161143	06/30/18	123	3D PRINTER	\$0.00
9920160640	06/30/18	123	GRP. MISC FURNITURE	\$0.00
20093587	06/30/18	13	SMARTBOARD	\$0.00
20093836	06/30/18	13	SMARTBOARD PROJECTOR	\$0.00
9920160638	06/30/18	13	GRP. MISC FURNITURE	\$0.00
20080228	06/30/18	14	COMPUTER, LAPTOP	\$0.00
20080229	06/30/18	14	COMPUTER, LAPTOP	\$0.00
20080230	06/30/18	14	COMPUTER, LAPTOP	\$0.00
20080231	06/30/18	14	COMPUTER, LAPTOP	\$0.00
20080232	06/30/18	14	COMPUTER, LAPTOP	\$0.00
20080233	06/30/18	14	COMPUTER, LAPTOP	\$0.00
20080234	06/30/18	14	COMPUTER, LAPTOP	\$0.00
20080235	06/30/18	14	COMPUTER, LAPTOP	\$0.00
20080236	06/30/18	14	COMPUTER, LAPTOP	\$0.00
20080237	06/30/18	14	COMPUTER, LAPTOP	\$0.00
20080238	06/30/18	14	COMPUTER, LAPTOP	\$0.00
20080239	06/30/18	14	COMPUTER, LAPTOP	\$0.00
20080241	06/30/18	14	COMPUTER, LAPTOP	\$0.00
20084865	06/30/18	14	COMPUTER, LAPTOP	\$0.00
20084866	06/30/18	14	COMPUTER, LAPTOP	\$0.00
20084867	06/30/18	14	COMPUTER, LAPTOP	\$0.00
20084868	06/30/18	14	COMPUTER, LAPTOP	\$0.00
20084869	06/30/18	14	COMPUTER, LAPTOP	\$0.00
20084870	06/30/18	14	COMPUTER, LAPTOP	\$0.00
20084871	06/30/18	14	COMPUTER, LAPTOP	\$0.00
20084872	06/30/18	14	COMPUTER, LAPTOP	\$0.00
20084873	06/30/18	14	COMPUTER, LAPTOP	\$0.00
20084874	06/30/18	14	COMPUTER, LAPTOP	\$0.00
20084877	06/30/18	14	COMPUTER, LAPTOP	\$0.00
20084878	06/30/18	14	COMPUTER, LAPTOP	\$0.00
20084879	06/30/18	14	COMPUTER, LAPTOP	\$0.00
20084880	06/30/18	14	COMPUTER, LAPTOP	\$0.00
20084881	06/30/18	14	COMPUTER, LAPTOP	\$0.00
20084882	06/30/18	14	COMPUTER, LAPTOP	\$0.00
20085065	06/30/18	14	EPSON PROJECTOR	\$0.00
20085109	06/30/18	14	EPSON PROJECTOR	\$0.00
20085577	06/30/18	14	CANARY	\$0.00

Asset #	Fiscal Year End	Room Code	Asset Description	Book Value
20085907	06/30/18	14	CISCO NETWORK SWITCH	\$0.00
20085999	06/30/18	14	EPSON PROJECTOR	\$0.00
20086250	06/30/18	14	COMPUTER, LAPTOP	\$0.00
20086253	06/30/18	14	COMPUTER, LAPTOP	\$0.00
20086256	06/30/18	14	COMPUTER, LAPTOP	\$0.00
20086355	06/30/18	14	SWITCH, NETWORK	\$0.00
20086589	06/30/18	14	EPSON PROJECTOR	\$0.00
20086735	06/30/18	14	CISCO NETWORK SWITCH	\$0.00
20086744	06/30/18	14	CISCO NETWORK SWITCH	\$0.00
20086745	06/30/18	14	CISCO NETWORK SWITCH	\$0.00
20087475	06/30/18	14	PRINTER, LASER	\$0.00
20088347	06/30/18	14	CISCO NETWORK SWITCH	\$0.00
20088348	06/30/18	14	CISCO NETWORK SWITCH	\$0.00
20088349	06/30/18	14	CISCO NETWORK SWITCH	\$0.00
20088396	06/30/18	14	CISCO NETWORK SWITCH	\$0.00
20088399	06/30/18	14	CISCO NETWORK SWITCH	\$0.00
20088406	06/30/18	14	SERVER	\$0.00
20088410	06/30/18	14	PRINTER, LEXMARK C544DN	\$0.00
20088420	06/30/18	14	LEXMARK E460DN	\$0.00
20088421	06/30/18	14	LEXMARK E460DN	\$0.00
20088425	06/30/18	14	LEXMARK E460DN	\$0.00
20088428	06/30/18	14	LEXMARK E460DN	\$0.00
20090724	06/30/18	14	COMPUTER, LAPTOP	\$0.00
20090729	06/30/18	14	COMPUTER, LAPTOP	\$0.00
20090731	06/30/18	14	COMPUTER, LAPTOP	\$0.00
20090750	06/30/18	14	COMPUTER, LAPTOP	\$0.00
20090947	06/30/18	14	CISCO NETWORK SWITCH	\$0.00
20090958	06/30/18	14	COMPUTER, LAPTOP	\$0.00
20090960	06/30/18	14	COMPUTER, LAPTOP	\$0.00
20090963	06/30/18	14	COMPUTER, LAPTOP	\$0.00
20090966	06/30/18	14	COMPUTER, LAPTOP	\$0.00
20090974	06/30/18	14	COMPUTER, LAPTOP	\$0.00
20091053	06/30/18	14	SWITCH, CISCO	\$0.00
20091085	06/30/18	14	COMPUTER, LAPTOP	\$0.00
20091086	06/30/18	14	COMPUTER, LAPTOP	\$0.00
20091090	06/30/18	14	COMPUTER, LAPTOP	\$0.00
20091096	06/30/18	14	COMPUTER, LAPTOP	\$0.00
20091097	06/30/18	14	COMPUTER, LAPTOP	\$0.00
20091471	06/30/18	14	DELL	\$0.00
20091474	06/30/18	14	COMPUTER, LAPTOP	\$0.00
20091478	06/30/18	14	COMPUTER, LAPTOP	\$0.00
20091481	06/30/18	14	COMPUTER, LAPTOP	\$0.00
20091484	06/30/18	14	COMPUTER, LAPTOP	\$0.00

Asset #	Fiscal Year End	Room Code	Asset Description	Book Value
20091490	06/30/18	14	COMPUTER, LAPTOP	\$0.00
20091491	06/30/18	14	COMPUTER, LAPTOP	\$0.00
20091492	06/30/18	14	COMPUTER, LAPTOP	\$0.00
20091494	06/30/18	14	COMPUTER, LAPTOP	\$0.00
20091495	06/30/18	14	COMPUTER, LAPTOP	\$0.00
20091496	06/30/18	14	COMPUTER, LAPTOP	\$0.00
20091498	06/30/18	14	COMPUTER, LAPTOP	\$0.00
20091504	06/30/18	14	CISCO NETWORK SWITCH	\$0.00
20091586	06/30/18	14	DELL	\$0.00
20091603	06/30/18	14	CISCO NETWORK SWITCH	\$0.00
20091650	06/30/18	14	CISCO NETWORK SWITCH	\$0.00
20092272	06/30/18	14	COMPUTER, LAPTOP	\$0.00
20092297	06/30/18	14	SERVER	\$0.00
20093370	06/30/18	14	CISCO NETWORK SWITCH	\$0.00
20093371	06/30/18	14	CISCO NETWORK SWITCH	\$0.00
20093632	06/30/18	14	SMARTBOARD	\$0.00
20094750	06/30/18	14	PRINTER, LEXMARK E260D	\$0.00
20094751	06/30/18	14	PRINTER, LEXMARK E260D	\$0.00
20094752	06/30/18	14	PRINTER, LEXMARK E260D	\$0.00
20094754	06/30/18	14	PRINTER, LEXMARK E260D	\$0.00
20094759	06/30/18	14	PRINTER, LEXMARK C544DN	\$0.00
20094764	06/30/18	14	PRINTER, LEXMARK C746DN	\$0.00
20094768	06/30/18	14	PRINTER, LEXMARK MX410DE	\$0.00
20094770	06/30/18	14	PRINTER, LEXMARK MS410DN	\$0.00
20094771	06/30/18	14	PRINTER, LEXMARK MS410DN	\$0.00
20094772	06/30/18	14	PRINTER, LEXMARK MS410DN	\$0.00
20094774	06/30/18	14	PRINTER, LEXMARK MS410DN	\$0.00
20094778	06/30/18	14	PRINTER, LEXMARK MS310DN	\$0.00
20094779	06/30/18	14	PRINTER, LEXMARK MS310DN	\$0.00
20094780	06/30/18	14	PRINTER, LEXMARK MS310DN	\$0.00
20094781	06/30/18	14	PRINTER, LEXMARK MS310DN	\$0.00
20094785	06/30/18	14	PRINTER, LEXMARK MS310DN	\$0.00
20110459	06/30/18	14	SWITCH, NETWORK	\$0.00
20110774	06/30/18	14	SWITCH, NETWORK	\$0.00
20133801	06/30/18	14	COMPUTER, LAPTOP	\$281.80
20133803	06/30/18	14	COMPUTER, LAPTOP	\$281.80
20133806	06/30/18	14	COMPUTER, LAPTOP	\$281.80
20133807	06/30/18	14	COMPUTER, LAPTOP	\$281.80
20133809	06/30/18	14	COMPUTER, LAPTOP	\$306.21
20133812	06/30/18	14	COMPUTER, LAPTOP	\$281.80
20133814	06/30/18	14	COMPUTER, LAPTOP	\$281.80
20133816	06/30/18	14	COMPUTER, LAPTOP	\$281.80
20133828	06/30/18	14	COMPUTER, DESKTOP	\$556.15

Asset #	Fiscal Year End	Room Code	Asset Description	Book Value
20134002	06/30/18	14	COMPUTER, DESKTOP	\$323.91
20134043	06/30/18	14	COMPUTER, DESKTOP	\$323.91
20134044	06/30/18	14	COMPUTER, DESKTOP	\$323.91
20134052	06/30/18	14	COMPUTER, DESKTOP	\$323.91
20134061	06/30/18	14	COMPUTER, DESKTOP	\$323.91
20150251	06/30/18	14	SMARTBOARD	\$269.75
20150252	06/30/18	14	SMARTBOARD	\$269.75
20150253	06/30/18	14	SMARTBOARD	\$562.20
20150254	06/30/18	14	SMARTBOARD	\$562.20
20153366	06/30/18	14	PRINTER, LASER	\$654.02
20153367	06/30/18	14	PRINTER, LASER	\$654.02
20153374	06/30/18	14	PRINTER, LASER	\$654.02
20153375	06/30/18	14	PRINTER, LASER	\$654.02
20153391	06/30/18	14	PRINTER, LASER	\$654.02
20153392	06/30/18	14	PRINTER, LASER	\$654.02
20153407	06/30/18	14	PROJECTOR	\$955.80
20153408	06/30/18	14	PROJECTOR	\$955.80
20153409	06/30/18	14	PROJECTOR	\$955.80
20153410	06/30/18	14	PROJECTOR	\$955.80
20153454	06/30/18	14	PROJECTOR	\$662.92
20153456	06/30/18	14	PROJECTOR	\$662.92
20153457	06/30/18	14	PROJECTOR	\$662.92
20153460	06/30/18	14	PROJECTOR	\$662.92
20153464	06/30/18	14	DOCUMENT CAMERA	\$599.25
20153472	06/30/18	14	DOCUMENT CAMERA	\$599.25
20153473	06/30/18	14	DOCUMENT CAMERA	\$599.25
20153474	06/30/18	14	DOCUMENT CAMERA	\$599.25
20154042	06/30/18	14	POWER SUPPLY, UNINTERRUPTABLE	\$575.77
201553406	06/30/18	14	PROJECTOR	\$955.80
9920170083	06/30/18	14	SMARTBOARD	\$862.72
9920170084	06/30/18	14	SMARTBOARD	\$862.72
9920170085	06/30/18	14	SMARTBOARD	\$862.72
9920170086	06/30/18	14	SMARTBOARD	\$862.72
9920170087	06/30/18	14	SMARTBOARD	\$862.72
9920170088	06/30/18	14	SMARTBOARD	\$862.72
20093588	06/30/18	15	SMARTBOARD	\$0.00
20093837	06/30/18	15	SMARTBOARD PROJECTOR	\$0.00
20132654	06/30/18	15	COMPUTER, DESKTOP	\$0.00
20150389	06/30/18	15	WIPER/WASHER TRAINER	\$3,539.17
90005853	06/30/18	15	GROUP OF FURNITURE	\$2,972.34
90005868	06/30/18	15	GROUP OF MACHINERY AND TOOLS	\$1,816.13
9920160639	06/30/18	15	GRP. MISC FURNITURE	\$0.00
20080894	06/30/18	200	HEAVY DUTY STAPLER TABLE	\$0.00

Asset #	Fiscal Year End	Room Code	Asset Description	Book Value
20080895	06/30/18	200	DESK, TEACHER	\$287.26
20080897	06/30/18	200	DESK, TEACHER	\$243.61
90000309	06/30/18	201	GROUP OF MISCELLANEOUS MINOR ATHLETIC EQ	\$0.00
20088212	06/30/18	204	PROJECTOR, MULTIMEDIA	\$142.92
20091712	06/30/18	204	PRINTER, LEXMARK E450DN	\$0.00
20094416	06/30/18	204	COMPUTER, DESKTOP	\$0.00
20094417	06/30/18	204	COMPUTER, DESKTOP	\$0.00
20094418	06/30/18	204	COMPUTER, DESKTOP	\$0.00
20094521	06/30/18	204	COMPUTER, DESKTOP	\$0.00
9920160647	06/30/18	204	GRP. MISC FURNITURE	\$0.00
20080928	06/30/18	206	TREADMILL	\$0.00
20110965	06/30/18	206	RANGE, ELECTRICT	\$274.26
20110967	06/30/18	206	EXERCISE, BIKE	\$268.94
20087698	06/30/18	208	PRINTER, LASER	\$0.00
20091906	06/30/18	208	COMPUTER, DESKTOP	\$0.00
20094660	06/30/18	208	SMARTBOARD	\$0.00
20094661	06/30/18	208	SMARTBOARD PROJECTOR	\$0.00
20080690	06/30/18	403	LECTERN, POWERED	\$383.34
20086352	06/30/18	403	SMARTBOARD	\$0.00
9920160631	06/30/18	403	GRP. MISC FURNITURE	\$0.00
20081023	06/30/18	410	DESK, MODULAR	\$482.58
20081183	06/30/18	410	DESK, EXECUTIVE	\$592.25
20088009	06/30/18	410	COMPUTER, DESKTOP	\$0.00
20091768	06/30/18	410	DELL OPTIPLEX 790 MINI TOWER	\$0.00
20093937	06/30/18	410	LEXMARK X954	\$0.00
20094782	06/30/18	410	PRINTER, LEXMARK MS310DN	\$0.00
20150255	06/30/18	410	COMPUTER, DESKTOP	\$169.84
20081040	06/30/18	414	DESK, MODULAR	\$921.29
20081046	06/30/18	414	TV	\$0.00
20081048	06/30/18	414	FILE LATERAL, METAL LOCK	\$263.22
20081049	06/30/18	414	FILE LATERAL, METAL LOCK	\$263.22
20081050	06/30/18	414	DESK, MODULAR	\$421.67
20081064	06/30/18	414	DESK, MODULAR	\$482.58
20081065	06/30/18	414	PRINTER, LASER	\$0.00
20081067	06/30/18	414	DESK, MODULAR	\$482.58
20088079	06/30/18	414	COMPUTER, DESKTOP	\$0.00
20091604	06/30/18	414	APPLE IPAD2	\$0.00
20091799	06/30/18	414	DELL OPTIPLEX 790 MINI TOWER	\$0.00
20091808	06/30/18	414	DELL OPTIPLEX 790 MINI TOWER	\$0.00
20091817	06/30/18	414	DELL OPTIPLEX 790 MINI TOWER	\$0.00
20091868	06/30/18	414	DELL OPTIPLEX 790 MINI TOWER	\$0.00
20133254	06/30/18	414	LEXMARK MULTIFUNCTION PRINTER	\$636.66
20150256	06/30/18	414	COMPUTER, DESKTOP	\$169.84

Asset #	Fiscal Year End	Room Code	Asset Description	Book Value
20150257	06/30/18	414	COMPUTER, DESKTOP	\$169.84
20081176	06/30/18	417	DESK, MODULAR	\$482.58
20091787	06/30/18	417	DELL OPTIPLEX 790 MINI TOWER	\$0.00
20091790	06/30/18	417	DELL OPTIPLEX 790 MINI TOWER	\$0.00
20091805	06/30/18	417	DELL OPTIPLEX 790 MINI TOWER	\$0.00
20154012	06/30/18	417	PHOTOCOPIER	\$4,953.02
9920160659	06/30/18	417	GRP. MISC FURNITURE	\$0.00
20080815	06/30/18	420	COMPUTER, DESKTOP	\$0.00
20081191	06/30/18	420	MACHINE, LETTERING	\$0.00
20093935	06/30/18	420	SMARTBOARD	\$0.00
20093936	06/30/18	420	SMARTBOARD PROJECTOR	\$0.00
20094591	06/30/18	420	SMARTBOARD	\$0.00
20134928	06/30/18	420	COMPUTER, LAPTOP	\$0.00
9920160658	06/30/18	420	GRP. MISC FURNITURE	\$0.00
20171436	06/30/18	423	PROJECTOR, MULTIMEDIA	\$756.60
20092132	06/30/18	4B	SMARTBOARD	\$0.00
20094143	06/30/18	5	COMPUTER, DESKTOP	\$0.00
20094678	06/30/18	5	COMPUTER, DESKTOP	\$0.00
90005840	06/30/18	5	COMPUTER, DESKTOP	\$0.00
90005841	06/30/18	5	COMPUTER, DESKTOP	\$0.00
90005842	06/30/18	5	COMPUTER, DESKTOP	\$0.00
90005843	06/30/18	5	COMPUTER, DESKTOP	\$0.00
90005844	06/30/18	5	COMPUTER, DESKTOP	\$0.00
90005846	06/30/18	5	COMPUTER, DESKTOP	\$0.00
90005847	06/30/18	5	COMPUTER, DESKTOP	\$0.00
90005848	06/30/18	5	COMPUTER, DESKTOP	\$0.00
90005849	06/30/18	5	COMPUTER, DESKTOP	\$0.00
90005850	06/30/18	5	COMPUTER, DESKTOP	\$0.00
9920160634	06/30/18	5	GRP. MISC FURNITURE	\$0.00
20091904	06/30/18	6	DELL OPTIPLEX 790 MINI TOWER	\$0.00
9920160635	06/30/18	6	GRP. MISC FURNITURE	\$0.00
20080956	06/30/18	7	DISHWASHER	\$0.00
20080957	06/30/18	7	WASHER, CLOTHES	\$0.00
20110872	06/30/18	7	CABINET, FLAMMABLE STORAGE	\$474.19
20110875	06/30/18	7	COMMERCIAL HAIR DRYER	\$324.10
20110876	06/30/18	7	COMMERCIAL HAIR DRYER	\$324.10
20110877	06/30/18	7	COMMERCIAL HAIR DRYER	\$324.10
20110878	06/30/18	7	COMMERCIAL HAIR DRYER	\$324.10
20150528	06/30/18	7	COMPUTER, DESKTOP	\$0.00
20161147	06/30/18	7	COMMERCIAL HAIR DRYER	\$0.00
20180116	06/30/18	7	BOWL, PORCELAIN SHAMPOO	\$868.02
20180117	06/30/18	7	BOWL, PORCELAIN SHAMPOO	\$868.02
20180118	06/30/18	7	BOWL, PORCELAIN SHAMPOO	\$868.02

Asset #	Fiscal Year End	Room Code	Asset Description	Book Value
20180119	06/30/18	7	BOWL, PORCELAIN SHAMPOO	\$868.02
20180120	06/30/18	7	BOWL, PORCELAIN SHAMPOO	\$868.02
20080072	06/30/18	8	DESK, TEACHER	\$79.53
9920160636	06/30/18	8	GRP. MISC FURNITURE	\$0.00
20093586	06/30/18	9	SMARTBOARD	\$0.00
20093835	06/30/18	9	SMARTBOARD PROJECTOR	\$0.00
20094522	06/30/18	9	COMPUTER, DESKTOP	\$0.00
20171591	06/30/18	AUTO SHOP	CHANGER, TIRE	\$9,420.36
20180065	06/30/18	AUTO SHOP	GRINDER, PEDESTAL	\$488.74
20180066	06/30/18	AUTO SHOP	GRINDER, PEDESTAL	\$488.74
20180067	06/30/18	AUTO SHOP	GRINDER, PEDESTAL	\$488.74
20130002	06/30/18	AUTOSHOP	5 GAS ANALYZER	\$1,514.03
9920170105	06/30/18	CAREER CENTER	DIAGNOSTIC SOFTWARE	\$4,020.56
9920170106	06/30/18	CAREER CENTER	EUROPEAN SOFTWARE KIT	\$540.23
20170068	06/30/18	GARAGE	BATTERY DIAGNOSTIC STATION	\$4,874.86
9920160025	06/30/18	GC TECH	PLANETRY MIXER	\$4,081.70
20150388	06/30/18	GC TECH AUTO	GM SPECIALIZED ELECTRONIC TRAINER	\$1,477.78
20161153	06/30/18	NURSE	AED	\$0.00
20170077	06/30/18	NURSE	VITAL SIGN MONITOR	\$1,860.04
9920160632	06/30/18	NURSE	GRP. MISC FURNITURE	\$0.00
20110893	06/30/18	NURSE OFFICE	DEFIBRILLATOR	\$382.21
				\$143,036.53

APPENDIX D

- I. Notwithstanding any terms, conditions or provisions, in any other writing between the parties, the TENANT hereby agrees to effectuate the naming of the Levittown Union Free School District as an unrestricted additional insured on the TENANT's insurance policies, with the exception of workers' compensation.
- II. The policy naming the Levittown Union Free School District as an additional insured shall:
 - Be an insurance policy from an A.M. Best rated "secured," New York State admitted insurer.
 - State that the organization's coverage shall be primary coverage for the Levittown Union Free School District, its Board, employees and volunteers.
 - The Levittown Union Free School District shall be listed as an additional insured by using endorsement CG 2026 or equivalent. The certificate must state that this endorsement is being used. If another endorsement is used, a copy shall be included with the certificate of insurance.
 - The Levittown Union Free School District has a right to review the TENANT's insurance policies, upon request.
- III. The TENANT agrees to indemnify the Levittown Union Free School District for any applicable deductibles.
- IV. The insurance producer must indicate whether or not they are an agent for the companies providing the coverage.
- V. Required Insurance:
 - **Worker's Compensation and Disability Insurance: Statutory Limits**
 - **Commercial General Liability Insurance**
\$1,000,000 per occurrence/ \$2,000,000 general and products/completed operations aggregates; \$10,000 medical expense and \$1,000,000 fire damage legal liability. The general aggregate shall apply on a per location basis.
 - **Umbrella/Excess Insurance**
\$4,000,000 each occurrence and aggregate.
 - **Property Insurance**
Coverage shall be provided for TENANT's personal property, improvements and betterments and extra expenses at the leased facilities, with LANDLORD named as a loss payee.
- VI. TENANT acknowledges that failure to obtain such insurance on behalf of the Levittown Union Free School District constitutes a material breach of contract and subjects it to liability for damages, indemnification and all other legal remedies available to the Levittown Union Free School District. TENANT is to provide the Levittown Union Free School District with a certificate of insurance evidencing the above requirements have been met, prior to the use of facilities. In addition, TENANT agrees to waive any rights of recovery against the Levittown Union Free School District.

Michael E. Nawrocki
Ernest Patrick Smith



Lauren M. Agunzo
John K. Hoffman
Darin V. Iacobelli
David M. Tellier

July 2, 2019

VIA EMAIL

Mr. Christopher Dillon
Assistant Superintendent for Business & Finance
Levittown Union Free School District
150 Abbey Lane
Levittown, NY 11756

Re: Claims Audit Report for June 2019

Dear Mr. Dillon:

Enclosed please find a copy of our Claims Audit Report for June 2019. Please distribute a copy to Administration and distribute a copy to each of the Board members of the Levittown Union Free School District.

Thank you for your assistance in this matter.

Sincerely yours,

Lauren M. Agunzo

Lauren M. Agunzo, CPA

Enclosure

Attachment: June 2019 Claims Report (3553 : Claims Auditor Report)



July 2, 2019

VIA EMAIL

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

***Re: Claims Audit Report for the Month of
June 1, 2019 through June 30, 2019***

Board of Education:

We have completed our claims auditing services to the Levittown Union Free School District covering the time period of June 1, 2019 through June 30, 2019. The services we performed, as outlined within our proposal, include reviewing all claims against the District. The purpose of this report is to update the Board of Education on work performed to date, our findings, and recommendations.

For ease of reference we have categorized the remainder of this report as follow:

Claims Audit Services

Exhibits

CLAIMS AUDIT SERVICES

The claims audit services performed on each claim against the District consisted of:

1. Verification of the accuracy of invoices and claim forms.
2. Ensuring proper approval of all purchases; checking that purchases constitute legal expenses of the school district.
3. Determining that purchase orders have been issued in accordance with Board of Education policy, and applicable state law.

Attachment: June 2019 Claims Report (3553 : Claims Auditor Report)



*Board of Education
Levittown Union Free School District
July 2, 2019
Page 2*

***Re: Claims Audit Report for the Month of
June 1, 2019 through June 30, 2019***

4. Comparison of invoices or claims with previously approved contracts.
5. Reviewing price extensions, claiming of applicable discounts, inclusion of shipping and freight charges.
6. Approving all charges that are presented for payment which are supported with documentary evidence indicating compliance with all pertinent laws, policies and regulations.

Over the time period of June 1, 2019 through June 30, 2019 we have audited **1165** claims against the District in the amount of **\$38,573,340.25**. (See attached Exhibit I) We made inquiries and/or observations into **11** claims in the amount of **\$13,354.53**. It should be noted that currently, there are no outstanding inquiry in regard to the audit of claims made against the District for the period of July 1, 2018 through June 30, 2019. We have summarized the inquiries and/or observations as well as the resolutions within Exhibit II.

Please note that for comparative purposes, we have attached Exhibit II – “Summary of Inquiries/Resolutions” for each of the prior months.

.....

We trust that the foregoing comments are clear. If you have any questions or you would like to discuss this matter further, please contact me at 631-756-9500.

Very truly yours,

Nawrocki Smith LLP

Attachment: June 2019 Claims Report (3553 : Claims Auditor Report)

Claims Audit By Fund**Levittown Union Free School District****Exhibit I****Legend:**

A - General	HEX - Capital
C - Cafeteria	T - Trust & Agency
F - Federal	TE- Expendable Trust
H - Capital	
HE - Capital	

Jun-19

Warrant Date	Audit Date	Warrant #	Fund	# of Checks	\$ Value of Checks	# of Inquiries	\$ Value of Inquiries	# of Resolved Inquiries	# of Outstanding Inquiries	Check Sequence
06/11/19	06/14/19	74	A	658	750,156.40	-	-	-	-	159930-160587
06/13/19	06/14/19	75	A	245	2,596,539.90	8	10,097.25	8	-	Voids, 160588-160822
06/12/19	06/14/19	76	A	3	6,068,390.06	-	-	-	-	300553-300555
06/13/19	06/14/19	23	C	5	1,191.99	-	-	-	-	5004-5007, 800023
06/13/19	06/14/19	25	F	10	50,484.62	-	-	-	-	15396-15405
06/13/19	06/14/19	23	HEX	3	81,571.98	-	-	-	-	1413-1415
06/13/19	06/14/19	23	T	17	2,722,053.82	-	-	-	-	55-58, Void, 10856-10866, 40094
06/13/19	06/14/19	23	TE	12	10,200.00	-	-	-	-	1659-1670
TOTAL				953	\$ 12,280,588.77	8	\$ 10,097.25	8	\$ -	

Warrant Date	Audit Date	Warrant #	Fund	# of Checks	\$ Value of Checks	# of Inquiries	\$ Value of Inquiries	# of Resolved Inquiries	# of Outstanding Inquiries	Check Sequence
06/27/19	06/28/19	78	A	6	17,149,278.27	-	-	-	-	300556-300561
06/27/19	06/28/19	79	A	147	1,740,965.70	3	3,257.28	3	-	Void, 160823-160968
06/27/19	06/28/19	24	C	4	288,381.78	-	-	-	-	5008-5011
06/27/19	06/28/19	26	F	15	108,292.89	-	-	-	-	15406-15420
06/27/19	06/28/19	24	HEX	6	221,356.57	-	-	-	-	1416-1421
06/27/19	06/28/19	24	T	29	6,779,976.27	-	-	-	-	59-67, 10867-10885, 400095
06/27/19	06/28/19	24	TE	5	4,500.00	-	-	-	-	1671-1675
TOTAL				212	\$ 26,292,751.48	3	\$ 3,257.28	3	\$ -	

GRAND TOTAL				1165	\$ 38,573,340.25	11	\$ 13,354.53	11	\$ -	
--------------------	--	--	--	-------------	-------------------------	-----------	---------------------	-----------	-------------	--

Attachment: June 2019 Claims Report (3553 : Claims Auditor Report)

Levittown Union Free School District
Claims Audit - Analysis by Number of Inquiries & Dollar Value
Summary of Inquiries / Resolutions and Percentage of Total Claims & Dollar Value of Claims
Exhibit II
2018 / 2019 YTD

Reason For Inquiry	Resolution	Jul-18	Aug-18	Sep-18	Oct-18	Nov-18	Dec-18
Duplicate payment	Check voided	- 0.00%	- 0.00%	- 0.00%	- 0.00%	- 0.00%	- 0.00%
Incorrect check amount	Adjust next invoice	- 0.00%	1 0.27%	- 0.00%	1 0.14%	1 0.18%	3 0.2%
Incorrect check amount	Check voided	1 0.22%	- 0.00%	2 0.39%	1 0.14%	- 0.00%	- 0.00%
Incorrect remittance address	Address verified	3 0.67%	5 1.37%	1 0.19%	5 0.70%	5 0.90%	2 0.1%
Incorrect vendor name	Check voided	- 0.00%	- 0.00%	- 0.00%	- 0.00%	- 0.00%	- 0.00%
Insufficient supporting documentation	Check on hold	- 0.00%	- 0.00%	- 0.00%	- 0.00%	- 0.00%	- 0.00%
Insufficient supporting documentation	Documentation provided	1 0.22%	- 0.00%	- 0.00%	- 0.00%	- 0.00%	1 0.0%
Insufficient supporting documentation	Check voided	- 0.00%	- 0.00%	1 0.19%	- 0.00%	- 0.00%	- 0.00%
Invoice date precedes purchase order date	Noted by Business Office	4 0.90%	2 0.55%	7 1.35%	8 1.12%	7 1.26%	10 0.9%
Invoice over 90 days outstanding	Verified not a duplicate payment	2 0.45%	- 0.00%	- 0.00%	1 0.14%	- 0.00%	4 0.3%
Missing receiving or approval signature	n/a	- 0.00%	- 0.00%	- 0.00%	- 0.00%	- 0.00%	- 0.00%
Not an original invoice or receipt	Copy or fax accepted	- 0.00%	1 0.27%	2 0.39%	3 0.42%	2 0.36%	2 0.1%
Paid late fees	Noted by Business Office	- 0.00%	- 0.00%	- 0.00%	- 0.00%	- 0.00%	- 0.00%
Paid sales tax	Check voided	- 0.00%	- 0.00%	- 0.00%	- 0.00%	- 0.00%	- 0.00%
Paid sales tax	Adjust next invoice	- 0.00%	- 0.00%	- 0.00%	- 0.00%	- 0.00%	- 0.00%
Paid sales tax	Noted by Business Office	- 0.00%	- 0.00%	- 0.00%	- 0.00%	- 0.00%	- 0.00%
Receipts not itemized	Noted by Business Office	- 0.00%	- 0.00%	- 0.00%	- 0.00%	- 0.00%	- 0.00%
Total Number (#) of Inquiries		11 2.47%	9 2.47%	13 2.50%	19 2.66%	15 2.69%	22 2.0%
Total Claims Audited		445 100.00%	365 100.00%	519 100.00%	715 100.00%	557 100.00%	1,101 100.0%
Total Outstanding Inquiries		None	None	None	None	None	None

Reason For Inquiry	Resolution	Jul-18	Aug-18	Sep-18	Oct-18	Nov-18	Dec-18
Duplicate payment	Check voided	- 0.00%	- 0.00%	- 0.00%	- 0.00%	- 0.00%	- 0.00%
Incorrect check amount	Adjust next invoice	- 0.00%	3,034.76 0.04%	- 0.00%	6,246.00 0.03%	585.04 0.00%	1,683.00 0.0%
Incorrect check amount	Check voided	8,025.00 0.05%	- 0.00%	4,523.75 0.02%	925.00 0.00%	- 0.00%	- 0.00%
Incorrect remittance address	Address verified	5,611.12 0.04%	17,977.29 0.22%	130.00 0.00%	9,085.74 0.04%	28,069.59 0.14%	744.00 0.00%
Incorrect vendor name	Check voided	- 0.00%	- 0.00%	- 0.00%	- 0.00%	- 0.00%	- 0.00%
Insufficient supporting documentation	Check on hold	- 0.00%	- 0.00%	- 0.00%	- 0.00%	- 0.00%	- 0.00%
Insufficient supporting documentation	Documentation provided	4,595.17 0.03%	- 0.00%	- 0.00%	- 0.00%	- 0.00%	180.00 0.00%
Insufficient supporting documentation	Check voided	- 0.00%	- 0.00%	68.33 0.00%	- 0.00%	- 0.00%	- 0.00%
Invoice date precedes purchase order date	Noted by Business Office	2,825.25 0.02%	1,605.00 0.02%	5,570.42 0.02%	3,562.77 0.02%	1,181.00 0.01%	18,159.20 0.0%
Invoice over 90 days outstanding	Verified not a duplicate payment	799.81 0.01%	- 0.00%	- 0.00%	3,019.00 0.01%	- 0.00%	67,948.53 0.3%
Missing receiving or approval signature	n/a	- 0.00%	- 0.00%	- 0.00%	- 0.00%	- 0.00%	- 0.00%
Not an original invoice or receipt	Copy or fax accepted	- 0.00%	533.50 0.01%	1,018.05 0.00%	741.41 0.00%	332.80 0.00%	117.47 0.00%
Paid late fees	Noted by Business Office	- 0.00%	- 0.00%	- 0.00%	- 0.00%	- 0.00%	- 0.00%
Paid sales tax	Check voided	- 0.00%	- 0.00%	- 0.00%	- 0.00%	- 0.00%	- 0.00%
Paid sales tax	Adjust next invoice	- 0.00%	- 0.00%	- 0.00%	- 0.00%	- 0.00%	- 0.00%
Paid sales tax	Noted by Business Office	- 0.00%	- 0.00%	- 0.00%	- 0.00%	- 0.00%	- 0.00%
Receipts not itemized	Noted by Business Office	- 0.00%	- 0.00%	- 0.00%	- 0.00%	- 0.00%	- 0.00%
Total Value (\$) of Inquiries		\$ 21,856.35 0.14%	\$ 23,150.55 0.29%	\$ 11,310.55 0.05%	\$ 23,579.92 0.11%	\$ 30,168.43 0.15%	\$ 88,832.20 0.4%
Total Claims Audited		\$ 15,607,665.24 100.00%	\$ 8,058,910.80 100.00%	\$ 24,930,203.24 100.00%	\$ 22,389,629.64 100.00%	\$ 20,730,803.92 100.00%	\$ 20,327,412.11 100.00%
Total Outstanding Inquiries		None	None	None	None	None	None

Attachment: June 2019 Claims Report (3553 : Claims Auditor Report)

Levittown Union Free School District
 Claims Audit - Analysis by Number of Inquiries & Dollar Value
 Summary of Inquiries / Resolutions and Percentage of Total Claims & Dollar Value of Claims
 Exhibit II
 2018 / 2019 YTD

Reason For Inquiry	Resolution	Jan-19	Feb-19	Mar-19	Apr-19	May-19	Jun-19
Duplicate payment	Check voided	- 0.00%	- 0.00%	- 0.00%	- 0.00%	- 0.00%	- 0.00%
Incorrect check amount	Adjust next invoice	3 0.54%	- 0.00%	- 0.00%	1 0.20%	- 0.00%	- 0.00%
Incorrect check amount	Check voided	- 0.00%	- 0.00%	- 0.00%	- 0.00%	1 0.18%	- 0.00%
Incorrect remittance address	Address verified	5 0.90%	2 0.48%	9 1.43%	4 0.81%	7 1.28%	2 0.17%
Incorrect vendor name	Check voided	- 0.00%	- 0.00%	- 0.00%	- 0.00%	- 0.00%	- 0.00%
Insufficient supporting documentation	Check on hold	- 0.00%	1 0.24%	- 0.00%	- 0.00%	1 0.18%	- 0.00%
Insufficient supporting documentation	Documentation provided	- 0.00%	- 0.00%	1 0.16%	- 0.00%	- 0.00%	- 0.00%
Insufficient supporting documentation	Check voided	- 0.00%	- 0.00%	- 0.00%	- 0.00%	- 0.00%	- 0.00%
Invoice date precedes purchase order date	Noted by Business Office	3 0.54%	3 0.71%	7 1.11%	9 1.83%	8 1.46%	5 0.43%
Invoice over 90 days outstanding	Verified not a duplicate payment	5 0.90%	1 0.24%	3 0.48%	2 0.41%	12 2.19%	2 0.17%
Missing receiving or approval signature	n/a	- 0.00%	- 0.00%	- 0.00%	- 0.00%	- 0.00%	- 0.00%
Not an original invoice or receipt	Copy or fax accepted	- 0.00%	- 0.00%	2 0.32%	2 0.41%	2 0.37%	1 0.05%
Paid late fees	Noted by Business Office	- 0.00%	- 0.00%	- 0.00%	- 0.00%	- 0.00%	- 0.00%
Paid sales tax	Check voided	- 0.00%	- 0.00%	- 0.00%	- 0.00%	- 0.00%	- 0.00%
Paid sales tax	Adjust next invoice	- 0.00%	- 0.00%	- 0.00%	- 0.00%	- 0.00%	- 0.00%
Paid sales tax	Noted by Business Office	- 0.00%	- 0.00%	- 0.00%	- 0.00%	- 0.00%	- 0.00%
Receipts not itemized	Noted by Business Office	- 0.00%	- 0.00%	- 0.00%	- 0.00%	1 0.18%	1 0.05%
Total Number (#) of Inquiries		16 2.87%	7 1.67%	22 3.49%	18 3.67%	32 5.85%	11 0.9%

Total Claims Audited	557 100.00%	420 100.00%	630 100.00%	491 100.00%	547 100.00%	1,165 100.00%
Total Outstanding Inquiries	None	None	None	None	1	None

Reason For Inquiry	Resolution	Jan-19	Feb-19	Mar-19	Apr-19	May-19	Jun-19
Duplicate payment	Check voided	- 0.00%	- 0.00%	- 0.00%	- 0.00%	- 0.00%	- 0.00%
Incorrect check amount	Adjust next invoice	918.85 0.00%	- 0.00%	- 0.00%	92.30 0.00%	- 0.00%	- 0.00%
Incorrect check amount	Check voided	- 0.00%	- 0.00%	- 0.00%	- 0.00%	10,813.83 0.05%	- 0.00%
Incorrect remittance address	Address verified	5,130.60 0.02%	1,267.76 0.01%	36,614.45 0.15%	6,087.10 0.03%	21,879.95 0.10%	5,000.00 0.01%
Incorrect vendor name	Check voided	- 0.00%	- 0.00%	- 0.00%	- 0.00%	- 0.00%	- 0.00%
Insufficient supporting documentation	Check on hold	- 0.00%	480.00 0.00%	- 0.00%	- 0.00%	119.96 0.00%	- 0.00%
Insufficient supporting documentation	Documentation provided	- 0.00%	- 0.00%	146.25 0.00%	- 0.00%	- 0.00%	- 0.00%
Insufficient supporting documentation	Check voided	- 0.00%	- 0.00%	- 0.00%	- 0.00%	- 0.00%	- 0.00%
Invoice date precedes purchase order date	Noted by Business Office	550.00 0.00%	3,358.80 0.02%	635.72 0.00%	31,039.88 0.16%	7,304.60 0.03%	7,712.58 0.02%
Invoice over 90 days outstanding	Verified not a duplicate payment	2,483.10 0.01%	1,347.46 0.01%	2,306.15 0.01%	101.99 0.00%	244,029.23 1.11%	334.67 0.00%
Missing receiving or approval signature	n/a	- 0.00%	- 0.00%	- 0.00%	- 0.00%	- 0.00%	- 0.00%
Not an original invoice or receipt	Copy or fax accepted	- 0.00%	- 0.00%	852.43 0.00%	147.07 0.00%	713.10 0.00%	157.28 0.00%
Paid late fees	Noted by Business Office	- 0.00%	- 0.00%	- 0.00%	- 0.00%	- 0.00%	- 0.00%
Paid sales tax	Check voided	- 0.00%	- 0.00%	- 0.00%	- 0.00%	- 0.00%	- 0.00%
Paid sales tax	Adjust next invoice	- 0.00%	- 0.00%	- 0.00%	- 0.00%	- 0.00%	- 0.00%
Paid sales tax	Noted by Business Office	- 0.00%	- 0.00%	- 0.00%	- 0.00%	- 0.00%	- 0.00%
Receipts not itemized	Noted by Business Office	- 0.00%	- 0.00%	- 0.00%	- 0.00%	25.82 0.00%	150.00 0.00%
Total Value (\$) of Inquiries		\$ 9,082.55 0.04%	\$ 6,454.02 0.03%	\$ 40,555.00 0.16%	\$ 37,468.34 0.19%	\$ 284,886.49 1.30%	\$ 13,354.53 0.05%
Total Claims Audited		\$ 24,868,081.88 100.00%	\$ 20,155,159.29 100.00%	\$ 24,836,707.78 100.00%	\$ 19,605,206.07 100.00%	\$ 21,989,631.74 100.00%	\$ 38,573,340.25 100.00%
Total Outstanding Inquiries		None	None	None	None	\$ 119.96	None

Attachment: June 2019 Claims Report (3553 : Claims Auditor Report)

Levittown Union Free School District

Business Office

2.3.a

REQUEST FOR BUDGET TRANSFER

To: Board of Education
 From: Dr. Christopher Dillon, Assistant Superintendent for Business
 Cc: Dr. Tonie McDonald, Superintendent
 Date: July 10, 2019
 Subject: Budget Transfers for the End-of-Year adjustments 2018-2019 school year

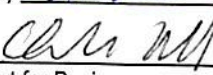
Please authorize the following transfers for the July 17, 2019 Board of Education Meeting:

<u>Code</u>	<u>Code Description</u>	<u>Amount From</u>	<u>Amount To</u>
A5510.1600	Transportation Bus Drivers	\$11,071.38	
A1310.1600	BO Staff Salaries		\$11,071.38
A2110.1205	Teach Asst/Classroom K-6	\$18,773.52	
A2110.1209	Extra Periods Pay/Elem		\$18,773.52
A2110.1300	Teachers' Salaries 7-12	\$185,264.40	
A2110.1400	Substitute Teachers		\$185,264.40
A2270.1300	AIS Reading teachers 7-12	\$33,562.21	
A2270.1200	AIS Reading teachers K-6		\$33,562.21
A5510.1680	Transportation Bus Drivers' Overtime	\$41,251.00	
A5510.4000	Transportation Contractual Exp		\$41,251.00
A5510.1600	Transportation Bus Drivers	\$200,000.00	
A5540.4000	Transportation Contracted Buses		\$200,000.00
A2250.1610	Special Ed Teacher Aides	\$31,140.62	
A7140.1600	After School Program Teacher Aides		\$31,140.62
A2250.1610	Special Ed Teacher Aides	\$23,379.61	
A7145.1610	Before School Program Teacher Aides		\$23,379.61

Reason: Year-End adjustment 2018-19 – To adjust budget to actual expenditures.

Requested by (print): Linda Dolecek

Requestor by (signature): 

REVIEWED BY: 
 Assistant Superintendent for Business

July 10, 2019

Date 7/10/19
 Date

REVIEWED BY: _____
 Superintendent

_____ Date

REVIEWED BY: _____
 Board of Education (President)

_____ Date

FOR BUSINESS OFFICE USE ONLY

COMPLETED BY: _____ BT#: _____ DATE RETURNED: _____



LEVITTOWN PUBLIC SCHOOLS

Bonnie Pampinella
Purchasing Agent
150 Abbey Lane
Levittown, NY 11756



2.5.a

Memorandum

TO: Dr Christopher Dillon, Assistant Superintendent for Business and Finance
FROM: Bonnie Pampinella, Purchasing Agent
DATE: July 11, 2019
SUBJECT: RFP #LPS-19-003 Athletic Trainer Services

1. Newspaper Advertisements & Date:
Levittown Tribune – May 22, 2019
Seaford Herald – May 23, 2019
Wantagh Herald – May 23, 2019
2. Closing Date:
June 12, 2019 @ 10:00 AM
3. Proposals Reviewed by:
Keith Snyder – Director of Phys Ed & Athletics
Dr. Chris Dillon – Assistant Superintendent for
Business & Finance
Bonnie Pampinella – Purchasing Agent
Lori Gunn – Purchasing Account Clerk
Kim Volpe – Typist Clerk
4. Invitations:
Invitations were sent out to a total of twenty-one (21) vendors. The request for proposals was also advertised in the aforementioned newspapers to allow for submissions from additional service providers.
5. Proposals received:
A total of two (2) proposals were received. The proposals were opened privately and were reviewed for completeness. Each proposer was interviewed by the Business Office for further clarification and insight into proposed trainers, expertise and prior experience. Vendor interview questions, tabulations and scorecards from each evaluator along with full copies of the proposals received from each proposer are available for Board of Education review in the Office of Purchasing.
6. Recommendation:
That award be made to NYU Winthrop Hospital Sports Medicine, the proposer whose proposal met all mandatory requirements and obtained the highest composite score, inclusive of both cost and technical components.

Attachment: RFP#LPS-19-003 Athletic Trainer Services_EVAL (3569 : RFP for Athletic Trainer Services)

28020503

(SED CODE)

The State Education Department
Transportation Unit, Room 475 EBA
Albany, New York 12234

C _____
Contract Number
(SED will fill in)

Check type of Summer Program:
(Separate contract required for each)

- ☐ Special Education
☐ District-operated non-special
education
☐ BOCES-operated non-special
education

SUMMER TRANSPORTATION
CONTRACT

July 12, 2019

(Do not use for Addendums or Extensions - See Note on Reverse)

Tele ()	
DAJUANA REEVES	Email: DREEVES@LEVITTOWNSCHOOLS.COM
Contact Person	
LEVITTOWN SCHOOL DISTRICT	
School District/BOCES	
3816 HUNT ROAD	
Street or P.O. Box	
LEVITTOWN, NEW YORK 11793	
City	State Zip Code

Check if applicable:

- ☒ Special Education Pupils - Transportation required
as a related service.
() Contract will begin part way through the school
year and cost \$20,000 or less.
☒ One-month emergency contract.
() Contract for bus maintenance only.

Specifications include:

- () District will supply contractor with fuel.
☒ Provision for attendants, escorts or monitors.
☒ Clause for increasing or decreasing service.

This AGREEMENT made this 12TH day of JULY 20 19 by and between

LEVITTOWN SCHOOL DISTRICT

(Name of School District or BOCES)

, County of NASSAU, N.Y.

party of the first part and ACME BUS CORPORATION, party of the second part.
(Contractor)

WITNESSETH. That whereas party of the first part is duly empowered (by the provisions of Section 1604, 1709, 2021, 2503, 4401 and 4402 of the Education Law) to enter into a contract for the purpose of providing transportation for children of said district for the period of service to begin

AUGUST 1 2019 and to end AUGUST 31 2019.
Month Day Year Month Day Year

NOW, THEREFORE, the said party of the first part hereby agrees to pay to the said party of the second part the sum of \$ SEE ATTACHED COMPUTATION or \$ SEE ATTACHED COMPUTATION if on a per-bus, per-diem, per-mile or
(If lump sum contract) (Unit Cost)

other unit cost basis for providing such transportation on a suitable conveyance.

Total Anticipated Annual Cost \$ 1,836.00.

If awarded through a request for proposals, date of request of such proposals _____ (see note on reverse)

IN WITNESS WHEREOF, the parties have set their hands the day and year above written.

(Signature of Trustee or President of Board of Education)

(Party of the First Part)

(Post Office Address)

(Signature of Contractor)

(Party of the Second Part)

(Post Office Address)

COMPLIANCE CERTIFICATION. I certify that this contract was awarded in accordance with the competitive bidding provisions of Section 103 of the General Municipal Law, Section 305 (14) of the Education Law, and Section 156.1(b) of Commissioner of Education Regulations, or in accordance with the request for proposals provisions of Section 305(14) of the Education law and Section 156.12 of Commissioner of Education Regulations. I also certify that this contract has been authorized by the voters in accordance with Section 1709(27) of the Education Law, and has been approved by the Superintendent of Schools in accordance with Section 3625(1) of the Education Law.

Approval Date: JULY 17, 2019
(Date of Superintendent's Approval)

Filed by: _____
(Signature of Superintendent or Designee)

SUBMIT ORIGINAL TO THE STATE EDUCATION DEPARTMENT. RETAIN A COPY FOR YOUR SCHOOL DISTRICT RECORDS.

6/01

The party of the second part covenants with the party of the first part that in consideration of the payment hereinbefore stated and of the covenants and agreements set forth that said school children will be conveyed safely, that said duties and obligations in relation thereto pursuant to this contract will be faithfully performed, at all times exercising proper supervision over said children and that said party of the second part will abide by all reasonable rules and regulations and that the driver will be at least 21 years of age and duly licensed and that said driver will be currently approved by the chief school administrator. And the party of the second part further covenants and agrees that the vehicle shall come to a full stop before crossing the tracks of any railroad and before crossing any State highway and that it shall at all times comply with the rules and regulations of the Department of Transportation applying to such vehicles.

It is mutually agreed that this contract shall not become valid and binding upon either party thereto until the same shall be approved by the superintendent and the Commissioner of Education. This contract or any right, title or interest therein may not be assigned by the party of the second part without the previous consent in writing of the party of the first part. This contract shall be void and of no effect unless the party of the second part shall comply with all applicable provisions of the Workman's Compensation Law in respect to employees engaged in the performance of this contract. The party of the second part will comply with the Labor Law.

"The contractor hereby consents to an audit of any and all financial records relating to this contract by the Department of Audit and Control." "The contractor further agrees to provide to the board of education, trustee(s), or the Commissioner of Education, upon request, any information relating to this contract including financial data."

State aid will be computed on account of this contract in accordance with the total sum specified. Any expenditure in excess of this total sum will not be considered in computing State aid. For school districts eligible for transportation aid, no aid shall be allowed for a period greater than 120 days prior to the filing of the contract in accordance with Section 3625 of the State Education Law.

MINIMUM STATUTORY INSURANCE REQUIREMENTS as provided in Section 370 of New York State Vehicle and Traffic Law must be complied with.

If **COMPETITIVELY BID** date of bid opening _____

Complete **BID TABULATION** below:

1. <u>ACME BUS CORP.</u> (Name)	<u>\$1,836.00</u> (Amount of Bid)	3. <u>SUBURBAN TRANSPORTATION</u> (Name)	<u>0</u> (Amount of Bid)
2. <u>EDUCATIONAL BUS</u> (Name)	<u>0</u> (Amount of Bid)	4. <u>FIRST STUDENT</u> (Name)	<u>0</u> (Amount of Bid)
5. <u>WE TRANSPORT</u> (Name)	<u>0</u> (Amount of Bid)		

Was contract awarded to the lowest responsible bidder? ☒ Yes ☐ No If not awarded to the lowest bidder, state reasons why. Give detailed and completed reasons on a separate sheet and attach to this contract. If no bids are received, it is necessary for the district to re-advertise.

Attach Affidavits of Publication which you can secure from the newspapers. Also, attach one printed copy of each Notice to Bidder which appeared in the papers. If detailed specifications were used, kindly forward a copy.

MULTI-YEAR CONTRACT: A separate line item shall be included in the Annual Budget and Budget Brochures. Also a footnote to that line item shall indicate: "_____ year (first, second, etc.) of a _____ - year (two, three, etc.) contract, the total cost of which is \$ _____" (total cost of multi-year contract).

REQUEST FOR PROPOSALS: If contract was awarded through a request for proposals (RFP), submit evidence of the date of the request, the forms and instructions used in making the request, the contract specifications, all proposals received, the criteria used in evaluating the proposals, the weights assigned to each criterion, and the scores used to assess each category of the criteria, in accordance with the provisions of Section 156.12 of Commissioner of Education Regulations.

EXTENSIONS AND ADDENDUMS: An Extension of Contract (Form CE) must be filed for all extensions. Please notify the Department by letter of any additions to a contract after it has been filed with the Department. Such additions can only be made where authorized by the contract specifications.

QUOTE SHEET

DEPARTMENT TRANSPORTATION

DATE: 7/12/19

START DATE: 8/1/19

ITEM DESCRIPTION

MARTIN DE PORRESS, 140 BEACH 112 TH STREET, ROCKAWAY PARK, NY 11694						
VENDOR	QUANTITY	COST PER PUPIL PER DAY	COST PER MATRON PER DAY	MATRON IF NEEDED:	NUMBER OF DAYS	TOTAL PRICE
ACME BUS CORPORATION	1	\$153	\$110	N/A	13	\$1,836.00
EDUCATIONAL BUS	1	NO BID	N/A	N/A	13	\$0
FIRST STUDENT, INC.	1	NO BID	N/A	N/A	13	\$0
SUBURBAN BUS TRANSPORTATION	1	NO BID	N/A	N/A	13	\$0
WE TRANSPORT	1	NO BID	N/A	N/A	13	\$0

LEVITTOWN SCHOOLS**POLICY # 6212**

Page 1 of 2

PERSONNEL**SUBJECT: CERTIFICATION AND QUALIFICATIONS**

- a) In accordance with applicable statutes, Rules of the Board of Regents, and Regulations of the Commissioner of Education, each employee whose employment requires certification or other licensure shall inform the Superintendent of Schools immediately of any change in the status of his/her certification or licensure. The changes shall include, but not be limited to, the granting, revocation, upgrading, expiration, conversion and/or extension of these documents as to their periods of validity or their titles.
- b) The original certificates and/or licenses must be presented for examination and copying in the Office of the Superintendent of Schools as soon as they are available to the employee. The copies will be maintained in the employee's personnel file in support of the legitimate employment of each affected employee. The failure of any such employee to possess the required certification or other licensure may result in the discharge of that employee.
- c) Whether or not the District verifies an individual's certification or licensure does not waive the responsibility of the employee to maintain what is required for his/her assignment.

Qualifications of Teachers

- a) The District must ensure that all newly hired teachers in Title I programs who teach core academic subjects are highly qualified per Regulations of the Commissioner of Education. The term "core academic subjects" means English, reading or language arts, mathematics, science, foreign languages, civics and government, economics, arts, history, and geography. A "highly qualified" teacher is one who has obtained full state certification as a teacher, or has passed the state teacher licensing examination, holds a license to teach in the state and has at least a bachelor's degree, and also must show subject matter competency in the subjects they teach.
- b) The District must ensure that on or after September 2, 2009 a candidate for a teaching certificate or license as a special education teacher shall, in addition to all other certification or licensing requirements, have completed enhanced course work or training in the area of children with autism. Such enhanced training shall also be completed by each certified school administrator or supervisor assigned to serve as a special education administrator by September 2, 2009. The enhanced course work or training shall be obtained from an institution or provider approved by the department except that a school district or a Board of Cooperative Educational Services (BOCES) may provide such training as part of its professional development program.

(Continued)

Attachment: Policy 6212 Original (3552 : Approval of Board of Education Policy)

LEVITTOWN SCHOOLS**POLICY # 6212**

Page 2 of 2

PERSONNEL**SUBJECT: CERTIFICATION AND QUALIFICATIONS (Cont'd.)****Parent Notification**

In accordance with the federal No Child Left Behind Act, the District is required to provide parents, upon request, with specific information about the professional qualifications of their children's classroom teachers. The following shall be provided by the District upon such requests:

- a) If the teacher has met New York State qualifications and licensing criteria for the grade levels and subject areas he/she teaches;
- b) Whether the teacher is teaching under emergency or other provisional status through which the State qualification or licensing criteria have been waived;
- c) The teacher's college major; whether the teacher has any advanced degrees and, if so, the subject of the degrees; and
- d) If the child is provided services by any instructional aides or similar paraprofessionals and, if so, their qualifications.

All requests shall be honored in a timely manner.

20 United States Code (USC) Section 7801(23)

34 Code of Federal Regulations (CFR) Sections 200.55 and 200.56

Education Law Sections 3001, 3001-a, 3004, 3006 and 3008

8 New York Code of Rules and Regulations (NYCRR) Subparts 80-1, 80-2, 80-3, 100.2(dd) and 100.2(o)

Re-Adoption: October 10, 2012

LEVITTOWN SCHOOLS**POLICY # 6212**

Page 1 of 2

PERSONNEL**SUBJECT: CERTIFICATION AND QUALIFICATIONS**

—The following provisions will govern certification and qualifications of District personnel:

- a) Each employee ~~in an assignment that whose employment~~ requires a certification or other licensure ~~must immediately shall~~ inform the Superintendent of Schools ~~immediately~~ of any change in the status of his/her certification or licensure ~~including. The changes shall include,~~ but not ~~be~~ limited to, the ~~renewal, suspension~~ granting, revocation, ~~upgrade~~ upgrading, expiration, conversion, reissuance, annotation and/or extension of the certification or licensure and/or its ~~these documents as to their~~ periods of validity or title ~~their titles~~.
- b) ~~The District will verify~~ Online verification of an employee or applicant's employment ~~applicant's certification or licensure status online will be used in lieu of examining, copying and maintaining printed certificates or licenses for current and potential employees. For pedagogical employees, the New York State Education Department's TEACH system will be used. The District will also check the TEACH database to ensure that any permanent or professional certificates for new hires remain valid.~~
- c) It is the responsibility of the employee to ensure that he or she maintains the appropriate certification and/or licensure required for his or her assignment.

LEVITTOWN SCHOOLS**POLICY # 6212**

Page 2 of 2

PERSONNEL**SUBJECT: CERTIFICATION AND QUALIFICATIONS (Cont'd.)****Parent Notification**

—The District ~~will~~ notify parents; that they may request; information about the professional qualifications of their student's classroom teacher(s). Upon request, the ~~The~~ District will timely provide ~~in a timely manner upon request~~ the following information to parents:

- a) Whether the student's teacher has met New York State qualifications and licensing criteria for the grade levels and subject areas ~~in~~ which the teacher provides instruction;

- b) Whether the student's teacher is teaching under emergency or other provisional status through which the New York State qualification or licensing criteria have been waived;
- c) Whether the student's teacher ~~is~~ teaching in the field of ~~discipline~~ of certification of the teacher; and
- d) ~~Whether the~~ student is provided services by any instructional aides or similar paraprofessionals and, if so, their qualifications.

 In addition, the District will provide to parents timely notice that their student has been assigned or has been taught for four ~~or over~~ more consecutive weeks by a teacher who does not meet applicable New York State certification or licensure requirements at the grade level and subject area in which the teacher has been assigned.

20 United States Code (USC) Section ~~7801(23)~~6312(e)(1)(A)

~~34 Code of Federal Regulations (CFR) Sections 200.55 and 200.56~~

Education Law Sections 3001, 3001-a, 3004, 3006, ~~3006-a, and~~ 3008 and 3009

8 New York Code of Rules and Regulations (NYCRR) Subparts 80-1, 80-2, 80-3, 80-4, 80-5, 80-6, and
100.2(dd) ~~and 100.2(e)~~

Re-Adoption: October 10, 2012

Revised:

DRAFT FOR CLIENT REVIEW

DRAFT FOR CLIENT REVIEW

Attachment: Policy 6212 redlined w_ revisions by LPS Attorney (3552 : Approval of Board of Education Policy)

LEVITTOWN SCHOOLS

POLICY # 6212

Page 1 of 2

PERSONNEL

SUBJECT: CERTIFICATION AND QUALIFICATIONS

The following provisions will govern certification and qualifications of District personnel:

- a) ~~In accordance with applicable statutes, Rules of the Board of Regents, and Regulations of the Commissioner of Education, each~~ Each employee whose employment requires certification or other licensure shall inform the Superintendent of Schools immediately of any change in the status of his/her certification or licensure. The changes shall include, but not be limited to, the granting, revocation, upgrading, expiration, conversion and/or extension of these documents as to their periods of validity or their titles.
- b) ~~The original certificates and/or licenses must be presented for examination and copying in the Office of the Superintendent of Schools as soon as they are available to the employee. The copies will be maintained in the employee's personnel file in support of the legitimate employment of each affected employee. The failure of any such employee to possess the required certification or other licensure may result in the discharge of that employee.~~
- b) Online verification of an employment applicant's certification status will be used in lieu of printed certificates for current and potential employees. The District will also check the TEACH database to ensure that any permanent or professional certificates for new hires remain valid.
- e) ~~Whether or not the District verifies an individual's certification or licensure does not waive the responsibility of the employee to maintain what is required for his/her assignment.~~
- c) It is the responsibility of the employee to ensure that he or she maintains the appropriate certification and/or licensure required for his or her assignment.

Qualifications of Teachers

- a) ~~The District must ensure that all newly hired teachers in Title I programs who teach core academic subjects are highly qualified per Regulations of the Commissioner of Education. The term "core academic subjects" means English, reading or language arts, mathematics, science, foreign languages, civics and government, economics, arts, history, and geography. A "highly qualified" teacher is one who has obtained full state certification as a teacher, or has passed the state teacher licensing examination, holds a license to teach in the state and has at least a bachelor's degree, and also must show subject matter competency in the subjects they teach.~~
- b) ~~The District must ensure that on or after September 2, 2009 a candidate for a teaching certificate or license as a special education teacher shall, in addition to all other certification or licensing requirements, have completed enhanced course work or training in the area of children with autism. Such enhanced training shall also be completed by each certified school administrator or supervisor assigned to serve as a special education administrator by September 2, 2009. The enhanced course work or training shall be obtained from an institution or provider approved by the department except that a school district or a Board of Cooperative Educational Services (BOCES) may provide such training as part of its professional development program.~~

LEVITTOWN SCHOOLS**POLICY # 6212**

Page 2 of 2

PERSONNEL**SUBJECT: CERTIFICATION AND QUALIFICATIONS (Cont'd.)****Parent Notification**

~~In accordance with the federal No Child Left Behind Act, the District is required to provide~~ will notify parents, ~~upon that they may request, with specific~~ information about the professional qualifications of their ~~children's~~ student's classroom teachers. The ~~following shall be provided by the District~~ will provide in a timely manner upon ~~such~~ request the following information to parents:

- a) ~~If- Whether~~ the student's teacher has met New York State qualifications and licensing criteria for the grade levels and subject areas ~~he/she teaches; which the teacher provides instruction:~~
- b) Whether the student's teacher is teaching under emergency or other provisional status through which the New York State qualification or licensing criteria have been waived;
- c) ~~The teacher's college major; whether~~ Whether the student's teacher ~~has any advanced degrees and, if so, is teaching in the subject field of discipline of certification of~~ the teacher; and
- d) ~~If- Whether~~ the ~~child- student~~ is provided services by any instructional aides or similar paraprofessionals and, if so, their qualifications.

In addition, the District will provide to parents timely notice that their student has been assigned or has been taught for four or more consecutive weeks by a teacher who does not meet applicable New York State certification or licensure requirements at the grade level and subject area in which the teacher has been assigned.

~~All requests shall be honored in a timely manner.~~

20 United States Code (USC) Section 7801(23)

34 Code of Federal Regulations (CFR) Sections 200.55 and 200.56

Education Law Sections 3001, 3001-a, 3004, 3006 and 3008

8 New York Code of Rules and Regulations (NYCRR) Subparts 80-1, 80-2, 80-3, 100.2(dd) and 100.2(o)

Re-Adoption: October 10, 2012

Revised:

LEVITTOWN SCHOOLS**POLICY # 6212**

Page 1

PERSONNEL**SUBJECT: CERTIFICATION AND QUALIFICATIONS****The following provisions will govern certification and qualifications of District personnel:**

- a) Each employee in an assignment that requires a certification or other licensure must immediately inform the Superintendent of Schools of any change in the status of his/her certification or licensure including,, but not limited to, the renewal, suspension, revocation, upgrade, expiration, conversion, reissuance, annotation and/or extension of the certification or licensure and/or its periods of validity or title.
- b) The District will verify an employee or applicant's certification or licensure status online in lieu of examining, copying and maintaining printed certificates or licenses. For pedagogical employees, the New York State Education Department's TEACH system will be used. .
- c) It is the responsibility of the employee to ensure that he or she maintains the appropriate certification and/or licensure required for his or her assignment.

Parent Notification

The District will notify parents that they may request information about the professional qualifications of their student's classroom teacher(s). Upon request, the District will timely provide the following information to parents:

- a) Whether the student's teacher has met New York State qualifications and licensing criteria for the grade levels and subject areas in which the teacher provides instruction;
- b) Whether the student's teacher is teaching under emergency or other provisional status through which the New York State qualification or licensing criteria have been waived;
- c) Whether the student's teacher is teaching in the field of discipline of certification of the teacher; and
- d) Whether the student is provided services by any instructional aides or similar paraprofessionals and, if so, their qualifications.

In addition, the District will provide to parents timely notice that their student has been assigned or has been taught for four or more consecutive weeks by a teacher who does not meet applicable New York State certification or licensure requirements at the grade level and subject area in which the teacher has been assigned.

20 United States Code (USC) Section 6312(e)(1)(A)
 Education Law Sections 3001, 3001-a, 3004, 3006, 3006-a, 3008 and 3009
 8 New York Code of Rules and Regulations (NYCRR) Subparts 80-1, 80-2, 80-3, 80-4, 80-5, 80-6, and 100.2(dd)

Re-Adoption: October 10, 2012
 Revised:

[illegible]

[illegible]

[illegible]

Appointments, Certified Personnel									
Board Meeting Date: July 17, 2019									
	<u>Leave Replacement Teachers:</u>								
1.	Justine Lebedz	Foreign Language	Initial	1	Masters	\$72.435	Salk M. S.	9/1/19 - TBD	Miller
	<u>Probationary teachers:</u>								
2.	Christopher Rispoli	Music	Initial	1	Masters	*\$72.435	Northside	9/1/19 - 9/1/23	Castillo
	*Mr. Rispoli, appointed at the 7/2/19 BOE meeting, is now being granted credit for receiving his Masters degree,								
3.	Emily Levine	Speech	Initial	2	MA + 30	\$80,088	East Broadway .6/ Salk .4	9/1/2019	Enrollment
4.	Carolyn Tully	American Sign Language	Professional	3	Masters	\$78,411	Division .4/ MacArthur .6	9/1/2019	Enrollment
	<u>Part-time teachers:</u>								
5.	Susan Ballantyne	Elementary	Initial	2	Masters	\$74,917 x .4 = \$29,966	Salk M. S.	9/1/2019	Yearly appointment
6.	Jacqueline Parsekian	Art	Initial	3	Masters	\$78,411 x .6 = \$47,046	MacArthur	9/1/2019	Yearly appointment
7.	Melanie Kramer	Foreign Language	Initial	2	Masters	*\$74,917 x .6 = \$44,950	Wisdom .4/ Division .2	9/1/2019	Yearly appointment
	*adjusted step								
In order to be eligible for tenure, an individual receiving a probationary appointment as a classroom teacher or building principal must receive annual composite or overall APPR ratings of "Highly Effective" or "Effective" in at least three of the four preceding years, and if the individual receives a rating of "Ineffective" in the final year of the probationary period, he or she will not be eligible for tenure at this times.									
									1003

DATE APPROVED: _____ DISTRICT CLERK: _____

Designation, Consultants							
Board Meeting Date: July 17, 2019							
	NAME	TOPIC/SCHOOL	EFFECTIVE DATE			SALARY	CODE
1.	Jennifer Malin	Choreographer for Fall Musical MacArthur H. S.	Sept. - Nov. 2019			\$918.09	A21104490
2.	Stephanie Perdikos	Marching Band-Color Guard Tech Division Ave. H. S.	July 22 - Oct. 28, 2019			\$1,000.00	A28504000M
3.	Michael Coppola	Marching Band - Visual Staff Division Ave. H. S.	Aug. 17 - Oct. 28, 2019			\$2,400.00	A28504000M
4.	Jill Castillo	Summer Instrumental Music Instructor MacArthur / Abbey	July 8 - August 15, 2019			\$55/01/hr.	A21104490
5.	Katherine Chaffer	Zumba Adult Ed	Fall 2019 10/7 - 12/16, 2019			\$378.72 9 weeks	A2335.4000
6.	Lori Dietrich Bethpage Florist	Floral Design Adult Ed	Fall 2019 10/2 - 10/16, 2019			\$126.24 2 weeks	A2335.4000
7.	Jan Esposito	College Scholarship & Grants Adult Ed	Fall 2019 12/4/2019			\$84.16 1 week	A2335.4000
8.	Rose Faber	Pound Adult Ed	Fall 2019 10/14 - 11/11, 2019			\$284.04 9 weeks	A2335.4000
						1004	
DATE APPROVED:		DISTRICT CLERK:					

Designation, Consultants July 17, 2019							
9.	Rose Faber	Zumba Gold	Fall 2019			\$294.56	A2335.4000
		Adult Ed	10/15 - 12/3, 2019			7 weeks	
10.	Rose Faber	Zumba	Fall 2019			\$420.80	A2335.4000
		Adult Ed	10/2 - 12/18, 2019			10 weeks	
11.	Joseph Fallarino	It's Not What You Say -	Fall 2019			\$84.16	A2335.4000
		It's How You Say It	10/28/19			1 week	
		Adult Ed					
12.	Joseph Fallarino	How to Excel in Interviews	Fall 2019			\$84.16	A2335.4000
		Adult Ed	10/21/19			1 week	
13.	Juliet Feeley	Mah Jong for Anyone	Fall 2019			\$504.96	A2335.4000
		Adult Ed	10/23 - 12/4, 2019			6 weeks	
14.	Francine Gatto	Abs 101	Fall 2019			\$336.64	A2335.4000
		Adult Ed	10/2 - 12/4, 2019			8 weeks	
15.	Stephen Karejwa	Heartsaver Adult/Child	Fall 2019			\$84.16	A2335.4000
		CPR/AED, Adult Ed	10/7/19			1 week	
		2 year certification					
16.	Stephen Karejwa	Heartsaver Child/Infant	Fall 2019			\$84.16	A2335.4000
		CPR/AED, Adult Ed	10/21/19			1 week	
		2 year certification					
17.	LaSalle Driving School	Defensive Driving	Fall 2019			\$1,400.00	A2335.4000
		Adult Ed	10/2 - 10/16, 2019			2 weeks	
18.	Rose Martelli	Vinyasa Flow Yoga	Fall 2019			\$568.08	A2335.4000
		Adult Ed	10/15 - 12/17, 2019			9 weeks	
DATE APPROVED: _____ DISTRICT CLERK: _____						1004.1	

Designation, Consultants		July 17, 2019					
19.	Lois Martin	I've Got Your Number & Signs Too!	Fall 2019 10/21/19			\$126.24 1 week	A2335.4000
		Adult Ed					
20.	Lois Miller	Easy Steps to Master Digital Photography	Fall 2019 10/15 - 11/12, 2019			\$336.64 4 weeks	A2335.4000
		Adult Ed					
21.	Betzaida Moran	Introduction to Meditation	Fall 2019 10/7 - 12/16, 2019			\$378.72 9 weeks	A2335.4000
		Adult Ed					
22.	Jeannine Pendergrass	Hoop Fitness & Dance	Fall 2019 10/15 - 12/17, 2019			\$378.72 9 weeks	A2335.4000
		Adult Ed					
23.	Merri Quinonez	Spinning	Fall 2019 10/7 - 12/16, 2019			\$378.72 9 weeks	A2335.4000
		Adult Ed					
24.	Merri Quinonez	Spinning	Fall 2019 10/15 - 12/17, 2019			\$378.72 9 weeks	A2335.4000
		Adult Ed					
25.	Merri Quinonez	Spinning	Fall 2019 10/2 - 12/18, 2019			\$420.80 10 weeks	A2335.4000
		Adult Ed					
26.	Merri Quinonez	Resistane Tool Training	Fall 2019 10/7 - 12/16, 2019			\$284.04 9 weeks	A2335.4000
		Adult Ed					
27.	Jackie Rabinoff	Hatha Yoga	Fall 2019 10/2 - 12/18, 2019			\$631.20 10 weeks	A2335.4000
		Adult Ed					
28.	Michelle Silve-Mera	Shine Dance Fitness	Fall 2019 10/2 - 12/18, 2019			\$420.80 10 weeks	A2335.4000
		Adult Ed					
DATE APPROVED: _____ DISTRICT CLERK: _____						1004.2	

[illegible]

2019 Appointments, Summer School									
Board Meeting Date: July 17, 2019									
	<u>Summer School:</u>								
1.	Joanna Sanford	Algebra I	\$5,138.88						
		(2 sessions)							
2.	Cristy Lombarski	M. S. Math	\$3,597.22						
	<u>Camp Invention:</u>								
3.	Kimberly Hnis	Teaching Assist.	\$21.39/hr.						
	<u>Additional Teacher Aides for Outside Summer Placements:</u>								
4.	Cynthia Summer	Henry Viscardi	16.41/hr.						
	In order to be eligible for tenure, an individual receiving a probationary appointment as a classroom teacher or building principal must receive annual composite or overall APPR ratings of "Highly Effective" or "Effective" in at least three of the four preceding years, and if the individual receives a rating of "Ineffective" in the final year of the probationary period, he or she will not be eligible for tenure at this time.								1005
DATE APPROVED:				DISTRICT CLERK:					

[illegible]