



# FIVE TOWNS COLLEGE

305 North Service Road  
Dix Hills, NY 11746-5871  
(631) 656-2163  
(631) 656-2191 FAX

## DUAL ENROLLMENT AGREEMENT

by and between

Brentwood Union Free School District and Five Towns College

Effective September 1, 2023 to June 30, 2026

*WHEREAS*, a dual enrollment agreement by and between Brentwood Union Free School District (hereinafter the "District") and Five Towns College (hereinafter the "College") that further enhances the education opportunities available for their students is beneficial; and

*WHEREAS*, both the District and the College seek to provide the students with the best preparation for success in their chosen vocations by, among other things, facilitating the transition to post-secondary study when appropriate, and

*WHEREAS*, both the District and the College seek to establish a dual enrollment agreement for the benefit of students, who seek to pursue a course of study leading to an appropriate degree from College (hereinafter the "Agreement"), and

*WHEREAS*, both the District and the College seek to achieve the above-stated objectives by furthering the following goals:

- To provide an opportunity for District students to enter into a fully designated career tract, beginning at the secondary school level and progressing sequentially to an appropriate degree program;
- To foster an understanding among District students about the opportunity for post-secondary study;
- To develop students who have the potential for success and are prepared to succeed, without regard to their financial ability or economic background; and
- To develop students who value learning for its own sake, who are committed to lifelong learning, and who are able to avail themselves of educational opportunities presented by technological advances.

*NOW THEREFORE*, it is agreed as follows:

This Agreement shall commence as of September 1, 2023, and shall remain in effect until June 30, 2026.

The College shall be responsible for:

- Providing of the designated course overviews to the District to ensure these courses offered at the College are taught at the high school;
- Providing scholarship funding for students who pursue post-secondary study at the College;
- Identify opportunities for Brentwood High School Students to participate in the activities of the College;
- Inviting students to tour the campus; and
- Notifying the District of any changes in the Agreement.

The District shall be responsible for:

- Planning and delivery of designated College coursework at the secondary school level;
- Providing to the College the instructor's CV and NYSED license certifications. The District agrees that all instructors selected to teach the courses under this Agreement possess academic credentials qualifying them to be considered adjunct faculty. Instructors are solely employees of the District and not of the College; and
- Planning the schedule of student assignments to include all of the coursework, assessments, and outcomes as indicated on the College's current *Course Overviews* for the designated courses.

In order for a District student to receive credits from the College, the student must:

- Be in the Junior or Senior year to receive College credit;
- Register for the course as instructed by the District coordinator and pay a fee of \$50 administration fee directly to the College;
- Successfully complete the College's curricula as detailed by this Agreement and offered by the District as indicated; and
- Achieve a grade of C (75%) or higher in designated courses.

Students who present the credentials set forth above to the College shall be eligible to receive credit as set forth in *Exhibit A*, a copy of which is annexed hereto and made a part of hereof. Credits earned by the students are generally transferrable to other colleges and universities in the event a student who has earned credits through the program does not enroll at the College. Enrollment in the Program does not imply admission to the College upon the student's graduation from high school.

The relationship between the Parties to this Agreement is that of independent contractors. The relationship of the Parties to this Agreement shall not be construed to constitute a partnership, joint venture or any other relationship, other than that of independent contractors. In addition, the

District's instructors shall not be considered to be employees or independent contractors of the College by virtue of their involvement with the Program.

This Agreement shall comply with all federal, state, and local laws including the Family Educational Rights and Privacy Act (FERPA) and New York State Education Law §2-d regarding protections for student data, and remedies for breaches of the responsibility to maintain the security and confidentiality of such data, including the completion of the Education Law §2-d incorporated herein as Exhibit B.

Both Brentwood High School and the College shall endeavor to publicize this dual enrollment Agreement internally to potential students, so that these students and their families will become aware of the opportunities available to them.

This Agreement shall be governed and construed under the laws of the State of New York and the venue for any action, claim, or dispute arising hereunder shall be in Suffolk County, New York.

Notices under this Agreement shall be deemed to have been duly served if emailed to:

Ken Carrion  
Brentwood High School  
2 Sixth Avenue  
Brentwood, NY 11717  
Kenneth.carrion@bufsd.org

Either party may terminate this Agreement immediately upon written notice to the other in the event the other party is in material breach of the Agreement.

**[SIGNATURE PAGE TO FOLLOW]**

IN WITNESS WHEREOF, the parties have executed this Agreement.

By: Carolann Miller  
Carolann Miller  
Provost, Five Towns College

June 26, 2023  
Date

By: C. Kimmel  
Catherine Kimmel  
Chair of Business Division, Five Towns College

May 9, 2023  
Date

By: Dashana Dulin  
Dr. Dashana Dulin  
Acting Principal  
Brentwood High School

5/3/2023  
Date

By: Richard Loeschner  
Mr. Richard Loeschner  
Superintendent  
Brentwood Schools  
Brentwood, NY 11717

6/14/2023  
Date

By: Eileen Felix  
Ms. Eileen Felix, BOE President  
Brentwood Schools  
Brentwood, NY 11717

6/10/23  
Date

**EXHIBIT A**

**FIVE TOWNS COLLEGE  
Proposed Dual Enrollment Components  
For Music**

The following Five Towns College courses are to be suggested for credit in a dual enrollment agreement with Brentwood High School. Final approval is contingent upon discussion and agreement with the Chair of the FTC Business Division and the faculty of Brentwood High School.

1. MUB101 Music Business Career
2. BUS241 Principles of Marketing

**EXHIBIT B**  
**EDUCATION LAW 2-d RIDER**

**DATA PRIVACY PLAN AND  
PARENTS' BILL OF RIGHTS FOR  
DATA SECURITY AND PRIVACY**

Pursuant to Section 2-d of the Education Law, agreements entered into between the District and a third-party contractor which require the disclosure of student data and/or teacher or principal data that contains personally identifiable information ("PII") to the contractor, must include a data security and privacy plan and must ensure that all contracts with third-party contractors incorporate the District's Parents' Bill of Rights for Data Security and Privacy.

As such, Five Towns College, as the alleged third-party contractor, herein agrees that the following terms shall be incorporated into this Agreement fully and that it shall comply with the requisite data security and privacy plan, incorporating same as set forth below:

1. The College's storage, use and transmission of student and teacher/principal PII shall be consistent with the District's Data Security and Privacy Policy available here: <https://www.bufsd.org/parentsguardians/parents-bill-of-rights> and consistent with its own Data Security Policies and Procedure Program here: [https://www.ftc.edu/wp-content/uploads/2023/03/DATA-SECURITY-POLICY-2.ED\\_2023.pdf](https://www.ftc.edu/wp-content/uploads/2023/03/DATA-SECURITY-POLICY-2.ED_2023.pdf)
2. College shall not sell personally identifiable information nor use or disclose it for any marketing or commercial purpose or permit another party to do so.
3. The exclusive purposes for which the student data or teacher or principal data will be used under the contract are set forth in Paragraph 1 of this Agreement and only for the term of the Agreement as set forth in Paragraph 3 therein.
4. The Agreement shall maintain the following administrative, operational, and technical safeguards and practices to protect PII, which shall align with the NIST Cybersecurity Framework, including:
  - a. PII data will be protected using encryption while in motion and at rest and in compliance with the College's Data Security Policies and Procedure Program above.
  - b. PII will be stored in a manner as to protect its security and to mitigate any potential security risks. Specifically, all student data and/or teacher or principal data will be stored and the security of this data will be ensured by the safeguards and practices followed as stated in the College's Data Security Policies and Procedure Program above.
  - c. Physical access to PII by individuals or entities described in paragraph 3 above shall be controlled as provided by the College's Data Security Policies and Procedure Program above.
5. The College shall ensure that no PII is disclosed to employees, subcontractors, or other persons or entities unless they have a legitimate educational interest and only for purposes necessary to provide services under this Agreement.
6. College shall ensure that all employees, subcontractors, or other persons or entities who have access to PII will abide by all applicable data protection and security requirements, including, but not limited to, those outlined in applicable laws and regulations (e.g., FERPA, Education Law Section 2-d). College shall provide training to any employees, subcontractors, or other persons or entities to whom it discloses PII and in compliance with its Data Security Policies and Procedure Program above.
7. College shall not disclose PII to any other party other than those set forth above without prior written parental consent or unless required by law or court order. If disclosure of PII is required by law or court

order, the College shall notify the New York State Education Department and the District no later than the time the PII is disclosed unless such notice is expressly prohibited by law or the court order.

8. Upon expiration of this Agreement, the PII will be returned to the District and/or destroyed. Specifically, the College will adhere to its Data Security Policies and Procedures Program upon expiration of this Agreement to destroy any provided PII.
9. The parent, student, eligible student, teacher, or principal may challenge the accuracy of the student data or teacher or principal data collected by the provisions stated in the District's policies.
10. The College shall take the following steps to identify breaches or unauthorized releases of PII and to notify the District upon learning of an unauthorized release of PII. These include all provisions of the College's Data Security Policies and Procedures Program above.
  - a. Provide prompt notification to the District no later than seven (7) calendar days from date of discovery of a breach or unauthorized release of PII. College shall provide notification to the District's data privacy officer by phone and by email.
  - b. College shall cooperate with the District and law enforcement to protect the integrity of the investigation of any breach or unauthorized release of PII.
  - c. Where a breach or unauthorized release is attributed to the College, the College shall pay for or promptly reimburse the District for the full cost of such notification.
11. A complete list of all student data elements collected by the State is available for public review at <http://www.p12.nysed.gov/irs/sirs/documentation/NYSEDstudentData.xlsx>, or parents may obtain a copy of this list by writing to the Office of Information & Reporting Services, New York State Education Department, Room 863 EBA, 89 Washington Avenue, Albany, NY 12234.
12. Parents have the right to file complaints with the District about possible privacy breaches of student data by the District's third-party contractors or their employees, officers, or assignees, or with NYSED. Complaints to NYSED should be directed in writing to the Chief Privacy Officer, New York State Education Department, 89 Washington Avenue, Albany NY 12234, email to [CPO@mail.nysed.gov](mailto:CPO@mail.nysed.gov).

The District shall publish this contract addendum on its website.