



DUAL ENROLLMENT AGREEMENT

by and between

North Babylon Union Free School District and Five Towns College

Effective September 1, 2024 to June 30, 2025

WHEREAS, a dual enrollment agreement by and between North Babylon 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 the College, and

WHEREAS, both North Babylon High School and the College seek to achieve the above-stated objectives by furthering the following goals:

- To provide an opportunity for North Babylon High School 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 North Babylon High School 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, 2024, and shall remain in effect until June 30, 2025.

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 a tuition scholarship of at least 25% or more for students who pursue post-secondary study at the College;
- Identify opportunities for North Babylon 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:

- Teaching the designated College course as defined by the College's Course Overview and North Babylon High School curriculum;
- Providing to the College the instructor's CV and NYSED license certifications; and
- Planning the schedule of student assignments to include all of the coursework, assessments, and outcomes agreed by and with the District.

In order for a North Babylon High School student to receive credits from the College, the student must:

- Play advanced NYSSMA music selections
- Be in the Junior or Senior year to receive College credit;
- Register for the course as instructed by the North Babylon High School teacher and pay a fee of \$50 administrative 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.

Dropping a course for College Credit is a formal procedure with specific formal paperwork that includes the signature of the student, parent and the District coordinator.

Both the District 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. It should be noted that students will be limited to six credits in an academic year.

The College agrees to defend, indemnify, and hold harmless the District, its officers, trustees, agents, and employees, from any and all suits, claims, losses, damages, or injuries to persons or

property, resulting from, arising out of, or in consequence of, any action or cause of action in connection with the actions or omissions of the College, its directors, officers, trustees, agents, students, and/or employees.

The College shall perform all services under this Agreement in accordance with all applicable Federal, State, and local laws, rules, and regulations, as well as the established policy guidance from the New York State Education Department. The College shall execute the Education Law 2-d Rider set forth at Exhibit "B", a copy of which is attached.

Furthermore, Five Towns College adheres to its Data Security Policy and Procedures Program which incorporates provisions of Education Law-2d, the same is hereby incorporated into this Agreement and is available at the following link:

https://www.ftc.edu/wp-content/uploads/2023/03/DATA-SECURITY-POLICY-2.ED_2023.pdf.

Either party may terminate this Agreement by written notification of thirty (30) days to the other party.

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 personally services, mailed certified first class mail, postage pre-paid and/or emailed to:

Elizabeth O'Brien
Director of Art and Music
North Babylon High School
1 Phelps lane
North Babylon, New York, 11703
cobrien@northbabylonschools.net

Kristi Adams
Music Division Chair
Five Towns College
305 North Service Road
Dix Hills, NY 11746-5871
kristi.adams@ftc.edu

IN WITNESS WHEREOF, the parties have executed this Agreement.

By: Kristi Adams
Kristi Adams
Music Division Chair, Five Towns College

3/21/24
Date

By: Marsha Pollard
Dr. Marsha Pollard
Provost

3/21/24
Date

By: Elizabeth O'Brien
Elizabeth O'Brien
Director of Art and Music, North Babylon Schools


3/25/24
Date

By: Stephen Dombo
Stephen Dombo
Director of Guidance

3/25/24
Date

By: Dr. Kenneth Graham
Dr. Kenneth Graham
Superintendent of Schools
North Babylon School District

12/15/23
Date

By: 

Matthew Lucchetti
President, Board of Education
North Babylon School District

12/14/23
Date

FIVE TOWNS COLLEGE
Dual Enrollment Components

EXHIBIT A

The following Five Towns College courses have been approved for credit in a dual enrollment agreement with North Babylon High School. Final approval was based upon discussion and agreement with Chairpersons of the College and the faculty of North Babylon High School.

North Babylon High School Courses	Five Towns College Courses	Credits
Concert Band	ENS330- Concert Band	1
String Orchestra	ENS318 – Chamber Orchestra	1
Concert Choir	ENS326 – Choir	1
Full Orchestra	ENS378 – Symphony Orchestra	1
Music Theory I	MUS111- Harmony I	3

Approved. - Kristi Adams, Music Division
Chair.

Approved - Annalij REGISTAR

EDUCATION LAW 2-d RIDER

New York State Education Law 2-d was enacted in 2014 to address concerns relative to securing certain personally identifiable information. In order to comply with the requirements of Education Law 2-d, educational agencies and certain third-party contractors who contract with educational agencies must take certain additional steps to secure such data. These steps include enacting and complying with a Parents' "Bill of Rights" relative to protected data, ensuring that each third-party contractor has a detailed data privacy plan in place to ensure the security of such data, and that each third-party contractor sign a copy of the educational agency's Parents' Bill of Rights, thereby signifying that the third-party contractor will comply with such Parents' Bill of Rights. This Agreement is subject to the requirements of Education Law 2-d and Five Towns College (the "Contractor") is a covered third-party contractor.

In order to comply with the mandates of Education Law 2-d, and notwithstanding any provision of the Agreement between the North Babylon Union Free School District (the "District") and Contractor to the contrary, Contractor agrees as follows:

Contractor will treat "Protected Data" (as defined below) as confidential and shall protect the nature of the Protected Data by using the same degree of care, but not less than a reasonable degree of care, as the Contractor uses to protect its own confidential data, so as to prevent the unauthorized dissemination or publication of Protected Data to third parties. Contractor shall not disclose Protected Data other than to those of its employees or agents who have a need to know such Protected Data under this Agreement. Contractor shall not use Protected Data for any other purposes than those explicitly provided for in this Agreement. All Protected Data shall remain the property of the disclosing party. As more fully discussed below, Contractor shall have in place sufficient internal controls to ensure that the District's Protected Data is safeguarded in accordance with all applicable laws and regulations, including, but not limited to, the Children's Internet Protection Act ("CIPA"), the Family Educational Rights and Privacy Act ("FERPA"), and the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), and Part 121 of the Regulations of the Commissioner of Education, as it may be amended from time-to-time if applicable.

"Protected Data" includes any information rendered confidential by State or federal law, including, but not limited to student data, student demographics, scheduling, attendance, grades, health and discipline tracking, and all other data reasonably considered to be sensitive or confidential data by the District. Protected Data also includes any information protected under Education Law 2-d including, but not limited to:

"Personally identifiable information" from student records of the District as that term is defined in § 99.3 of FERPA,

-AND-

Personally identifiable information from the records of the District relating to the annual professional performance reviews of classroom teachers or principals that is confidential and not subject to release under the provisions of Education Law §§ 3012-c and 3012-d.

Contractor and/or any subcontractor, affiliate, or entity that may receive, collect, store, record or display any Protected Data shall comply with New York State Education Law § 2-d. As applicable, Contractor agrees to comply with District policy(ies) on data security and privacy. Contractor shall promptly reimburse the District for the full cost of notifying a parent, eligible student, teacher, or principal of an unauthorized release of Protected Data by Contractor, its subcontractors, and/or assignees. In the event this Agreement expires, is not renewed or is terminated, Contractor shall return all of the District's data unless otherwise provided, including any and all Protected Data, in its possession by secure transmission.

Data Security and Privacy Plan

Contractor and/or any subcontractor, affiliate, or entity that may receive, collect, store, record or display any of the District's Protected Data, shall maintain a Data Security and Privacy Plan which includes the following elements:

1. Specifies the administrative, operational and technical safeguards and practices in place to protect personally identifiable information that Contractor will receive under the contract;
2. Demonstrates Contractor's compliance with the requirements of Section 121.3 of Part 121;
3. Specifies how officers or employees of the Contractor and its assignees who have access to student data, or teacher or principal data receive or will receive training on the federal and state laws governing confidentiality of such data prior to receiving access;
4. Specifies how Contractor will utilize sub-contractors and how it will manage those relationships and contracts to ensure personally identifiable information is protected;
5. Specifies how Contractor will manage data security and privacy incidents that implicate personally identifiable information including specifying any plans to identify breaches and unauthorized disclosures, and to promptly notify the educational agency;
6. Specifies whether Protected Data will be returned to the District, transitioned to a successor contractor, at the District's option and direction, deleted or destroyed by the Contractor when the contract is terminated or expires.

Pursuant to the Plan Contractor will:

1. Have adopted technologies, safeguards and practices that align with the NIST Cybersecurity Framework referred to in Part 121.5(a);
2. Comply with the data security and privacy policy of the District; Education Law § 2-d; and Part 121;
3. Have limited internal access to personally identifiable information to only those employees or sub-contractors that need access to provide the contracted services;

4. Have prohibited the use of personally identifiable information for any purpose not explicitly authorized in this contract;
5. Have prohibited the disclosure of personally identifiable information to any other party without the prior written consent of the parent or eligible student:
 - a. except for authorized representatives such as a subcontractor or assignee to the extent they are carrying out the contract and in compliance with state and federal law, regulations and its contract with the educational agency; or
 - b. unless required by statute or court order and Contractor has provided a notice of disclosure to the department, district board of education, or institution that provided the information no later than the time the information is disclosed, unless providing notice of disclosure is expressly prohibited by the statute or court order.
6. Maintain reasonable administrative, technical and physical safeguards to protect the security, confidentiality and integrity of personally identifiable information in our custody;
7. Use encryption to protect personally identifiable information in its custody while in motion or at rest; and
8. Not sell personally identifiable information nor use or disclose it for any marketing or commercial purpose or facilitate its use or disclosure by any other party for any marketing or commercial purpose or permit another party to do so.

In the event Contractor engages a subcontractor to perform its contractual obligations, the data protection obligations imposed on the third-party contractor by state and federal law and contract shall apply to the subcontractor.

Where a parent or eligible student requests a service or product from a third-party contractor and provides express consent to the use or disclosure of personally identifiable information by the third-party contractor for purposes of providing the requested product or service, such use by the third-party contractor shall not be deemed a marketing or commercial purpose prohibited by the Plan.

Contractor's signature below shall also constitute an acknowledgement, acceptance, and signature of the District's Parents' Bill of Rights.

NAME OF CONTRACTOR: Marsha Pollard/Five Towns College

SIGNATURE: Marsha Pollard

TITLE: Provost

DATE: 3/21/24

DATA PRIVACY AND SECURITY PLAN

1. Attached hereto and incorporated herein is a copy of Contractor's Data Security and Privacy Plan.
2. Attached hereto and incorporated herein is a copy of the District's Parents' Bill of Rights.