



DUAL ENROLLMENT AGREEMENT

by and between

Smithtown Central School District and Five Towns College

Effective September 1, 2025 to June 30, 2026

WHEREAS, a dual enrollment agreement by and between Smithtown Central School District (hereinafter the District) and Five Towns College (hereinafter the College) that further enhances the educational opportunities available for their students; and

WHEREAS, both the District and the College seek to provide students with the best preparation for success in their chosen vocations by, among other things, providing the opportunity for them to take post-secondary coursework.

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

- To provide an opportunity for Smithtown Central High School students to pursue college-level courses for which they can earn college credit.
- To foster an understanding among Smithtown Central High School students about the opportunity to pursue post-secondary coursework;
- To provide students who have the potential for success and are prepared to succeed with advanced academic courses; 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, 2025, and shall remain in effect until June 30, 2026.

The College shall be responsible for:

- Providing 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;
- Identifying opportunities for Smithtown Central 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 courses as defined by the College's course overviews and Smithtown Central 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 to by and with the College.

In order for a 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 Smithtown Central High School teacher and pay a \$50 administrative fee directly to the College;
- Successfully complete the College's curricula as detailed in 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 Schedule A, a copy of which is annexed hereto and made a part of hereof.

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 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.

Furthermore, and consistent with Federal and New York law, Five Towns College adheres to its Data Security Policy and Procedures program with 2024 updates, which incorporates provisions of Education Law 2-d. The same is hereby incorporated and is available at the following link. <https://www.ftc.edu/wp-content/uploads/2024/06/DATA-SECURITY-POLICY-2.ED.2024.updated.pdf>

The College agrees to defend, indemnify, and hold harmless the District, its officers, trustees, agents and employees from all suits, claims, losses, damages or injuries to persons or property, resulting from, arising out of, or in consequence of any actions or omissions of the College, its directors, officers, trustees, agents, students and/or employees.

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 Suffolk, State of New York, or federal court in Federal District Court for the Eastern District of New York 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.

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

Mark Secaur
Superintendent of Schools
Smithtown Central School District
26 New York Avenue
Smithtown, New York, 11787

and

Dr. Marsha Pollard
Provost
Five Towns College 305 North Service Road
Dix Hills, New York, 11746
marsha.pollard@ftc.edu

IN WITNESS WHEREOF, the parties have executed this Agreement.

By: Kristi Adams
Kristi Adams
Performing Arts Division Chair, Five Towns College

8/15/25
Date

By: Marsha Pollard
Dr. Marsha Pollard
Provost, Five Towns College

8/15/25
Date

By: Matthew J. Hill
President
Board of Education
Smithtown Central School District

9/9/25
Date

FIVE TOWNS COLLEGE

SCHEDULE A

The following Five Towns College courses have been approved for credit in a dual enrollment agreement with the Smithtown Central School District. Final approval was based upon discussions and agreement with the Performing Arts Divisional Chair at the College and the Director of Fine Arts, K-12 for the Smithtown Central School District.

Smithtown East High School	Five Towns College	Credits
Symphonic Band	ENS390- Wind Ensemble	1
Concert Choir	ENS326-Choir	1
Symphonic Orchestra	ENS378-Symphony Orchestra	1
Music Theory I	MUS111 - Harmony I	3
Advanced Music Theory	MUS112 - Harmony 2	3

AND

Smithtown West High School	Five Towns College	Credits
Symphonic Band	ENS390-Wind Ensemble	1
Concert Choir	ENS326 - Choir	1
Symphonic Orchestra	ENS378- Symphony Orchestra	1
Music Theory I	MUS111- Harmony I	3
Advanced Music Theory	MUSI 12-Harmony 2	3

CONFIDENTIALITY AND DATA SECURITY AND PRIVACY STANDARDS
ADDENDUM

This Addendum made as of the 15th day of August, 2025 to the Agreement by and between FIVE TOWNS COLLEGE ("COLLEGE") having its principal place of business at 305 North Service Road, Dix Hills, New York 11746, and SMITHTOWN CENTRAL SCHOOL DISTRICT (the "SCHOOL DISTRICT"), having its principal place of business at 26 New York Avenue, Smithtown, New York 11787.

WHEREAS, COLLEGE will receive "student data" as that term is defined in New York Education Law § 2-d and the regulations promulgated thereunder (hereinafter referred to as "Educ. Law § 2-d"); and

WHEREAS, both SCHOOL DISTRICT and COLLEGE are desirous of fulfilling their respective obligations under Educ. Law § 2-d and the regulations promulgated thereunder.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained in the Agreement, the parties hereto mutually agree as follows:

1. COLLEGE, its employees, and/or agents agree that all information obtained in connection with the services provided for in this Agreement is deemed confidential information. COLLEGE, its employees, and/or agents shall not use, publish, discuss, disclose or communicate the contents of such information, directly or indirectly with third parties, except as provided for in this Agreement. COLLEGE further agrees that any information received by COLLEGE, its employees, and/or agents during the course of the services provided pursuant to this Agreement which concerns the personal, financial, or other affairs of SCHOOL DISTRICT, its employees, agents, clients, and/or students will be treated by COLLEGE, its employees, and/or agents in full confidence and will not be revealed to any other persons, firms, or organizations.
2. COLLEGE acknowledges that it may receive and/or come into contact with personally identifiable information, as defined by Educ. Law § 2-d, from records maintained by SCHOOL DISTRICT that directly relate to a student(s) (hereinafter referred to as "education record"). COLLEGE understands and acknowledges that it shall have in place sufficient protections and internal controls to ensure that information is safeguarded in accordance with applicable laws and regulations, and understands and agrees that it is responsible for complying with state data security and privacy standards for all personally identifiable information (hereinafter referred to as "PII") from education records, and it shall:
 - a. limit internal access to education records to those individuals that are determined to have legitimate educational interests;
 - b. not use the education records for any purposes other than those explicitly authorized in this Agreement;
 - c. maintain reasonable administrative, technical and physical safeguards to protect the security, confidentiality and integrity of education records in its custody; and

- d. use encryption technology to protect data while in motion or in its custody from unauthorized disclosure using a technology or methodology specified by the secretary of the United States Department of Health and Human Services in guidance issued under Section 13402(H)(2) of Public Law 111-5 and the National Institute of Standards and Technology Cyber Security Framework Version 1.1.

3. COLLEGE has no property or licensing rights or claims of ownership to PII, and COLLEGE must not use PII for any purpose other than to provide the services set forth in the Agreement. Neither the services provided nor the manner in which such services are provided shall violate New York law.

4. COLLEGE further understands and agrees that it is responsible for submitting a data security and privacy plan to SCHOOL DISTRICT prior to the start of the term of this Agreement. Such plan shall outline how all state, federal and local data security and privacy contract requirements will be implemented over the life of the contract consistent with SCHOOL DISTRICT's policy on data security and privacy, as adopted. Further, such plan shall include a signed copy of SCHOOL DISTRICT's Parents' Bill of Rights and the training requirement established by COLLEGE for all employees who will receive PII from student records (hereinafter referred to as "student data").

5. COLLEGE understands that as part of SCHOOL DISTRICT's obligations under Educ. Law § 2-d, COLLEGE is responsible for providing SCHOOL DISTRICT with supplemental information to be included in SCHOOL DISTRICT's Parents' Bill of Rights. Such supplemental information shall be provided to SCHOOL DISTRICT within ten (10) days of execution of this Agreement and shall include:

- a. the exclusive purposes for which the student data will be used;
- b. how COLLEGE will ensure that subcontractors, persons or entities that COLLEGE will share the student data with, if any, will abide by data protection and security requirements;
- c. that student data will be returned or destroyed upon expiration of the Agreement;
- d. if and how a parent, student, or eligible student may challenge the accuracy of the student data that is collected; and
- e. where the student data will be stored (described in such a manner as to protect data security), and the security protections taken to ensure such data will be protected, including whether such data will be encrypted.

6. Upon request by SCHOOL DISTRICT, COLLEGE shall provide SCHOOL DISTRICT with copies of its policies and related procedures that pertain to the protection of PII and may be made available in a form that does not violate COLLEGE's own information security policies, confidentiality obligations, and applicable laws. In addition, COLLEGE may be required to undergo an audit of its privacy and security safeguards, measures and controls as it pertains to

alignment with the requirements of New York State laws and regulations, SCHOOL DISTRICT's policies applicable to COLLEGE, and alignment with the NIST Cybersecurity Framework performed by an independent third party at COLLEGE's expense, and provide the audit report to SCHOOL DISTRICT. COLLEGE may provide SCHOOL DISTRICT with a recent industry standard independent audit report on COLLEGE's privacy and security practices as an alternative to undergoing an audit.

7. The following requirements apply if COLLEGE will use subcontractors that have access to PII in the course of providing the services:

- a. COLLEGE shall only disclose PII to COLLEGE's employees and subcontractors who need to know the PII in order to provide the services and the disclosure of PII shall be limited to the extent necessary to provide such services. COLLEGE shall ensure that all such employees and subcontractors comply with the terms of this addendum.
- b. COLLEGE must ensure that each subcontractor performing functions pursuant to the Agreement where the subcontractor will receive or have access to PII is contractually bound by a written agreement that includes confidentiality and data security obligations equivalent to, consistent with, and no less protective than, those found in this addendum.
- c. COLLEGE shall examine the data security and privacy measures of its subcontractors prior to utilizing the subcontractor. If at any point a subcontractor fails to materially comply with the requirements of this addendum, COLLEGE shall notify SCHOOL DISTRICT and remove such subcontractor's access to PII and, as applicable, retrieve all PII received or stored by such subcontractor and/or ensure that PII has been securely deleted and destroyed in accordance with this addendum. In the event there is an incident in which the subcontractor compromises PII, COLLEGE shall follow the data breach reporting requirements set forth herein.
- d. COLLEGE shall take full responsibility for the acts and omissions of its employees and subcontractors.
- e. COLLEGE must not disclose PII to any other party unless such disclosure is required by statute, court order or subpoena, and COLLEGE makes a reasonable effort to notify SCHOOL DISTRICT of the court order or subpoena in advance of compliance but in any case, provides notice to SCHOOL DISTRICT no later than the time the PII is disclosed, unless such disclosure to SCHOOL DISTRICT is expressly prohibited by the statute, court order or subpoena.

8. COLLEGE shall ensure that all its employees and subcontractors who have access to PII have received or will receive training on the federal and state laws governing confidentiality of such data prior to receiving access.

9. In the event of a breach of the within confidentiality and data security and privacy standards provision and unauthorized release of student data, COLLEGE shall immediately notify SCHOOL DISTRICT and advise it as to the nature of the breach and steps COLLEGE has taken to minimize said breach. Said notification must be made within seven (7) days of the breach. Notifications required pursuant to this section must be in writing, given by personal delivery, or by registered or certified, and must to the extent available, and shall include, (1) a description of the breach which includes the date of the incident and the date of discovery, (2) the types of PII affected and the number of records affected, (3) a description of COLLEGE's investigation, and (4) the contact information for representatives who can assist SCHOOL DISTRICT. In the case of required notification to a parent or eligible student, COLLEGE shall promptly reimburse SCHOOL DISTRICT for the full cost of such notification.

10. COLLEGE agrees that it will cooperate with SCHOOL DISTRICT and law enforcement, where necessary, in any investigations into a breach. Any costs incidental to the required cooperation or participation of COLLEGE or its' authorized users, as related to such investigations, will be the sole responsibility of COLLEGE if such breach is attributable to COLLEGE or its subcontractors.

11. In the event that COLLEGE fails to notify SCHOOL DISTRICT of a breach, said failure shall be punishable by a civil penalty of the greater of \$5,000 or up to \$20 per student, teacher and principal whose data was released, provided that the maximum penalty imposed shall not exceed the maximum penalty imposed under General Business Law § 899-aa(6)(a).

12. Except as set forth in paragraph 11, above, in the event COLLEGE violates Education Law § 2-d, said violation shall be punishable by a civil penalty of up to \$1,000. A second violation involving the same data shall be punishable by a civil penalty of up to \$5,000. Any subsequent violation involving the same data shall be punishable by a civil penalty of up to \$10,000. Each violation shall be considered a separate violation for purposes of civil penalties and the total penalty shall not exceed the maximum penalty imposed under General Business Law § 899-aa(6)(a).

13. COLLEGE shall indemnify and hold SCHOOL DISTRICT harmless from any claims arising from its breach of the within confidentiality and data security and privacy standards provision.

14. The following procedure shall take place upon the termination of the Agreement:

- a. COLLEGE agrees that it is prohibited from retaining PII or continued access to PII or any copy, summary or extract of PII, on any storage medium (including, without limitation, in secure data centers and/or cloud-based facilities) whatsoever beyond the period of providing services to SCHOOL DISTRICT, unless such retention is either expressly authorized for a prescribed period by the Agreement or other written agreement between the parties, or expressly requested by SCHOOL DISTRICT for purposes of facilitating the transfer of PII to SCHOOL DISTRICT or expressly required by law. As applicable, upon expiration or termination of the Agreement, COLLEGE shall transfer PII, in a format agreed to by the parties to SCHOOL DISTRICT.

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

15. The parties further agree that the terms and conditions set forth herein shall survive the expiration and/or termination of this Agreement.

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

SMITHTOWN CENTRAL SCHOOL DISTRICT

Date: 9/9/25 By: [Signature]

FIVE TOWNS COLLEGE

Date: 8/15/25 By: [Signature]