

DRAFT

STUDENT RIGHTS AND RESPONSIBILITIES

A. *Student Rights*

The district is committed to safeguarding the rights given to all students under state and federal law and district policy. In addition, to promote a safe, healthy, orderly and supportive school environment, all district students have the right to:

1. The opportunity to take part in all district activities free of prohibited discrimination and harassment in conformity with the law, regardless of actual or perceived race, weight, color, creed, national origin, ethnic group, religion, religious practice, gender or sexual orientation or disability.
2. Present their version of the relevant events to school personnel authorized to impose a disciplinary penalty in connection with the imposition of the penalty.
3. Access school policies, regulations and rules and, when necessary, receive an explanation of those rules from school personnel.

B. *Student Responsibilities*

All district students have the responsibility to:

1. Contribute to maintaining a safe, supportive and orderly school environment that is conducive to learning and to show respect to other persons and to property.
2. Be familiar with and abide by district policies, rules and regulations dealing with student conduct.
3. Attend school every day unless they are legally excused and be in class on time, and prepared to learn.
4. Work to the best of their ability in all academic and extracurricular pursuits and strive toward their highest level of achievement possible.
5. React to direction given by teachers, administrators and other school personnel in a respectful, positive manner.
6. Work to develop mechanisms to manage their anger.
7. Ask questions when they do not understand.
8. Seek help in solving problems.
9. Dress appropriately for school and school functions within the guidelines of school dress code.
10. Accept responsibility for their actions.
11. Conduct themselves as representatives of the district when participating in or attending school-sponsored extracurricular events and to hold themselves to the highest standards of conduct, demeanor, and sportsmanship.

ESSENTIAL PARTNERS

A critical component of all codes of conduct is the shared beliefs of all stakeholders. Implementation without belief will be unsuccessful. Understanding, support, participation and belief of all members of the school community are needed for successful implementation of this code of conduct. All essential partners are expected to:

A. *Parents*

1. Recognize that the education of their child(ren) is a joint responsibility of the parents and the school community and collaborate with the district to optimize their child's educational opportunities.
2. Send their children to school ready to participate and learn.
3. Ensure their children attend school regularly and on time.
4. Ensure absences are excused in keeping with state law. If a child is ill and should not attend school, it is the parent's responsibility to arrange for alternate supervision. Accurate emergency contacts must be provided to the school.
5. Ensure their children be dressed, groomed, and maintain appropriate hygiene in a manner consistent with the student dress code.
6. Help their children understand that in a democratic society appropriate rules are required to maintain a safe, orderly environment.
7. Know school rules and help their children understand them so that their children can help create a safe, supportive school environment.
8. Convey to their children a supportive and respectful attitude toward education and the district.
9. Build positive, constructive relationships with teachers, other parents, and their children's friends.
10. Help their children deal effectively with peer pressure.
11. Inform school officials of changes in the home situation that may affect student conduct or performance.
12. Provide a place for study and ensure homework assignments are completed.
13. Provide necessary medical attention or treatment which enables a student to function effectively in a learning environment.
14. Plan vacations when school is not in session. The removal of students for vacation will not be considered a legal absence and will be disruptive to the child's education.

B. *Teachers*

All district teachers are expected to:

1. Maintain a climate of mutual respect and dignity for all students regardless of actual or perceived race, color, weight, national origin, ethnic group, religion,

- religious practice, disability, sexual orientation, gender or sex, which will strengthen students' self-concept and promote confidence to learn.
- 2. Be prepared to teach and use class time efficiently.
- 3. Demonstrate interest in teaching and concern for student achievement, health and well being.
- 4. Know school policies and rules and enforce them in a fair and consistent manner.
- 5. Maintain confidentiality in conformity with federal and state law.
- 6. Communicate to students and parents:
 - a. Course objectives and requirements
 - b. Marking/grading procedures
 - c. Assignment deadlines
 - d. Expectations for students
 - e. Classroom discipline plan
- 7. Communicate regularly with students, parents and other teachers concerning growth and achievement.
- 8. Participate in school-wide efforts to provide adequate supervision in all school spaces, in conformity with the Taylor Law.
- 9. Address issues of harassment and discrimination or any situation that threatens the emotional or physical health or safety of any student, school employee or any person who is lawfully on school property or at a school function.

C. *Guidance Counselors, Psychologists and Social Workers*

Guidance Counselors:

- 1. Maintain a climate of mutual respect and dignity for all students regardless of actual or perceived race, color, weight, national origin, ethnic group, religion, religious practice, disability, sexual orientation, gender or sex.
- 2. Assist students in coping with peer pressure and emerging personal, social and emotional problems.
- 3. Initiate teacher/student/counselor conferences and parent/teacher/student/ counselor conferences, as necessary, as a way to resolve problems.
- 4. Regularly review with students their educational progress and career plans.
- 5. Maintain confidentiality in accordance with federal and state law.
- 6. Provide information to assist students with career planning.
- 7. Encourage students to benefit from the curriculum and extracurricular programs.
- 8. Make known to students and families the resources in the community that are available to meet their needs.
- 9. Participate in school-wide efforts to provide adequate supervision in all school spaces.
- 10. Address issues of harassment and discrimination or any situation that threatens the emotional or physical health or safety of any student, school employee, or any person who is lawfully on school property or at a school function.
- 11. Address personal biases that may prevent equal treatment of all students.
- 12. Be well informed about the procedures to be followed in any crisis situation involving trauma within the school or community and serve on the School Crisis

Response Teams. They are also available to contribute to the school district's policy planning and prevention efforts.

School Psychologist:

1. Provide information and referral services to students and families in need of mental health interventions.
2. Contribute to the planning of behavior management strategies for students with self-control and/or self-esteem issues who may pose a risk to themselves or others in the school community and to prevent such risks from developing to serious levels.
3. Provide formal testing and evaluation data on students with behavior difficulties and interpret such data when it comes from outside sources, such as a court, clinic, hospital or private doctor.
4. Contribute to the development of formal functional behavioral assessments and behavioral intervention plans for students.

Social Workers:

1. Conduct community outreach to coordinate school, home and community services for students at risk and their families.
2. To make appropriate referrals recommended by professional staff.

D. Other School Personnel

1. Maintain a climate of mutual respect and dignity for all students regardless of actual or perceived race, color, weight, national origin, ethnic group, religion, religious practice, disability, sexual orientation, gender or sex.
2. Maintain confidentiality in accordance with federal and state law.
3. Be familiar with code of conduct.
4. Help children understand the district's expectations for maintaining a safe, orderly environment.
5. Participate in school-wide efforts to provide adequate supervision in all school spaces.
6. Address issues of harassment and discrimination or any situation that threatens the emotional or physical health or safety of any student, school employee, or any person who is lawfully on school property or at a school function.
7. Address personal biases that may prevent equal treatment of all students.

E. Principals/Administrators

1. Promote a safe, orderly and stimulating school environment, supporting active teaching and learning for all students regardless of actual or perceived race, color, weight, national origin, ethnic group, religion, religious practice, disability, sexual orientation, gender or sex.

2. Ensure that students and staff have the opportunity to communicate regularly with the principal/administrators and have access to the principal/administrators for redress of grievances.
3. Maintain confidentiality in accordance with federal and state law.
4. Evaluate on a regular basis all instructional programs to ensure infusion of civility education in the curriculum.
5. Support the development of, and student participation in, appropriate extra-curricular activities.
6. Provide support in the development of the code of conduct, when called upon. Disseminate the code of conduct and anti-harassment policies .
7. Be responsible for enforcing the code of conduct and ensuring that all cases are resolved promptly and fairly.
8. Participate in school-wide efforts to provide adequate supervision in all school spaces.
9. Address issues of harassment and discrimination or any situation that threatens the emotional or physical health or safety of any student, school employee, or any person who is lawfully on school property or at a school function.
10. Address personal biases that may prevent equal treatment of all students and staff.

F. *Superintendent*

1. Promote a safe, orderly and stimulating school environment, supporting active teaching and learning for all students regardless of actual or perceived race, color, weight, national origin, ethnic group, religion, religious practice, disability, sexual orientation, gender or sex.
2. Review with district administrators the policies of the Board of Education and state and federal laws relating to school operations and management.
3. Inform the board about educational trends relating to student discipline.
4. Maintain confidentiality in accordance with federal and state law.
5. Work to create instructional programs that minimize incidence of misconduct and are sensitive to student and teacher needs.
6. Work with district administrators in enforcing the code of conduct and ensuring that all cases are resolved promptly and fairly.
7. Participate in school-wide efforts to provide adequate supervision in all school spaces.
8. Address issues of harassment and discrimination or any situation that threatens the emotional or physical health or safety of any student, school employee, or any person who is lawfully on school property or at a school function.
9. Address personal biases that may prevent equal treatment of all students and staff.

G. *Board of Education*

1. Promote a safe, orderly and stimulating school environment, supportive active teaching and learning for all students regardless of actual or perceived race, color, weight, national origin, ethnic group, religion, religious practice, disability, sexual orientation, gender or sex.

2. Maintain confidentiality in accordance with federal and state law.
3. Develop and recommend a budget that provides programs and activities that support achievement of the goals of the code of conduct.
4. Collaborate with student, teacher, administrator and parent organizations, school safety personnel and other school personnel to develop a code of conduct that clearly defines expectations for the conduct of students, district personnel and visitors on school property and at school functions.
5. Adopt and review, at least annually, the district's code of conduct to evaluate the code's effectiveness, fairness and consistency of its implementation.
6. Lead by example by conducting board meetings in a professional, respectful courteous manner.
7. Address issues of harassment and discrimination or any situation that threatens the emotional or physical health or safety of any student, school employee, or any person who is lawfully on school property or at a school function.
8. Address personal biases that may prevent equal treatment of all students and staff.

H. *Bus Drivers*

1. Maintain the highest degree of driving safety.
2. Require proper behavior of students.
3. Load and unload students correctly.
4. Learn and practice defensive driving techniques.
5. Obey all applicable state and federal laws, rules and regulations.
6. Follow district (and contractor) policies and procedures.

I. *Additional Collaborative Partners*

The intent of the "Code of Conduct" is to provide for a safe and orderly school environment. In order to accomplish this task, the entire school community must participate. Pupil services staff, coaches, advisors, nurses, teaching assistants, clerical staff, cafeteria aides, building and grounds personnel, and building aides must adhere to the philosophy and procedures defined in this code of conduct.

STUDENT DRESS CODE

All students are expected to give proper attention to personal cleanliness and to dress appropriately for school and school functions. Students and their parents have the primary responsibility for acceptable student dress and appearance. Teachers and all other district personnel should exemplify and reinforce acceptable student dress and help students develop an understanding of appropriate appearance in the school setting. A student's dress, grooming and appearance, including hair style/color, jewelry, make-up and nails, shall:

- A. Be safe, appropriate and not disrupt or interfere with the educational process.
- B. Recognize that extremely brief garments such as tube tops, net tops, halter tops, no exposed midriffs, spaghetti straps, plunging necklines (front and/or back) and see-through garments are not appropriate.
- C. Ensure that underwear is completely covered with outer clothing.
- D. Include footwear at all times. Footwear that is a safety hazard will not be allowed.
- E. Not include the wearing of headgear in any building except for a medical or religious purpose.
- F. Not include items that are vulgar, obscene, and libelous or denigrate others on account of actual or perceived race, weight, color, religion, religious practice, creed, national origin, ethnic group, gender, sexual orientation or disability.
- G. Not promote and/or endorse the use of alcohol, tobacco or illegal drugs and/or encourage other illegal or violent activities.
- H. Not include the wearing of any gang-related paraphernalia.

Each building principal or his or her designee shall be responsible for informing all students and their parents of the student dress code at the beginning of the school year and any revisions to the dress code made during the school year and assessing the appropriateness of a student's attire.

Students who violate the student dress code shall be required to modify their appearance by covering or removing the offending item and, if necessary or practical, replacing it with an acceptable item. Any student who refuses to do so shall be subject to discipline, up to and including in-school suspension for the day. Any student who repeatedly fails to comply with the dress code shall be subject to further discipline, up to and including out-of-school suspension.

PROHIBITED STUDENT CONDUCT

The Board of Education expects all students to conduct themselves in an appropriate and civil manner with proper regard for the rights and welfare of other students, district personnel and other members of the school community and for the care of school facilities and equipment. The best discipline is self-imposed, and students must learn to assume and accept responsibility for their own behavior, as well as the consequences of their misbehavior. District personnel who interact with students are expected to use disciplinary action only when necessary and to place emphasis on educating students so that they may grow in self-discipline.

The Board recognizes the need to make its expectations for student conduct while on school property or engaged in a school function specific and clear. The rules of conduct listed below are intended to do that and focus on safety and respect for the rights and property of others. Students who will not accept responsibility for their own behavior and who violate these school rules will be required to accept the consequences for their conduct.

Students may be subject to disciplinary action, up to and including suspension from school, when they:

A. ***Engage in conduct that is disorderly. Examples of disorderly conduct include but are not limited to:***

1. Running in hallways.
2. Making unreasonable noise.
3. Using language or gestures that are profane, lewd, vulgar or abusive.
4. Obstructing vehicular or pedestrian traffic.
5. Engaging in any willful act which disrupts the normal operation of the school community.
6. Trespassing. Students are not permitted in any school building, other than the one they regularly attend, without permission from the administrator in charge of the building.
7. Computer/electronic communications misuse, including any unauthorized use of computers, software, or internet/intranet account; accessing inappropriate websites; or any other violation of the district's acceptable use policy.

B. ***Engage in conduct that is insubordinate. Examples of insubordinate conduct include but are not limited to:***

1. Failing to comply with the reasonable directions of teachers, school administrators or other school employees in charge of students or otherwise demonstrating disrespect.
2. Lateness for, missing, or leaving school or class without permission.
3. Skipping detention.

C. ***Engage in conduct that is disruptive. Examples of disruptive conduct include but are not limited to:***

1. Failing to comply with the reasonable directions of teachers, school administrators or other school personnel in charge of students.
2. Inappropriate public sexual contact.
3. Display or use of personal electronic devices, such as, but not limited to, cell phones, I-pods, digital cameras, in a manner that is in violation of district policy.

D. ***Engage in conduct that is violent. Examples of violent conduct include but are not limited to:***

1. Committing an act of violence (such as hitting, kicking, punching, and scratching) upon a teacher, administrator other school employee or attempting to do so.
2. Committing an act of violence (such as hitting, kicking, punching, and scratching) upon another student or any other person lawfully on the school property or attempting to do so.
3. Possessing a weapon. Authorized law enforcement officials are the only persons permitted to have a weapon in their possession while on school property or at a school function.
4. Displaying what appears to be a weapon.
5. Threatening to use any weapon.
6. Intentionally damaging or destroying the personal property of a student, teacher, administrator, other district employee or any person lawfully on school property, including graffiti or arson.
7. Intentionally damaging or destroying school district property.

E. ***Engage in any conduct that endangers the safety, physical or mental health or welfare. Examples of such conduct include but are not limited to:***

1. Lying to school personnel.
2. Subjecting other students, school personnel or any other person lawfully on school property or attending a school function to danger by recklessly engaging in conduct which creates a substantial risk of physical injury.
3. Stealing or attempting to steal the property of other students, school personnel or any other person lawfully on school property or attending a school function.
4. Defamation which includes making false or unprivileged statements or representations about an individual or identifiable group of individuals that harm the reputation of the person or the identifiable group by demeaning them.
5. Discrimination which includes the unlawful use of race, color, creed, national origin, ethnic group, religion, religious practice, sex, gender, (identity and expression), sexual orientation, weight, or disability.
6. Harassment which includes a sufficiently severe action or a persistent, pervasive pattern of actions or statements directed at an identifiable individual or group which are intended to be. or which a reasonable person would perceive as

ridiculing or demeaning. Harassment is also the creation of a hostile environment. (See policy, 0115, Student Harassment and Bullying Prevention and Intervention for a more complete definition.

7. Intimidation which includes engaging in actions or statements that put an individual in fear of bodily harm.
8. Bullying which may be hostile activity which harms or induces fear through the threat of further aggression and/or creates terror. (See policy 0115 for a more complete definition.)
9. Hazing which includes an induction, initiation or membership process involving harassment (see policy 0115 for a more complete definition).
10. Selling, using or possessing obscene material.
11. Using vulgar or abusive language, ethnic or racial slurs, cursing or swearing.
12. Smoking a cigarette, cigar, pipe or using chewing or smokeless tobacco.
13. Possessing, consuming, selling, distributing or exchanging alcoholic beverages or illegal substances, or being under the influence of either. "Illegal substances" include, but are not limited to, inhalants, marijuana, cocaine, LSD, PCP, amphetamines, heroin, steroids, look-a-like drugs, and any substances commonly referred to as "designer drugs."
14. Inappropriately using or sharing prescription and over-the-counter drugs.
15. Gambling.
16. Indecent exposure, i.e. exposure to sight of the private parts of the body in a lewd or indecent manner.
17. Initiating a report warning of fire or other catastrophe without valid cause, misuse of 911, or discharging a fire extinguisher.
18. Engage in inappropriate displays of affection. All forms of sexual behavior are prohibited.

F. ***Engage in misconduct while on a school bus***

It is crucial for students to behave appropriately while riding on district buses to ensure their safety and that of other passengers and to avoid distracting the bus driver. Students are required to conduct themselves on the bus in a manner consistent with established standards for classroom behavior. Excessive noise, pushing, shoving and fighting will not be tolerated. Misconduct at the bus stop will not be tolerated.

G. ***Engage in any form of academic misconduct. Examples of academic misconduct include, but are not limited to:***

1. Plagiarism
2. Cheating
3. Copying
4. Altering records
5. Assisting another student in any of the above actions

H. ***Engage in off-campus misconduct that interferes with, or can reasonably be expected to substantially disrupt the educational process in the school or at a school function. Examples of such misconduct include, but are not limited to:***

1. Cyberbullying (i.e., inflicting willful and/or repeated harm through the use of electronic text).
2. Threatening or harassing students or school personnel over the phone or other electronic medium.
3. Using message boards to convey threats, derogatory comments or post pornographic pictures of students or school personnel.



ISLAND TREES PUBLIC SCHOOLS

Susan Hlavenka
Assistant Superintendent
for Business

516.520.2115 Phone
516.520.4970 Fax

ADMINISTRATIVE OFFICES, 74 Farmedge Road, Levittown, NY 11756-5202

MEMORANDUM

To: Dr. Charles Murphy
From: Susan Hlavenka
Date: May 7, 2012
RE: Nassau BOCES BoTIE Network Agreement

Nassau BOCES is progressing with a telecommunications initiative that will build one of the largest fiber-optic networks in the country. By participating in this initiative, the District will be able to save approximately 15% of the cost of our existing internet and voice service while realizing a significant increase in our bandwidth. A BOCES News Brief describing the initiative is attached for your reference.

In order to participate, BOCES needs the Board to approve and sign the attached BoTie Network Agreement. The contract calls for an annual payment of \$30,132 for the next five years. As the current cost of Internet and voice services is combined with other services on our BOCES bill, I asked Pam Christensen, Executive Manager-Telecommunications for Nassau BOCES, to break out our current cost for comparison to the BoTIE cost. Our current billing includes a charge of \$35,430.60 for internet and voice services. Replacing the existing service with the fiber network will increase our bandwidth from 10 MPS to 100 MPS while saving the district \$5,298.60 per year.

Recommended Action: That the Board of Education approves an agreement whereby Nassau BOCES will provide Gigabit connectivity, Internet and Voice services to the District in accordance with Nassau BOCES RFP #2289, Nassau County BoTie Network, at an annual cost to the District of \$30,132, and authorizes the Board President to sign such agreement subject to the review of District Counsel.

NEWS ^{n a s s a u} **BOES** BRIEF

Board of Cooperative Educational Services

FOR IMMEDIATE RELEASE

Contact: Angela Marshall
516-396-2208

Nassau BOCES dials up huge telecommunications initiative **Plan calls for connecting all 56 Nassau County school districts**

GARDEN CITY, N.Y., March 24, 2011 — After years of planning, Nassau BOCES is set to build one of the largest fiber-optic networks in the country, connecting the school districts of Nassau County. Districts that choose to participate will save as much as 15 percent annually on Internet and telephone costs, have access to greater bandwidth and benefit from a built-in safety net against outages.

"During the past 10 years, Nassau BOCES and our component districts have created more than 50 independent fiber-optic networks, resulting in 420 miles of cable," said Dr. Robert J. Hanna, Nassau BOCES deputy superintendent. "There are obvious efficiencies to be gained by connecting these resources together."

Telecommunications Executive Manager Anthony Carfora said that conservatively, a school district would save at least 15 percent or on average, \$20,000 to \$30,000 annually and will receive more robust and reliable services. "Through this initiative every school district will receive at least twice as much Internet bandwidth as it already has while costs associated with Internet and telephone services would decrease significantly," said Carfora.

The agency will offer districts a chance to join the network as their existing agreements for telephone and Internet services expire during the next four years. The plan calls for including 15 of the county's 56 districts during the 2011-12 school year. Already, districts with contracts set to expire in later years have asked to join earlier.

"The plan developed by the Nassau BOCES information technology team is one of the boldest and most far-reaching I have seen," said Jack Bierwirth, superintendent of Herricks UFSD. "It will dramatically improve service, cut costs sharply and create a platform that will allow school districts to move forward at a rate that no single district, no matter how sophisticated, could manage on its own. This is truly revolutionary. Furthermore, if Nassau County and other non-school public entities take the steps they need to be able to work more closely with us, there is an even greater potential for savings."

Because the network will provide districts with multiple points of connectivity, it will act as a "self-healing ring," according to Carfora. If a storm or accident takes out one fiber-optic connection, a district will still be connected and continue without extended interruptions to its phone or Internet services.

Cost-effective services

Taxpayer savings

Innovative student programs

Cutting-edge opportunities



Office of Information • Department of Communications and Agency Planning

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In addition, the fiber-optic network will allow participating districts to back up data via Nassau BOCES' remote storage program. This provides districts with an added layer of security, allowing them to keep copies of their most important data at a storage facility off Long Island.

Also, this initiative will provide for a private secure network for school districts to communicate with each other during emergencies.

Improved support

As Nassau BOCES builds out the network, it also will move and improve its network operations center (NOC), which is currently located at the Joseph M. Barry Career & Technical Education Center in Westbury. The school needs more room to provide real-world training for high school and adult students. With this in mind, Nassau BOCES created a space for the NOC when designing its Robert E. Lupinskie Center for Curriculum, Instruction and Technology two years ago.

"Once the NOC move is completed, this building is going to become a true technical support center, staffed 24 hours a day, seven days a week," Carfora said.

About Nassau BOCES

Established in 1967, the Board of Cooperative Educational Services of Nassau County (Nassau BOCES) is a public agency that serves the 300 schools and 225,000 students in the 56 local school districts of Nassau County. Nassau BOCES creates, develops and implements those programs and services that would otherwise be too costly for individual school districts. As a result, county residents enjoy all the benefits of locally controlled schools while reaping the financial savings of a large cooperative.

Nassau BOCES offers more than 130 cost-effective, shared programs and services, including special education, career training for high-school students and adults, alternative schools, technology education, and teacher training, as well as dozens of programs to expand educational opportunities and help districts operate more efficiently. Visit www.nassauboces.org for news, information and educational updates.

Susan Hlavenka

From: PAMELA CHRISTENSEN [pchriste@mail.nasboces.org]
Sent: Monday, April 30, 2012 2:53 PM
To: Susan Hlavenka
Cc: JOHN REZEK; DOMINIC POTENZA
Subject: Cost Comparison

As per our telephone conversation, I want to provide you with a comparison of your BOCES telecommunications billing for the 11/12 year to the 12/13 fiscal year.

For Current Fiscal Year:

Wide Area Network	\$ 13,494.00	
Existing Internet and Voice	\$ 35,430.60	
T1 Circuits to Sparke and Gallow	\$ 5,782.12	
		\$ 54,706.72

For 2012-2013 Fiscal Year:

Wide Area Network	\$ 13,494.00	
BoTIE Internet and Voice	\$ 30,132.00	(replaces existing Internet and Voice)
T1 Circuits to Sparke and Gallow	\$ 5,782.12	
		\$ 49,408.12

The replacement of the existing Internet and Voice service with BoTIE service will save the district \$ 5,298.60. Please note that in addition to the financial savings, you will have increased Internet service. The available bandwidth today is 10 MBPS while the BoTIE bandwidth will be 100 MBPS.

Finally, let me note that the service will be provided across Gigabit fiber optic connectivity between the school district and Nassau BOCES. The installation cost for that connectivity is being covered by Nassau BOCES. The connections can be used for services other than Internet and Voice; some districts are using it for data replication, for example. We are looking forward to suggestions from our district partners as to how best to utilize this "highway".

I hope this information helps, Susan. Please feel free to call if you need anything else from me. Thank you.

Pam Christensen
Executive Manager-Telecommunications
Nassau BOCES
516-832-2888 (Desk)
516-987-6499 (Cell)
516-396-2440 (Fax)



TO: John Rezek

FROM: Pam Christensen

DATE: 4/27/12

RE: BoTIE Network Agreement

Enclosed for your review are the documents necessary for us to proceed with our Island Trees UFSD/Nassau BOCES project to provide Gigabit connectivity, Internet and Voice services.

The following documents are included:

1. The agreement between BOCES and the district.
2. Exhibit A: a description of services
3. Exhibit B: a statement of the termination site
4. Exhibit C: a summary of the costs associated with the project

PLEASE NOTE the following:

1. The agreement calls for a resolution of your Board (see Section 8c) as well as signed copies of the agreement itself.
2. We need **4 (four)** agreements, including all exhibits, with original signatures back from you. Please send them to my attention at--

Nassau BOCES Telecommunications Services
71 Clinton Rd
Garden City, NY 11530

3. The signing date needs to be filled in on the first page of the agreement.
4. The name and address of the District's attorney needs to be filled in on page 10.

We look forward to working with the district on this project and thank you for the opportunity to do so.



Letter of Agreement Between
Island Trees Union Free School District and Nassau BOCES

AGREEMENT made this day of , 2012 by and between ISLAND TREES UNION FREE SCHOOL DISTRICT (herein "the School District"), with its principal offices at 74 Farmedge Rd., Levittown, NY 11756 and THE BOARD OF COOPERATIVE EDUCATIONAL SERVICES OF NASSAU COUNTY, (herein "BOCES"), with its principal offices at The Administrative Building, 71 Clinton Road, Garden City New York 11530.

WHEREAS, in support of the New York State Education Department's Long Range Plan For Technology in Elementary and Secondary Education in New York State (the "NYSED Plan"), Nassau BOCES and the School District are participating in Nassau BOCES' Power School, Data Warehouse, Finance Manager, Library Automation and NY State Reporting and Test Scoring ("Administrative Technology Projects"), as shared multi-year cooperative services, and

WHEREAS, the School District the design, construction and installation of fiber-based private network service for Internet and phone services in order to participate in the NYSED Plan and Administrative Technology Projects; and

WHEREAS, BOCES intends to facilitate School Districts' participation in the NYSED Plan and Administrative Technology Projects; and

WHEREAS, BOCES is able to provide such services to the School District, through its public bids with telecommunication vendors, contractors and utilities, subject to and upon the terms and conditions set forth in this Agreement; and

NOW, THEREFORE, BOCES and the School District agree as follows:

1. BOCES shall complete the purchase or lease of the equipment (the "Equipment") and provide the services (the "Services") described in Exhibit A attached hereto and made a part hereof and shall provide the Services to the School District utilizing the Equipment, subject to and upon the terms and conditions set forth in this Agreement. At no time shall the equipment become the property of the School District; the equipment shall remain the property of BOCES or the vendor/subcontractor.

2. BOCES, its representatives and/or designees shall install the Equipment and perform the Services at the locations listed on Exhibit B (the "Participating Sites"). The School District shall fully cooperate with BOCES, its representatives and designees and the vendors and suppliers of the Equipment and Services to implement all of the transactions contemplated by this Agreement and shall take all action, reasonably requested by BOCES to install the Equipment and to perform the Services at the Participating Sites. Without limiting the generality of the foregoing:

(a) Prior to the installation of the Equipment, the School District shall identify and designate a person or persons (the "School District Designee") who shall be responsible for assisting BOCES (and the vendors, suppliers or providers of the Equipment and Services) with respect to the installation of the Equipment and/or rendering of Services. The School District Designee shall have authority to act on behalf of the School District to implement this Agreement and shall act as the liaison between the School District and BOCES and any third party acting on behalf of or in conjunction with BOCES in connection with the implementation of SERVICES.

(b) During the term of this Agreement, representatives and designees of BOCES shall have access to the School District facilities and telephones including the Participating Sites from 8:30 a.m. to 4:30 p.m. for the purpose of site preparation, Equipment installation and on-going work and/or maintenance and rendering of Services as provided for in this Agreement. The School District acknowledges and agrees that access to such facilities and telephones may also be required outside of normal working hours which access shall be granted by the School District upon reasonable notice.

(c) The School District shall be responsible for all site preparation necessary or desirable to consummate the transactions contemplated by this Agreement which shall include, without limitation:

- (i) To assure that all sites affected by the installation of the Equipment are ready for such installation including, without limitation, appropriate precautions to protect the Equipment as BOCES may reasonably specify.
- (ii) The removal or moving of all heavy furniture, file cabinets, desks and supplies, etc., as necessary.
- (iii) The detection, removal and/or abatement of asbestos, hazardous waste or other pollutants as BOCES may reasonably specify, provided, however, the School District may in its reasonable discretion and at its sole cost and expense, change the location of the installation site to minimize or eliminate such asbestos or hazardous waste abatement.
- (iv) Compliance with all laws, rules, regulations and ordinances, including, without limitation, obtaining all required work or building permits, consents and all rights of way.

(d) BOCES and/or the vendor may at its discretion remove any equipment at the termination of this agreement; however, neither BOCES nor the vendor shall be required to remove such equipment. In the event BOCES or the vendor does elect to

remove the equipment, the School District shall cooperate with BOCES or the vendor and do all things reasonably necessary to permit the removal of property without any charge to BOCES or the vendor.

3. (a) The School District acknowledges and agrees that a substantial portion of the Equipment and Services shall be provided by Sidera Networks of Long Island (the "Subcontractor") pursuant to a response to Request for Proposal # 2289.

Except as otherwise set forth herein, or unless the context indicates otherwise, the School District consents and agrees to all of the terms and conditions contained in the Subcontract, a copy of which is attached hereto together with the as Exhibit D, which are incorporated by reference herein, acknowledges that it is relying on the Subcontractor to perform the terms and conditions of this agreement and that except as otherwise set forth herein, or unless the context indicates otherwise, BOCES shall have no liability for any breach or failure to perform of install or provide the equipment and/or services which are the subject matter of this Agreement except that BOCES agrees in the event that School District shall be entitled to credits, reimbursements, payments or repayments of any kinds from the Subcontractor, or in the event BOCES shall be entitled to credits, reimbursements, payments or repayments from the Subcontractor on behalf of School District, BOCES shall promptly pay or provide School District with such payments, repayments, credits or reimbursements upon receipt of same by BOCES from the Subcontractor. Any act or omission of the School District which directly or indirectly causes BOCES to be in breach of the Subcontract shall be deemed to be and shall constitute a material breach of this Agreement. BOCES shall use commercially reasonable efforts to enforce the agreement between BOCES and the Subcontractor for the benefit of the

School District. School District shall advise BOCES promptly of any problems or failures in the equipment or services provided by the Subcontractor.

4. (a) The School District shall pay to BOCES the amounts and at such times as are set forth in Exhibit C attached hereto and made a part hereof.

(b) The School District shall pay all sums to BOCES provided for in this Agreement without any set-off, offset, abatement or deduction whatsoever which prohibition includes, without limitation, any sums which the School District may claim to be due it from BOCES under any other provision of this Agreement.

(c) Notwithstanding the foregoing, and in accordance with the conditions set forth in Paragraph 5 below, payments from the School District to BOCES set forth in Sub-paragraphs 4(a) and 4(b) above may be reduced by the amount of any E-Rate Discounts (as hereinafter defined) received by BOCES on behalf of the School District, if any.

5. (a) For the purposes of this Agreement, "E-Rate Discounts" shall mean and include discounts provided to schools for telecommunications service, Internet access, and internal computer connections pursuant to the "Universal Service Fund" provisions of the Telecommunications Act of 1996 and the rules and regulations promulgated there under.

(b) The School District shall be responsible for providing all information needed by BOCES from the School District in order that BOCES can file the appropriate applications and notifications with the Schools and Libraries Division (or any successor organization) that will qualify BOCES, and indirectly the School District, for appropriate E-Rate Discounts.

(c) The School District agrees to indemnify BOCES and its officers, directors, employees and agents, and hold them harmless against any E-Rate Discount refunds, penalties, losses, claims, damages, liabilities or expenses to which they may become subject arising out of BOCES' rendering of service under this Agreement unless such losses, claims, damages or liabilities arose out of BOCES' negligent action.

(d) Notwithstanding anything to the contrary contained in this Agreement, neither this Agreement nor any portion thereof, shall be conditioned upon the School District's eligibility for approval of, or receipt of E-Rate Discounts. Notwithstanding anything contained in the Agreement to the contrary, BOCES does not warrant, represent, or guarantee that the School District shall be eligible for E-Rate Discounts, or benefits of whatsoever kind, at any specific level or for any specific equipment or services.

6. School District will be billed monthly for services in accordance with BOCES usual billing provisions. In the event that (a) the School District fails to make any payment or charge under this Agreement within thirty (30) days after the date when any such payment or charge shall be due and payable, or (b) the School District is in material breach of this Agreement and such breach is not cured within thirty (30) days of BOCES' notice of such breach, or (c) the School District fails to perform any other obligation under this Agreement within thirty (30) days of BOCES' notice of such failure to perform, BOCES may, but is not obligated, to terminate this Agreement by giving notice to the School District. Upon such termination the School District shall be liable for and shall immediately pay BOCES upon demand any and

all payments, costs and expenses arising under this Agreement, subject however to Section 15. Whether or not BOCES chooses to terminate this Agreement, School District shall pay or reimburse BOCES for any and all charges, expenses or damages BOCES incurs as a result of School District's failure to perform any of its obligations under this Agreement in a timely manner.

7. (a) Except for the warranties and agreements expressly provided for herein, the Equipment is provided on an "AS IS" basis and there are no warranties, express or implied (including any regarding merchantability of fitness for a particular purpose), not specified herein, respecting services performed or equipment and materials furnished under this Agreement. BOCES shall transfer to School District any and all warranties, or the benefits thereof, provided by the vendor or manufacturer of any of the Equipment, to the extent such warranties or benefits are transferable.

(b) Notwithstanding anything contained in this Agreement to the contrary and except for BOCES obligations under Article 3 hereof, BOCES shall not be liable for any loss of profits, loss of use, or indirect, special, incidental or consequential damages of any kind in connection with or arising out of failure to furnish or furnishing of Services, Equipment, or materials or the performance or maintenance under this Agreement whether or not alleged in connection with tortuous conduct or otherwise; no obligation or liability shall arise or flow out of BOCES' rendering technical or other advice in connection with Services, Equipment or materials; BOCES' maximum liability regardless of the form of action taken shall not in any event exceed the amounts actually due and received by BOCES net of

payments to Subcontractor and Vendors.

(c) BOCES is excused from performance and shall not be liable for any delay in whole or in part, caused by the occurrence of any contingency beyond the reasonable control of BOCES or any of its subcontractors or vendors or suppliers. These contingencies include, without limitation, war, sabotage, insurrection, riot, or other act of civil disobedience, act of public enemy, failure or delay in transportation, act of any government or any agency or subdivision thereof affecting the terms of this Agreement or otherwise, judicial action, labor dispute, accident, fire, explosion, flood, severe weather or other act of God, shortage of labor, fuel, raw material or machinery or technical or yield failure.

8. (a) BOCES and the School District each hereby represents, warrants and agrees that:

- (i) the execution, delivery and performance of this Agreement and all of the transactions contemplated hereby have been duly authorized by it and no further corporate authority or action is required;
- (ii) this Agreement constitutes the valid and binding obligation of it, enforceable in accordance with the terms of this Agreement; and
- (iii) neither the execution nor delivery of this Agreement nor the consummation of the transactions contemplated hereunder conflicts with, or will result in a breach of any of the terms of or constitutes a default under any agreement or other instrument to which it is a party or any statute, law, rule or regulation which is applicable to such party.

(b) The School District further warrants, represents and agrees that:

- (i) its use of the Equipment and Services shall comply in all respects with all applicable laws, rules and regulations;
- (ii) School District's use of the Equipment and Services which are the subject of this Agreement are essential to its proper, efficient and economic operation of the education program to be supported by the Equipment and Services, and is necessary to maintain its educational program, and that this Agreement is in the best financial interest of the School District.
- (iii) The School District shall indemnify and hold harmless

BOCES from and against any and all losses, damages or expenses (including reasonable attorneys' fees) which BOCES may sustain (collectively "Losses") by reason of, or arising out of, any breach by the School District of any of its obligations under this Agreement except to the extent such Losses are caused by BOCES' negligence or intentional misconduct.(c) This Agreement is conditioned upon and shall not become effective until the Board of Education of the School District adopts a resolution and delivers a certified copy thereof to BOCES adopting the Agreement and setting forth each of the findings set forth in Article 8(b)(ii) which findings must also set forth the bases for finding that the Agreement is in the School District's best financial interest.

- (d) BOCES further warrants, represents and agrees that: BOCES shall indemnify and hold harmless the School District from and against any and all losses, damages or expenses (including reasonable attorneys' fees) which the School District may sustain (collectively "Losses") by reason of, or arising out of, any breach by BOCES of any of its obligations under this Agreement except to the extent such Losses are caused by the School District's negligence or intentional misconduct.

9. The School District may not assign this Agreement, the Equipment, or any of its rights or obligations hereunder or thereunder without the prior written consent of BOCES, which consent shall not be unreasonably withheld. BOCES may not assign this Agreement, the Equipment, or any of its rights or obligations hereunder or thereunder without the prior written consent of the School District, which consent shall not be unreasonably withheld subject to the rights of the vendor; however, the parties acknowledge that the vendor may, without the written consent of School District or BOCES, assign its rights and obligations hereunder or under its agreement with BOCES to an affiliate or subsidiary or to a successor to all or substantially all of its assets.

10. All notices, requests, demands, and other communications (collectively "Notices") given or made pursuant to this AGREEMENT shall be made in writing and shall be deemed to have been duly given if sent by certified or registered mail, return receipt requested, to the parties at the following addresses:

If to BOCES:

Nassau BOCES Telecommunications Services
71 Clinton Rd.
Garden City, New York 11530
Attention: Ms. Pamela Christensen

With a copy to:

Berkman, Henoch, Peterson & Peddy, P.C.
100 Garden City Plaza
Garden City, New York
Attention: David R. Kay, Esq.

If to the School District:

Island Trees Union Free School District
The District Office
74 Farmedge Rd.
Levittown, NY 11756
Attention: Mr. John Rezek

With a copy to:

Law Offices of:
Guercio & Guercio, LLP
77 Conklin St.
Farmingdale, NY 11735

11. This Agreement including the Exhibits attached hereto, sets forth the entire understanding of the parties with respect to its subject matter and supersedes all prior agreements, proposals, understandings, representations or warranties,

written or oral, between them as to such subject matter. This Agreement may not be amended, nor may any provision hereof be modified or waived, except by an instrument in writing duly signed by each party hereto.

12. This Agreement shall be governed by and construed in accordance with the laws of the State of New York applicable to agreements made and to be performed in the State of New York.

13. Nothing in this Agreement expressed or implied is intended to or shall be construed to confer upon or give to any person or entity other than the parties hereto and their successors or permitted assigns any rights or remedies under or by reason of this Agreement.

14. Notwithstanding anything to the contrary contained in this Agreement or otherwise, neither this Agreement, nor any portion thereof, nor any of the transactions contemplated by this Agreement are conditioned upon the eligibility for, approval of, or receipt by the School District and/or BOCES of financial aid from the State Education Department of the State of New York or any other governmental agency (collectively "Aid"). BOCES does not warrant, represent or guarantee that the School District, or any of the transactions contemplated by this Agreement, are or shall be eligible for Aid. Furthermore, the parties acknowledge that due to recent developments at the State Education Department, there is substantial uncertainty as to the Learning Technology Project Planning's or Administrative Technology Projects eligibility in whole or in part, for Aid, including the State Education Department's Memorandum to District Superintendent/BOCES Liaisons, dated October 11, 2000 regarding the Use of Third Party Contractors to Support

Instructional Technology Services, a copy of which has been provided to the School District and its legal counsel. Without limiting any of the foregoing, the School District acknowledges and agrees that in order to become and remain eligible for Aid relating to its Internet connectivity, it must at all times during the terms of this Agreement maintain its current level of application-related technology services, provided, however, there can be no assurances that doing so shall guarantee that such Aid shall be made available. Furthermore, the School District acknowledges and agrees that the availability of the Aid is also dependent on the New York State Education Department's continuing approval of the NYSED Plan

15. The School District may request that BOCES exercise any of its rights of termination for convenience, if contained in or provided by any agreement with a vendor or service provider providing services or products to the School District in connection with this Agreement ("Vendor Agreements"), or by the bid terms relating to such services or products ("Bid Terms"), which such rights may be exercised in BOCES reasonable discretion; provided, however, that any such request by the School District shall be subject to any and all terms, qualifications, and conditions contained in any such Vendor Agreement or Bid Terms to which BOCES is subject. Notwithstanding anything contained in such Vendor Agreement or the Bid Terms to the contrary, and in addition to any other rights or remedies that may be available to BOCES under this Agreement or otherwise, the School District shall continue to be liable for and pay, and shall indemnify and hold harmless BOCES from and against any and all claims, suits, liabilities, actions, costs and expense arising from any such Vendor Agreement, Bid Terms, or the termination thereof, less any payments, costs

and/or expenses which are actually avoided by BOCES as a result of any such exercise of its right of termination for convenience.

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the date set forth in the first paragraph.

Island Trees Union Free School District

By: _____
(Signature)

(Print Name)

(Title)

BOARD OF COOPERATIVE EDUCATIONAL
SERVICES OF NASSAU COUNTY

By: _____
(Signature)

(Print Name)

(Title)

Board of Cooperative Educational Services of Nassau County

EXHIBIT A

April, 2012

Island Trees Union Free School District

Gigabit Connectivity; 100 MBPS Fiber Optic Internet With Two ISDN PRI Voice Circuits

SERVICES

Nassau BOCES will provide the Island Trees Union Free School District with the following:

- The installation and maintenance of fiber optic based Gigabit connectivity between the district's hub site (Island Trees Middle School, 45 Wantagh Ave. S., Levittown, NY) and a designated Nassau BOCES Network Point of Presence.
- 100 MBPS Internet service with two ISDN PRI Voice Circuits.
- The design shall be in accordance with Nassau BOCES RFP # 2289 in support of the Nassau County BoTIE Network.
- The maintenance and repair of all and any installed Fiber Optic cables, poles, cable attachments and associated material for as long as this agreement is in effect.
- Underground conduit to be placed and maintained as required and agreed to by the school district and BOCES.

Board of Cooperative Educational Services of Nassau County

EXHIBIT B

April, 2012

Island Trees Union Free School District

**Gigabit Connectivity; 100 MBPS Fiber Optic Internet; Two ISDN PRI Voice
Circuits**

Participating Site:

Island Trees Middle School
45 Wantagh Ave. S.
Levittown, NY

EXHIBIT C

Nassau BOCES -Island Trees Union Free School District

Fiber Optic Services: Connectivity to BOCES POP; 100 MBPS Internet Service; Two ISDN PRJ Voice Circuits (RFP # 2289)

Voice Service includes local, regional and long distance calling; Directory Assistance and International Calling are not included

Charges for Wide Area Network Among District Buildings Not Included

Description	Mo. Fee	2012-2013 11 mos.	2013-2014 12 mos.	2014-2015 12 mos.	2015-2016 12 mos.	2015-2016 12 mos.	2017-2018 1 mos.
Fiber Optic Connectivity and Internet/Voice Services ¹							
One Time Service Installation/Initiation Fee for Leased Lines	Pd. By Nassau BOCES						
Charges for BOTIE Internet/Voice	\$2,137	\$23,507	\$25,644	\$25,644	\$25,644	\$25,644	\$2,137
Subtotals		\$23,507	\$25,644	\$25,644	\$25,644	\$25,644	\$2,137
State and Local Surcharges		\$1,763	\$1,923	\$1,923	\$1,923	\$1,923	\$160
Project Management & Coordination		\$2,351	\$2,564	\$2,564	\$2,564	\$2,564	\$214
TOTAL FEES		\$27,621	\$30,132	\$30,132	\$30,132	\$30,132	\$2,511

¹ Charges include local, regional and long distance calling. International calling and Directory Assistance are not included and will be billed separately and directly to the school district.

² As per the Agreement dated between Nassau BOCES and the School District, the term shall be five (5) years from the date service from a designated Nassau BOCES Network Point of Presence commences. The anticipated turn up of service is on or about August 1, 2012. This agreement concludes after a term of 60 months.

D(6)



ISLAND TREES PUBLIC SCHOOLS

Susan Hlavenka
Assistant Superintendent
for Business

516.520.2115 Phone
516.520.4970 Fax

ADMINISTRATIVE OFFICES, 74 Farnedge Road, Levittown, NY 11756-5202

MEMORANDUM

To: Dr. Charles Murphy
From: Mrs. Susan Hlavenka *SH*
Date: May 15, 2012

RE: Agenda Item-
Award – Window Glazing Repairs, Parts & Replacement

On behalf of the School Buildings & Grounds Association Cooperative Bidding Consortium, we acted as lead participant in the RFP for Window Glazing Repair, Parts & Replacement. We solicited proposals which were opened on April 19, 2012.

A total of five proposals were opened. Lou Di Padova, Director of Facilities, has reviewed the proposals against the specifications and recommends the RFP be awarded to two vendors as follows:

Items # 1 through 28 & 31 through 33 to Commercial Window Repair Solutions, Inc.
Items # 29 & 30 to The Window Group, Inc.

Although it may appear that several vendors had a lower unit price, their bid specified minimum charges and labor charges that were not reflected in their unit price. When you include these extra charges, their bids had a much higher net price.

A copy of the detailed bid results are attached for your reference. References have been checked for both vendors and we find them to be responsible bidders. I am asking that the bid be awarded to the lowest bidders, Commercial Window Repair Solutions, Inc. & The Window Group, as presented.

Recommended Action: That, the Island Trees UFSD as lead participant of the School Buildings & Grounds Association Cooperative Bidding Consortium, award RFP # 673.012.012A to Commercial Window Repair Solutions, Inc., 21 Ironstone Drive, Rochester, NY 14624 for Items # 1 through 28 & 31 through 33 & to award The Window Group, Inc., 19 Middlesworth Farm Road, Long Valley, NJ 07853 for Items # 29 & 30.

Patricia Guidice

From: LOUIS DIPADOVA
Sent: Monday, May 14, 2012 10:58 AM
To: Patricia Guidice
Cc: Susan Hlavenka
Subject: Window Glazing Repairs, Parts, & Replacement Bid Recommendation
Pat,

Each of the references listed below have been contacted regarding the qualifications and experience of Commercial Window Repair Solutions, Inc. Mr. Margolis of Cold Spring Harbor CSD stated that the Commercial Window goes "above and beyond expectation" and performs quality work. Mr. Monkelbaan of the Buffalo VA stated Commercial to be knowledgeable and highly recommended the firm. Dan Johnson of the Greece CSD was satisfied with Commercial Window's workmanship and responsiveness to the District's window repair needs.

Eric Monkelbaan
Building Maintenance Supervisor
Buffalo VA Medical Center
3495 Bailey Avenue
Buffalo, New York 14215
716-862-6505
716-862-8618 fax

Mark Margolies
Director of Building and Grounds
Cold Spring Harbor CSD
75 Goose Hill Rd.
Cold Spring Harbor, New York 11724
631-367-5938
631-367-2467 fax

Dan Johnson
Structural Group Leader
Facility Operations and Planning
Greece Central School District
1790 Latta Road
Rochester, New York 14612
585-621-1000 x2757
585-966-2741 fax

Based upon these references and the bid results, please consider Commercial Window Repair Solutions, Inc the following portions of the contract:

Items 1 to 15 Glazing Repairs
Items 16 to 22 Channel Balances
Items 23 to 24 Spiral Balances
Items 25 to 28 Non tilt Balances
Items 31 to 33 Tape Balances

For Items 29 to 30, Ultra lift Balances, please consider The Window Group, Inc. This vendor was the lowest bidder in this category and performed satisfactory repairs for the 2011-12 Cooperative Bid School District Participants.

Please let me know if you require additional information.

Thank you,
Lou

5/15/2012



ISLAND TREES PUBLIC SCHOOLS

Susan Hlavenka
Assistant Superintendent
for Business

516.520.2115 Phone
516.520.4970 Fax

ADMINISTRATIVE OFFICES, 74 Farnedge Road, Levittown, NY 11756-5202

MEMORANDUM

To: Dr. Charles Murphy
From: Susan Hlavenka
Date: May 21, 2012

RE: Agenda Item-
Bid Award - Softball Scoreboard

In lieu of a scoreboard costing \$3,000 that Quick Snack Vending agreed to provide as part of the vending agreement approved earlier this year (copy attached), Quick Snack will contribute \$3,000 to the district toward the purchase & installation of a larger scoreboard.

As the anticipated total cost of the scoreboard was estimated to be under \$20,000, the District issued an RFQ (Request for Quotes). The RFQ opening for a Softball Scoreboard was held on May 17, 2012. A total of three bids were opened and read aloud. The lowest bidder was Young Equipment Sales, Inc. with a bid of \$19,755, with installation. I am asking that the RFQ be awarded to the low bidder, Young Equipment Sales, Inc. A copy of the detailed bid results are attached.

Recommended Action: That the Board of Education award bid #673.012.016, Softball Scoreboard, to Young Equipment Sales, Inc., 325 Rabro Drive, Suite 1, Hauppauge, NY 11788 in the amount of \$19,755.00, of which \$3,000 will be offset by a contribution from Quick Snack Vending, and to authorize the Board President to enter into a contract for same.

**DOVER GOURMET CORPORATION
QUICK SNACK VENDING**

11 Skyline Drive
Plainview, New York 11803
516-933-4444
Facsimile 516-933-0 117
dovergroupny.com

January 18, 2012

Ms. Susan Hlavenka
Assistant Superintendent for Business
Island Trees Public Schools
74 Farmedge Road
Levittown, New York 11756

Re: Vending Machine Service Agreement

Dear Ms. Hlavenka:

As we have discussed on the telephone, we are pleased to enter into this agreement with your District wherein we will provide vending machine services to the District. As one of Long Island's most respected vending machine service providers, we are certain that you will be pleased with our professional and reliable service. All of the terms and conditions contained in the Nassau Board of Cooperative Educational Services, Cooperative Bidding Program, entitled Snack Vending Service, attached hereto are incorporated by reference and made a part of this Agreement except for the commission rate and scoreboard acquisition.

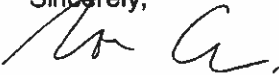
In this regard, Dover agrees to:

1. Install not less than seven (7) new, state-of-the art beverage vending machines, at no cost to the District. With the exception of the School Lunch Fund operated vending machines, Dover will be the exclusive provider of vending machine services in the District.
2. All machines will be serviced not less than twice per week, and will at all times be clean, operational and fully stocked with a variety of name brand and freshness-dated products. All product offerings will conform to the District's Wellness Policy. Upon the request of the District, timers shall be used to insure noncompliant items are not sold during the hours of school lunch sales.
3. All service and repair calls will be made within four (4) hours of Dover's receipt of a request for same.
4. All service personnel will be properly uniformed and will carry photo identification.
5. All requests for refunds will be fulfilled on the same day that a request is received by our office, and such refunds will be mailed directly to the person requesting same. If the District prefers that we maintain a "refund bank" at the individual school buildings, we will provide same upon request.

6. Dover will pay a monthly commission to the District in the amount of 25% of net sales (gross sales, less applicable New York State Sales Tax). Such payment will be made on or about the 15th day of the month for the prior month's sales, and will be accompanied by a computer generated report of sales activity for each vending machine. If the contract is renewed as allowed for in provision 10 of this agreement, the commission rate will revert to the full commission rate as mutually agreed upon by both parties.
7. In exchange for the negotiated reduced commission of 25%, Dover will provide the District with a sports field score board, at a cost of up to \$3,000.00 inclusive of delivery charge. Such scoreboard will be ordered within five (5) days of our receipt of this Agreement which has been executed by the District.
8. Dover will provide the District with a current Certificate of Insurance, naming the District as an "Additional Insured" and "Certificate Holder" on its general liability, and excess insurance policies.
9. Snack machines can be installed by Dover at any District location upon the District's request, with a first year commission rate of 25% of net sales as described above.
10. This Agreement will have a term of One (1) years from the date of its execution by the District, with three (4) additional Optional Terms of one (1) year each. The Optional Terms will be automatically granted if Dover is not in default of any of its responsibilities or obligations under this Agreement.
11. The District may cancel this Agreement at any time upon thirty (30) days notice to Dover Gourmet.

We have enclosed duplicate executed originals of this Agreement, and ask that you sign one (1) original and return it to us. The remaining executed original is for your file. We look forward to this opportunity to provide service to the Island Trees Public Schools.

Sincerely,



LOU CASALI
Vice President

AGREED:
Island Trees Public Schools

By: 

Printed Name and Title:

PATRICIA MATTON

Date:

1/18/12

**OFFICIAL TENDER
FORM OF PROPOSAL**

SOFTBALL SCOREBOARD

FOR: Softball Scoreboard

RFQ NO.: 673.012.016

TO: BOARD OF EDUCATION
ISLAND TREES U.F.S.D.
ADMINISTRATIVE OFFICES
74 FARMEDGE ROAD
LEVITTOWN, NY 11756-5202

PROPOSAL OF: Young Equipment Sales, Inc.
(NAME OF VENDOR)
325 Rabro Drive, Suite 1
(ADDRESS)
HARDPAGE, NY 11788
631-582-5900
(TELEPHONE)
5/15/12
(DATE)
[Signature]
(SIGNATURE)

I have received and examined the specifications for the referenced RFQ.

Softball Scoreboard without Installation

Nine Thousand, Five Hundred + Fifty Five DOLLARS
(BID IN WORDS)
\$ 9555⁰⁰
(BID IN NUMBERS)

**OFFICIAL TENDER
FORM OF PROPOSAL**

SOFTBALL SCOREBOARD

Page 2

Vendor Name: Young Equipment Sales, Inc.

Softball Scoreboard with Installation

Ten Thousand, Two Hundred DOLLARS
(BID IN WORDS)

\$ 10,200⁰⁰
(BID IN NUMBERS)

Patricia Guidice

From: JAMES CRANMER
Sent: Thursday, May 17, 2012 3:07 PM
To: Susan Hlavenka; Patricia Guidice
Subject: FW: Scoreboard Bid

From: Jamie Cipollina [mailto:jamie.cipollina@theyesexperience.com]
Sent: Thursday, May 17, 2012 1:47 PM
To: JAMES CRANMER
Subject: Scoreboard Bid

Jim,

So sorry for the mix up on the bid I submitted ...

Please be advised that I will provide The Model 8324LS Scoreboard By All American Scoreboards – Wireless with console - Supplied and installed for \$19,755.00

Installation will include the 140 feet of trenching, 20AMP feed from existing scoreboard to new location, New I beams and Concrete footings..

Thanks,

Jamie Cipollina

×



ISLAND TREES PUBLIC SCHOOLS

Susan Hlavenka
Assistant Superintendent
for Business

516.520.2115 Phone
516.520.4970 Fax

ADMINISTRATIVE OFFICES, 74 Farnedge Road, Levittown, NY 11756-5202

MEMORANDUM

To: Dr. Charles Murphy
From: Susan Hlavenka
Date: May 21, 2012

RE: Agenda Item-
Award – Driver Education Instruction

In the past, we have only had one company, East Meadow Driving School submit a proposal for Driver Education Instruction. East Meadow has ,therefore, been providing the program for many years; not entirely without problems. Earlier this year, we received information that two other vendors would be interested in submitting proposals.

We issued an RFP for Driver Education Instruction which was opened on May 8, 2012. A total of three proposals were opened. Two of the vendors, Fitzgerald Driving School & KP Drivers Education Consultant, work in conjunction with one another. Fitzgerald does the car portion and KP does the lectures. The lowest proposal was from Fitzgerald Driving School & KP Drivers Education Consultant. The combined cost of the program is \$400.00 per student, all of which will be padded on to the participants. This rate is \$35.00 less than the current price paid to East Meadow Driving School. Both Fitzgerald's and KP's references have been checked and we find them to be responsible bidders. A copy of the detailed results are attached. I am asking that the bid be awarded to the lowest bidders, Fitzgerald Driving School & KP Drivers Education Consultant.

Recommended Action: To award RFP #673.012.015, to Fitzgerald Driving School, 1350 Deer Park Avenue, North Babylon, NY 11703 & KP Drivers Education Consultant, 72 West 21st Street, Deer Park, NY 11729 as detailed below, and to authorize the Board President to enter into a contract for same.

Fitzgerald Driving School	In- car instruction	\$275.00 per student
K.P Drivers Education Consultant	Lecture classes	\$125.00 per student

**OFFICIAL TENDER
FORM OF PROPOSAL**

FOR: Driver Education Instruction

RFP # 673.012.015

TO: Board of Education
Island Trees U.F.S.D.
Administrative Offices
74 Farmedge Road
Levittown, NY 11756-5202

PROPOSAL OF: Karen Perroul
(NAME OF VENDOR)
72 West 27th St
(ADDRESS)
Deer Park NY 11729
631-645-7993
(TELEPHONE)
5/8/12
(DATE)
[Signature]
(SIGNATURE)

I have received and examined the specifications for the referenced RFP.

COST PER STUDENT

One hundred twenty five DOLLARS
(BID IN WORDS)

\$ 125
(BID IN NUMBERS)

* for Lectures only
I work with Fitzgerald's
Driving School for
Car groups

**OFFICIAL TENDER
FORM OF PROPOSAL**

FOR: Driver Education Instruction

RFP # 673.012.015

TO: Board of Education
Island Trees U.F.S.D.
Administrative Offices
74 Farmedge Road
Levittown, NY 11756-5202

PROPOSAL OF: Fitzgerald's Driving School
(NAME OF VENDOR)
1350 Deer Park Ave
(ADDRESS)
North Babylon, NY 11703
(631) 667-9642
(TELEPHONE)
MAY 7 2012
(DATE)
Barbara Fitzgerald
(SIGNATURE)

I have received and examined the specifications for the referenced RFP.

COST PER STUDENT

Two hundred + seventy Five DOLLARS
(BID IN WORDS)

\$ 275.00
(BID IN NUMBERS)