

AGENDA

BOARD OF EDUCATION • LEVITTOWN, NEW YORK

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

ANNUAL MEETING

LEVITTOWN MEMORIAL EDUCATION CENTER
Tuesday, May 19, 2015

8:30 P.M.
Success for Every Student

Anyone requiring a sign language interpreter for this meeting should notify the District Clerk at 434-7002, at least five (5) days before the meeting

I. CALL TO ORDER

Call to order

Inclusive

- A. 8:00 P.M. - Anticipated Motion to move to Executive Session.

Recommended Motion: "BE IT RESOLVED, that the Levittown Board of Education does, hereby, move to Executive Session to discuss the following items: legal and/or personnel items."

- B. 8:30 P.M. Reconvene Public Session

1. Pledge of Allegiance
2. Moment of Silence

II. PUBLIC BE HEARD

III. ACTION ITEMS: NEW BUSINESS

1. Inter-municipal Agreement with Nassau County

Enclosure

Recommended Motion: "RESOLVED, that the Levittown Board of Education does, hereby, approve an inter-municipal agreement with Nassau County for improvement to various areas at the schools in the district. The County will provide the District with \$438,000 to fund these projects;

BE IT FURTHER RESOLVED, that the Superintendent of Schools is, hereby, authorized to execute the contract."

2. SEQRA Type II- Projects Funded by Nassau County

Inclusive

Recommended Motion: "WHEREAS, the Board of Education of the Levittown Union Free School District is entering into an inter-municipal agreement with the County of Nassau in connection with a Project to install paths, build bleachers and repair sidewalks at various school buildings in the District (the "Project"); and

WHEREAS, the Project is subject to classification under the State Environmental Quality Review Act ("SEQRA"); and

WHEREAS, the replacement, rehabilitation or reconstruction of an existing structure or facility, in kind, on the same site, is classified as a Type II Action under the current Department of Environmental Conservation SEQRA Regulations (Section 6 N.Y. C.R.R. 617.5(c)(2)); and

WHEREAS, the SEQRA Regulations declare Type II Actions to be actions that have no significant impact on the environment and require no further review under SEQRA; and

WHEREAS, the Board of Education, as the only involved agency, has examined all information related to the Project and has determined, in connection with its review and examination of the Project, that the Project is properly classified as a Type II Action pursuant to SEQRA Regulations.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Education hereby declares itself as the lead agency in connection with the requirements of SEQRA; and

BE IT FURTHER RESOLVED, that the Board of Education hereby declares that the Project is a Type II Action, which requires no further review under SEQRA; and

BE IT FURTHER RESOLVED, that the Board of Education hereby authorizes the transmission of an official copy of this Resolution to the New York State Education Department in connection with the District's application for approval of the Project."

3. Contract for Division Avenue Prom Venue

Enclosure

Recommended Motion: "RESOLVED, that the Board of Education does, hereby, approve the attached contract with Crest Hollow Country Club for the Division Avenue High School Senior Prom Thursday, June 9, 2016;

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

4. Special Education Contracts

Enclosure

Recommended Motion: "RESOLVED, that the Levittown Board of Education does, hereby, approve the attached contracts between the Levittown Public Schools and the GB Innovations to provide special education services for the 2014-15 and 2015-16 school years.

- GB Innovations May 1 to June 30, 2015
- GB Innovations July 1, 2015 to June 30, 2016

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

5. Certification of Vote

Inclusive

Recommended Motion: "BE IT RESOLVED, that the Levittown Board of Education does, hereby, certify the results of Proposition No. 1 (school district budget vote), Proposition No. 2 (library budget vote) and Board member elections for the school district and library which took place on Tuesday, May 19, 2015, from 7:00 A.M. to 8:00 P.M. with the following results:

PROPOSITION NO. 1: “BE IT RESOLVED, that the School District budget for the school year 2015-2016 proposed by the Board of Education in accordance with Section 1716 of the Education Law and on file with the District Clerk shall be approved and the necessary taxes be levied therefor on the taxable real property of the district.

Results:	Yes	No
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SCHOOL DISTRICT BOARD CANDIDATES

	Name	# of votes
1A	Ed Powers	
1B	Kevin Regan	
1C	Marianne Adrian	“

PROPOSITION NO. 2: “RESOLVED, that the Library budget for the year 2015-2016 proposed by the Board of Trustees of the Levittown Public Library, and a levy of a tax therefor in accordance with Section of 259 of the Education law be approved.

Results:	Yes	No
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LIBRARY BOARD TRUSTEE

	Name	# of votes
3A	Susan Maher	“

IV. MOTION TO ADJOURN

Levittown Public Schools

CONTRACT REQUEST FORM

Only the Board of Education is authorized to enter into contracts for the District. Please use this form when you need to get a vendor approved to perform services for the District. Please leave enough lead time in the process. The contract must go to the Board of Education prior to the services being performed. Additionally, a Purchase Order must be completed in Finance Manager. Once approved, please include the Board of Education approval date in the body of your Purchase Order (it streamlines the PO approval process and the audit of District payments). Thank You.

Date: May 11, 2015

Vendor/Organization Name: Nassau County Legislature

Date(s) of Service: N/A

Description of Services: Donation of \$438,000 for the following projects:
(i) install a path from Summit Lane to the Division Avenue High School track; (ii) install a path from MacArthur High School to its parking lot; (iii) install a path from MacArthur High School to its track; (iv) install a path at Gardiners Avenue Elementary School; (v) install bleachers at the baseball fields at both Division Avenue and MacArthur High Schools; and (vi) repair the sidewalk at the athletic fields on Wantagh Avenue ("Project.

Rate for Services: N/A

Prior Year Rate for Services: N/A

Administrator Requesting: Chris Milano

Budget Code (on purchase order): N/A

Purchase order # N/A

Routing:

- | | |
|------------------------------------|--|
| 1. Attorney review: | <u>April 30, 2015</u> |
| 2. Business Office Review | <u><i>William J. Pastore</i></u> |
| 3. Board of Education Meeting date | <u>June 10, 2015 May 19, 2015</u> |

Return to: William J. Pastore/Jill Stieger

DENNIS DUNNE, SR.
LEGISLATOR, DISTRICT 15



CHAIRMAN,
VICE CHAIRMAN,
MEMBER,

COMMITTEES:

PUBLIC SAFETY
PLANNING, DEVELOPMENT
& THE ENVIRONMENT
RULES
MINORITY AFFAIRS
GOVERNMENT SERVICES
& OPERATIONS

NASSAU COUNTY LEGISLATURE
THEODORE ROOSEVELT EXECUTIVE AND LEGISLATIVE OFFICE BUILDING
1550 FRANKLIN AVENUE, MINEOLA, NEW YORK 11501
(516) 571-6215
e-mail: ddunne@attglobal.net

April 27, 2015

Tonie McDonald, Ed.D., Superintendent
Levittown Public Schools
150 Abbey Lane
Levittown, New York 11756

Dear Superintendent McDonald:

Enclosed please find a revised inter-municipal agreement (IMA) between Nassau County (County) and Levittown Public Schools (District), with reference to assisting the District in funding the improvement to various paths at the schools of the District. The original did not include one of the requested items which has now been included.

This IMA must be executed by District and returned to me for processing to enable me on behalf of the County to secure the requested funding. Once received, I will guide the matter through the County's approval process. Please make sure the IMA is executed in BLUE ink.

Some reminders: nothing should be purchased prior to the receipt of a fully executed version of the agreement to avoid possible non-payment; payment may only be made upon a submission of an executed County voucher available from the Nassau County Comptroller, with appropriate backup; District must be a registered vendor with the County; the District's tax identification number should be included in the correspondence when the IMA is returned; finally, a State Environmental Quality Review Act (SEQRA) determination statement must be provided to County with the IMA in order for the IMA to be processed.

I look forward to moving forward to assist District with this project. Please let me know when the IMA is ready for action by the County.

Very truly yours,

Dennis Dunne, Sr.
Legislator-District 15
Nassau County Legislature

Cc: Mr. Chris Milano
Levittown Public Schools (Electronic Mail Only)

Attachment: contract with Nassau County Legislature (1762 : Inter-Municipal Agreement with Nassau County Legislature)

AGREEMENT BETWEEN THE COUNTY OF NASSAU, NEW YORK AND
LEVITTOWN PUBLIC SCHOOLS
IN RELATION TO INTER-MUNICIPAL COOPERATION

THIS AGREEMENT ("Agreement") made and dated as of the date (the "Effective Date") that this Agreement is executed by Nassau County, by and between the County of Nassau, a municipal corporation, having its principal offices at 1550 Franklin Avenue, Mineola, New York 11501 (the "County") and the Levittown Public Schools, having its principal offices at 150 Abbey Lane, Levittown, NY 11756 (the "District").

WITNESSETH:

WHEREAS, it is in the best interests of the County and the District to share resources in the undertaking of municipal improvement projects and other purposes, as authorized by Article 5-G of the General Municipal Law ("GML") of the State of New York; and

WHEREAS, each party hereto has certain resources, including equipment, personnel and financing which is available to carry out such projects and purposes; and

WHEREAS, it is possible to make such resources available for mutual use when it is in the public interest; and

WHEREAS, it is desirable for the County and the District to undertake a certain project as authorized by the GML through this Agreement; and

NOW, THEREFORE, in consideration of the mutual covenants set forth herein, the parties hereto do agree as follows:

Section 1. The County and the District each represent that they are authorized, pursuant to Article 9, § 1 of the New York State Constitution and Article 5-G of the GML to enter into intergovernmental agreements to undertake the project, as described herein.

Section 2. The County and the District, believing it to be in their respective best interests, do hereby authorize inter-municipal cooperation for the project as hereinafter defined.

Section 3. Under all applicable rules of public bidding and procurement, the District will undertake a project to: (i) install a path from Summit Lane to the Division Avenue High School track; (ii) install a path from MacArthur High School to its parking lot; (iii) install a path from MacArthur High School to its track; (iv)

install a path at Gardiners Avenue Elementary School; (v) install bleachers at the baseball fields at both Division Avenue and MacArthur High Schools; and (vi) repair the sidewalk at the athletic fields on Wantagh Avenue ("Project"). The District represents and warrants that it has completed its review of the project pursuant to the applicable provisions of the New York State Environmental Quality Review Act ("SEQRA") and has provided the County with documentations evidencing its SEQRA compliance.

Section 4. The County shall provide FOUR HUNDRED AND THIRTY-EIGHT THOUSAND dollars (\$438,000.00) ("Funds") to the District for the purchase of goods and services in connection with the Project. Payment shall be made to the District in arrears and on a reimbursement basis and shall be contingent upon (i) the District submitting a claim voucher (the "Voucher") in a form satisfactory to the County, that (a) states with reasonable specificity the services provided and the payment requested as consideration for such services, (b) certifies that the services rendered and the payment requested are in accordance with this Agreement, and (c) is accompanied by documentation satisfactory to the County supporting the amount claimed, and (ii) review, approval and audit of the Voucher by the County and/or the County Comptroller or his/her duly designated representative (the "Comptroller").

Section 5. The District shall use these Funds solely for the Project no later than five (5) years from the execution of this Agreement. The County's role in the Project shall be limited to providing the Funds. Accordingly, the County shall have no responsibility or liability to any person or entity for any element of the Project

Section 6. The District shall accept full ownership, liability, and maintenance responsibilities for the Project. The County shall not be obligated to contribute any funds or incur any costs or burdens associated with the project, except as provided in Section 4 herein.

Section 7. Regardless of whether required by Law (as defined herein), the District shall, and shall cause its agents to, conduct their activities in connection with this Agreement so as not to endanger or harm any person or property. The District shall deliver services under this Agreement in a professional manner consistent with applicable best practices. The District shall ensure that all approvals, licenses, and certifications ("Approvals") which are necessary or appropriate are obtained.

Section 8. The County and the District shall comply with any and all federal, state and local Laws, including those relating to conflicts of interest, discrimination, and confidentiality, in connection with their performance under this Agreement. In furtherance of the foregoing, the District is bound by and shall comply with the terms

of Appendix EE attached hereto. As used in this Agreement the word "Law" includes any and all statutes, local laws, ordinances, rules, regulations, applicable orders, and/or decrees, as the same may be amended from time to time, enacted, or adopted.

Section 9. The District shall maintain and retain, for a period of six (6) years following the termination of this Agreement, complete and accurate records, documents, accounts and other evidence, whether maintained electronically or manually ("Records"), pertinent to its individual performance under this Agreement. Such Records shall at all times be available for audit and inspection by the County Comptroller, or any other governmental authority with jurisdiction over the provision of services hereunder and/or the payment therefor, and any of their duly designated representatives. The provisions of this Section shall survive termination of this Agreement.

Section 10.

- a) The District shall be solely responsible for and shall indemnify and hold harmless the County, its officers, employees and agents ("Indemnified Parties") from and against any and all liabilities, losses, costs, expenses (including, without limitation, attorney's fees and disbursements) and damages ("Losses"), arising out of or in connection with any acts or omissions of the District or any agent of the District in the maintenance and control of the project undertaken pursuant to this Agreement, regardless of whether due to negligence, fault, or default, including Losses in connection with any threatened investigation, litigation or other proceeding or preparing a defense to or prosecuting the same.
- b) The District shall, upon the County's demand and at the County's direction, promptly and diligently defend, at the District's own risk and expense, any and all suits, actions, or proceedings which may be brought or instituted against one or more Indemnified Parties and the District shall pay and satisfy any judgment, decree, loss or settlement in connection therewith.
- c) The District shall, and shall cause its agents to, cooperate with the County in connection with the investigation, defense or prosecution of any action, suit or proceeding.
- d) The provisions of this Section shall survive termination of this Agreement.

Section 11. Nothing contained herein shall be construed to create an employment or principal-agent relationship, or a partnership or joint venture, between the County and any officer, employee, servant, agent or independent contractor of the District, or between the District and any officer, employee, servant, agent or independent

contractor of the County, and neither party shall have the right, power or authority to obligate or bind the other in any manner whatsoever.

Section 12. Notwithstanding any other provision of this Agreement:

- a) **Approval and Execution.** The County shall have no liability under this Agreement (including any extension or other amendments of this Agreement) to any person unless (i) all County approvals have been obtained, including, if required, approval by the County Legislature, and (ii) this Agreement has been executed by the County Executive or his/her designee.
- b) **Availability of Funds.** The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any person beyond funds appropriated or otherwise lawfully available for this Agreement, and, if any portion of the funds for this Agreement are from the state and/or federal governments, then beyond funds available to the County from the state and/or federal governments.

Section 13. This Agreement represents the full and entire understanding and agreement between the County and the District with regard to the subject matter hereof and supersedes all prior agreements (whether written or oral) of the parties relating to the subject matter of this Agreement.

Section 14.

- a) The undersigned representative of the County of Nassau hereby represents and warrants that the undersigned is an officer, director or agent of the County of Nassau with full legal rights, power and authority to sign this Agreement on behalf of the County of Nassau and to bind the County of Nassau with respect to the obligations enforceable against the County of Nassau in accordance with its terms.
- b) The undersigned representative of the District hereby represents and warrants that the undersigned is an officer, director or agent of the District with full legal rights, power and authority to sign this Agreement on behalf of the District and to bind the District with respect to the obligations enforceable against the District in accordance with its terms.

IN WITNESS WHEREOF,

COUNTY OF NASSAU

By _____ Date _____
Deputy County Executive

Print Name _____

LEVITTOWN PUBLIC SCHOOLS

By _____ Date _____
Superintendent

Print Name _____

EXECUTE in BLUE INK.

STATE OF NEW YORK)
)ss.:
 COUNTY OF NASSAU)

On the ____ day of _____ in the year 20__ before me personally came _____ to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of _____; that he or she is the _____ of _____, the corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto by authority of the board of directors of said corporation.

NOTARY PUBLIC

STATE OF NEW YORK)
)ss.:
 COUNTY OF NASSAU)

On the ____ day of _____ in the year 20__ before me personally came _____ to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of _____; that he or she is the County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

NOTARY PUBLIC

Appendix EE

Equal Employment Opportunities for Minorities and Women

The provisions of this Appendix EE are hereby made a part of the document to which it is attached.

The Contractor shall comply with all federal, State and local statutory and constitutional anti-discrimination provisions. In addition, Local Law No. 14-2002, entitled "Participation by Minority Group Members and Women in Nassau County Contracts," governs all County Contracts as defined by such title and solicitations for bids or proposals for County Contracts. In accordance with Local Law 14-2002:

(a) The Contractor shall not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status in recruitment, employment, job assignments, promotions, upgradings, demotions, transfers, layoffs, terminations, and rates of pay or other forms of compensation. The Contractor will undertake or continue existing programs related to recruitment, employment, job assignments, promotions, upgradings, transfers, and rates of pay or other forms of compensation to ensure that minority group members and women are afforded equal employment opportunities without discrimination.

(b) At the request of the County contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, union, or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability, or marital status and that such employment agency, labor union, or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein.

(c) The Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the County Contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

(d) The Contractor shall make Best Efforts to solicit active participation by certified minority or women-owned business enterprises ("Certified M/WBEs") as defined in Section 101 of Local Law No. 14-2002, including the granting of Subcontracts.

(e) The Contractor shall, in its advertisements and solicitations for Subcontractors, indicate its interest in receiving bids from Certified

M/WBEs and the requirement that Subcontractors must be equal opportunity employers.

(f) Contractors must notify and receive approval from the respective Department Head prior to issuing any Subcontracts and, at the time of requesting such authorization, must submit a signed Best Efforts Checklist.

(g) Contractors for projects under the supervision of the County's Department of Public Works shall also submit a utilization plan listing all proposed Subcontractors so that, to the greatest extent feasible, all Subcontractors will be approved prior to commencement of work. Any additions or changes to the list of subcontractors under the utilization plan shall be approved by the Commissioner of the Department of Public Works when made. A copy of the utilization plan any additions or changes thereto shall be submitted by the Contractor to the Office of Minority Affairs simultaneously with the submission to the Department of Public Works.

(h) At any time after Subcontractor approval has been requested and prior to being granted, the contracting agency may require the Contractor to submit Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises. In addition, the contracting agency may require the Contractor to submit such documentation at any time after Subcontractor approval when the contracting agency has reasonable cause to believe that the existing Best Efforts Checklist may be inaccurate. Within ten working days (10) of any such request by the contracting agency, the Contractor must submit Documentation.

(i) In the case where a request is made by the contracting agency or a Deputy County Executive acting on behalf of the contracting agency, the Contractor must, within two (2) working days of such request, submit evidence to demonstrate that it employed Best Efforts to obtain Certified M/WBE participation through proper documentation.

(j) Award of a County Contract alone shall not be deemed or interpreted as approval of all Contractor's Subcontracts and Contractor's fulfillment of Best Efforts to obtain participation by Certified M/WBEs.

(k) A Contractor shall maintain Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises for a period of six (6) years. Failure to maintain such records

shall be deemed failure to make Best Efforts to comply with this Appendix EE, evidence of false certification as M/WBE compliant or considered breach of the County Contract.

(l) The Contractor shall be bound by the provisions of Section 109 of Local Law No. 14-2002 providing for enforcement of violations as follows:

- a. Upon receipt by the Executive Director of a complaint from a contracting agency that a County Contractor has failed to comply with the provisions of Local Law No. 14-2002, this Appendix EE or any other contractual provisions included in furtherance of Local Law No. 14-2002, the Executive Director will try to resolve the matter.
- b. If efforts to resolve such matter to the satisfaction of all parties are unsuccessful, the Executive Director shall refer the matter, within thirty days (30) of receipt of the complaint, to the American Arbitration Association for proceeding thereon.
- c. Upon conclusion of the arbitration proceedings, the arbitrator shall submit to the Executive Director his recommendations regarding the imposition of sanctions, fines or penalties. The Executive Director shall either (i) adopt the recommendation of the arbitrator (ii) determine that no sanctions, fines or penalties should be imposed or (iii) modify the recommendation of the arbitrator, provided that such modification shall not expand upon any sanction recommended or impose any new sanction, or increase the amount of any recommended fine or penalty. The Executive Director, within ten days (10) of receipt of the arbitrators award and recommendations, shall file a determination of such matter and shall cause a copy of such determination to be served upon the respondent by personal service or by certified mail return receipt requested. The award of the arbitrator, and the fines and penalties imposed by the Executive Director, shall be final determinations and may only be vacated or modified as provided in the civil practice law and rules ("CPLR").

(m) The contractor shall provide contracting agency with information regarding all subcontracts awarded under any County Contract, including the amount of compensation paid to each Subcontractor and shall complete all forms provided by the Executive Director or the Department Head relating to subcontractor utilization and efforts to obtain M/WBE participation..

Failure to comply with provisions (a) through (m) above, as ultimately determined by the Executive Director, shall be a material breach of the contract constituting grounds for

immediate termination. Once a final determination of failure to comply has been reached by the Executive Director, the determination of whether to terminate a contract shall rest with the Deputy County Executive with oversight responsibility for the contracting agency.

As used in this Appendix EE the term "Best Efforts Checklist" shall mean a list signed by the Contractor, listing the procedures it has undertaken to procure Subcontractors in accordance with this Appendix EE.

As used in this Appendix EE the term "County Contract" shall mean (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of twenty-five thousand dollars (\$25,000), whereby a County contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the County; or (ii) a written agreement in excess of one hundred thousand dollars (\$100,000), whereby a County contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon. However, the term "County Contract" does not include agreements or orders for the following services: banking services, insurance policies or contracts, or contracts with a County contracting agency for the sale of bonds, notes or other securities.

As used in this Appendix EE the term "County Contractor" means an individual, business enterprise, including sole proprietorship, partnership, corporation, not-for-profit corporation, or any other person or entity other than the County, whether a contractor, licensor, licensee or any other party, that is (i) a party to a County Contract, (ii) a bidder in connection with the award of a County Contract, or (iii) a proposed party to a County Contract, but shall not include any Subcontractor.

As used in this Appendix EE the term "County Contractor" shall mean a person or firm who will manage and be responsible for an entire contracted project.

As used in this Appendix EE "Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises" shall include, but is not limited to the following:

- a. Proof of having advertised for bids, where appropriate, in minority publications, trade newspapers/notices and magazines, trade and union publications, and publications of general circulation in Nassau County and surrounding areas or having verbally solicited M/WBEs whom the County Contractor reasonably believed might have the qualifications to do the work. A copy of the advertisement, if used, shall be included to demonstrate that it contained language indicating that the County Contractor welcomed bids and quotes from M/WBE Subcontractors. In

addition, proof of the date(s) any such advertisements appeared must be included in the Best Effort Documentation. If verbal solicitation is used, a County Contractor's affidavit with a notary's signature and stamp shall be required as part of the documentation.

- b. Proof of having provided reasonable time for M/WBE Subcontractors to respond to bid opportunities according to industry norms and standards. A chart outlining the schedule/time frame used to obtain bids from M/WBEs is suggested to be included with the Best Effort Documentation
- c. Proof or affidavit of follow-up of telephone calls with potential M/WBE subcontractors encouraging their participation. Telephone logs indicating such action can be included with the Best Effort Documentation
- d. Proof or affidavit that M/WBE Subcontractors were allowed to review bid specifications, blue prints and all other bid/RFP related items at no charge to the M/WBEs, other than reasonable documentation costs incurred by the County Contractor that are passed onto the M/WBE.
- e. Proof or affidavit that sufficient time prior to making award was allowed for M/WBEs to participate effectively, to the extent practicable given the timeframe of the County Contract.
- f. Proof or affidavit that negotiations were held in Best Efforts with interested M/WBEs, and that M/WBEs were not rejected as unqualified or unacceptable without sound business reasons based on (1) a thorough investigation of M/WBE qualifications and capabilities reviewed against industry custom and standards and (2) cost of performance. The basis for rejecting any M/WBE deemed unqualified by the County Contractor shall be included in the Best Effort Documentation
- g. If an M/WBE is rejected based on cost, the County Contractor must submit a list of all sub-bidders for each item of work solicited and their bid prices for the work.
- h. The conditions of performance expected of Subcontractors by the County Contractor must also be included with the Best Effort Documentation
- i. County Contractors may include any other type of documentation they feel necessary to further demonstrate their Best Efforts regarding their bid documents.

As used in this Appendix EE the term "Executive Director" shall mean the Executive

Director of the Nassau County Office of Minority Affairs; provided, however, that Executive Director shall include a designee of the Executive Director except in the case of final determinations issued pursuant to Section (a) through (l) of these rules.

As used in this Appendix EE the term "Subcontract" shall mean an agreement consisting of part or parts of the contracted work of the County Contractor.

As used in this Appendix EE, the term "Subcontractor" shall mean a person or firm who performs part or parts of the contracted work of a prime contractor providing services, including construction services, to the County pursuant to a county contract. Subcontractor shall include a person or firm that provides labor, professional or other services, materials or supplies to a prime contractor that are necessary for the prime contractor to fulfill its obligations to provide services to the County pursuant to a county contract. Subcontractor shall not include a supplier of materials to a contractor who has contracted to provide goods but no services to the County, nor a supplier of incidental materials to a contractor, such as office supplies, tools and other items of nominal cost that are utilized in the performance of a service contract.

Provisions requiring contractors to retain or submit documentation of best efforts to utilize certified subcontractors and requiring Department head approval prior to subcontracting shall not apply to inter-governmental agreements. In addition, the tracking of expenditures of County dollars by not-for-profit corporations, other municipalities, States, or the federal government is not required.

Levittown Public Schools

CONTRACT REQUEST FORM

Only the Board of Education is authorized to enter into contracts for the District. Please use this form when you need to get a vendor approved to perform services for the District. Please leave enough lead time in the process. The contract must go to the Board of Education prior to the services being performed. Additionally, a Purchase Order must be completed in Finance Manager. Once approved, please include the Board of Education approval date in the body of your Purchase Order (it streamlines the PO approval process and the audit of District payments). Thank You.

Date: May 13, 2015

Vendor Name: Crest Hollow Country Club

Date(s) of Service: June 9, 2016

Description of Services: Division Avenue Senior Prom Venue

Rate for Services: \$64.00 per person

Prior Year Rate for Services: \$95.00 per person – at different venue

Administrator Requesting: Joan Lorelli

Budget Code (on purchase order): Student Activity Fund

Purchase order NA Student Activity Fund

Routing:

1. Attorney review: _____
2. Business Office Review Willa Johnston
3. Board of Education Meeting date May 19, 2015

Return to: _____

Attachment: contract with crest hollow for DAHS prom (1761 : Contract for Division Avenue Prom Venue)

Kindly sign on reverse side and return while copy with \$ 800.00 deposit, on or before 4/27/15 THANK YOU. *Pelgk*

Add'l Deposits:

DATE	AMT
_____	_____
_____	_____
_____	_____



8325 JERICHO TURNPIKE WOODBURY L.I., N.Y. 11797 (516) 672-8000 FAX (516) 692-8013

Deposit Rec'd: _____

Received by: _____

Date: _____

Name of Engager: *Levittown School District/ Division Ave HS*

Principal Joan Lorelli

Address: *120 Division Ave*

Levittown, NY 11756

Telephone: *516-520-8350* FAX: _____

Date:

Thursday, June 9, 2016

Time:

6:30pm - 11:30pm
2:30pm - 12:30am &

Place:

Starlight

Title of Function: *Prom*

Guarantee: *150 Guests*

Add'l *Stephanie Anastos*

Contact: *516-972-2740*

Cell: _____

Email: *Sarastos99@gmail.com*

Email: _____

Price: *\$64.00 Per Person/Tax Exempt*

Unlimited Soda, Punch & Virgin Frozen Tropical Drink Bar

7:30pm-8:30pm *Cocktail Hour (Outdoors Weather Permitting or Self)*
Butler Passed Hot Hors D'oeuvres
Cold Display Station

8:30pm-12:30am *Sit-down Dinner*
Mixed Greens Vinaigrette topped with Dried Cranberries
Mandarin Oranges and Crispy Noodles

Entrée: Guest will have a 3-way choice of
Medallions of Beef Bordelaise served with Fresh Vegetables and Whipped Potatoes
-OR-

Chicken Parmigiana over Penne Pasta served with Homemade Garlic Bread
-OR-

Penne Di Filetto Pomodoro

Vegetarian, and Gluten Free options are available upon request

Dessert

Haagen Daz Ice Cream Truffle (No Nuts)

Up to 10 Faculty Meals @ 1/2 Price
DJ/ Photographer & Own Security Guard Meals @ 1/2 Price
1 CHCC Security Guard Required @ \$210 per Guard
(1 Guard per 100 Students Required)

****Two Free Prom Bids Included-- Once Guarantee is Reached ****

***Final payment due on or before 6/7/2016**

Attachment: contract with crest hollow for DAHS prom (1761 : Contract for Division Avenue Prom Venue)

CONDITIONS

1. Crest Hollow Country Club at Woodbury, Inc. shall not be responsible for failure by them to perform their part of this agreement due to a national emergency, strikes, act of God, prohibition by government authorities. The liability for non performance by any reason whatsoever shall be limited to the return of the deposit herein mentioned.
2. Notwithstanding anything herein stated, even to the contrary, any agreement for cancellation must be in writing signed by both parties. The deposit is deemed part of the consideration and, in any event, is not to be construed as liquidated damages.
3. Caterer shall have the right to make substitution in the menu for any items which shall not be reasonably and readily obtainable in the open market.
4. While we do all in our power to serve the above menus we cannot be responsible should our compliance be made by conditions beyond our control.
5. Caterer has the right to substitute another room in lieu of the room contracted for if such room is unavailable, without any diminution in price and should no room be available, the affair herein contracted for shall be mutually agreed upon and there shall be no further liability on the part of the Caterer in the premises.
6. This contract is not transferable by Patron without the written consent of Caterer. The deposit, paid hereunder, is not refundable.
7. Patron will not permit any alcoholic beverages to be brought in to the engaged premises without Caterer's written consent.
8. Customer agrees that he and his guests will comply with all the Rules and Regulations adopted by the Caterer for the conduct of the affair. **The attendance must be definitely specified two days in advance and must at least be the number guaranteed above. The amount given two days before will represent the amount billed for and is not subject to reductions; charges will be made accordingly.**
9. A deposit of twenty-five percent is required on all engagements and the balance must be paid 48 hours prior. The Caterer reserves the right to cancel engagements, due to strikes, accidents or other causes beyond its control, and in doing so the Caterer will not be liable for failure to complete any contracts.
10. Caterer is not responsible for personal property brought or left here following engagement.
11. All outside service persons: photographers/video persons/bands/trade show people, etc. - to submit a one million dollar liability insurance certificate, two months prior to the event. Include Crest Hollow Country Club at Woodbury, Inc. as additional insured. Current certificate of Workers Compensation Insurance must be submitted.
12. No outside foods of any kind permitted on premises.
13. Host assumes responsibility for any and all losses, damages, and bodily injury caused by them or any of their guests, invitees, or any other persons attending.
14. CHCC is not liable for any damages or loss to parked cars.
15. CHCC shall have no responsibility or liability for failure to supply any service or to otherwise comply with this contract when prevented from so doing by strikes, fire, accidents or any cause beyond CHCC's reasonable control or by orders or regulations of any government authority, or failure of fuel supply, water, gas, electricity or air conditioning.

"Final count and payment in full 48 hours prior"

JANINE DION for
CREST HOLLOW COUNTRY CLUB at Woodbury, Inc.

Accepted by _____
 Date _____

Attachment: contract with crest hollow for DAHS prom (1761 : Contract for Division Avenue Prom Venue)

Levittown Public Schools

CONTRACT REQUEST FORM

Only the Board of Education is authorized to enter into contracts for the District. Please use this form when you need to get a vendor approved to perform services for the District. Please leave enough lead time in the process. The contract must go to the Board of Education prior to the services being performed. Additionally, a Purchase Order must be completed in Finance Manager. Once approved, please include the Board of Education approval date in the body of your Purchase Order (it streamlines the PO approval process and the audit of District payments). Thank You.

Date: 5-14-15

Vendor Name: GB INNOVATIONS

Date(s) of Service: 5-1-15 - 6-30-15

Description of Services: TRAINING FOR STUDENT ON NEW COMPUTER

Rate for Services: SEE ATTACHED Rate Sheets

Prior Year Rate for Services: N/A

Administrator Requesting: LISA CAPELLI-LANG

Budget Code (on purchase order): A 2250-4750

Purchase order # 209 # 29772

Routing:

1. Attorney review: ✓
2. Business Office Review: William H. Latun
3. Board of Education Meeting date: _____

Return to: _____

SCHOOL DISTRICT
CONSULTANT SERVICES CONTRACT

This Agreement is entered into this 1ST day of May, 2015 by and between the Board of Education of the **Levittown Union Free School District** (hereinafter the "DISTRICT"), having its principal place of business for the purpose of this Agreement at **150 Abbey Lane, Levittown, New York 11756** and **Norma Scherer, GB Innovations Inc.** (hereinafter "CONSULTANT"), having its principal place of business for the purpose of this Agreement at **2005 Merrick Road, # 154, Merrick, NY 11566**

A. TERM:

1. The term of this Agreement shall be from 5/1/15 to 6/30/15 inclusive, unless terminated early as provided for in this Agreement. It is understood that the DISTRICT is under no obligation to renew this Agreement upon its expiration.

B. CONDITIONS:

In performing services specified in this Agreement, it is understood that:

1. CONSULTANT's and its agents will be engaged as an independent contractor, and therefore be solely responsible for the payment of federal and state income taxes applicable to this Agreement.
2. Neither CONSULTANT nor any of its employees, agents, or assigns will be eligible for any employee benefits whatsoever relative to this contract including, but not limited to, social security, New York State Worker's Compensation, unemployment insurance, New York State Employee's Retirement System, health or dental insurance, or malpractice insurance, or the like.
3. DISTRICT, if required by Federal or State requirements, will submit a Form 1099 and IT 2102.1 respectively at year-end to the Federal Government for all individuals having a gross income exceeding \$600, which thereupon will be reported for income tax purposes.
4. This Agreement, and any amendments to this Agreement, will not be in effect until agreed to in writing and signed by authorized representatives of both parties.
5. DISTRICT reserves the right to reject any of the CONSULTANT'S staff, if any, which the DISTRICT, at its sole discretion, may deem unqualified.
6. CONSULTANT agrees to hold the DISTRICT safe harmless from any liability incurred during the term of this Agreement arising from the acts or omissions of CONSULTANT'S employees, agents or assigns.

C. SERVICES AND RESPONSIBILITIES:

1. The CONSULTANT shall provide the services set forth in this Agreement to as listed on the attached "Schedule A," incorporated by reference herein and made a part of this agreement.
2. CONSULTANT 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.
3. CONSULTANT shall provide conscientious, competent and diligent services throughout the term of this Agreement.
4. CONSULTANT will work cooperatively with District staff.
5. CONSULTANT shall observe and comply with all DISTRICT Policies and Regulations while on the grounds of the DISTRICT or providing services under this Agreement and will cause its employees to do the same. Copies of the policies are available at <http://www.levittownschools.com/boe/policies>. The CONSULTANT acknowledges that it has reviewed and is familiar with the DISTRICT Policies.
6. CONSULTANT will provide their own equipment, will assume full responsibility for the operation of such equipment, and, in addition to any other "hold harmless" provisions contained in this Agreement, will hold the DISTRICT safe harmless from any liability that may arise from the use of such equipment.
7. To the fullest extent permitted by law, the CONSULTANT indemnifies and will defend (with counsel selected by the DISTRICT and reasonably approved by the CONSULTANT) and hold harmless the DISTRICT, its employees, agents, representatives and members of the Board of Education, from any and all liabilities, losses, costs damages, and expenses (including, but not limited to, reasonable attorney's fees and disbursements) arising from any claims, disputes or causes of action of whatever nature arising, in whole or in part, from the performance of CONSULTANT'S Services hereunder, or the action of, or the failure to act by the CONSULTANT, its representatives, employees, or anyone for whose acts the CONSULTANT may be liable. In the event that any legal proceeding is instituted or that any claim or demand with respect to the foregoing is asserted by any person in respect of which indemnification may be sought from the CONSULTANT under the provisions of this paragraph, the DISTRICT will promptly notify the CONSULTANT of such suit, claim or demand, and give the CONSULTANT an opportunity to defend same and settle same without any cost to the DISTRICT, and will extend reasonable cooperation to the CONSULTANT in connection with such defense, which will be at the expense of the

CONSULTANT. In the event that the CONSULTANT fails to defend the same within thirty (30) days of receipt of notice, the District will be entitled to assume the defense thereof, and the CONSULTANT will be liable to repay the DISTRICT for all its expenses reasonably incurred in connection with said defense (including reasonable attorney's fees, disbursements, expert witness fees and settlement payments). All provisions of this paragraph will survive the expiration or sooner termination of this Agreement.

8. The CONSULTANT will maintain the confidentiality of student records in accordance with all applicable laws, regulations, requirements of the New York State Education Department and District policies and procedures in force during the term of this Agreement.

D. REPRESENTATIONS:

1. CONSULTANT represents that all services under this Agreement will be provided by individuals who are of good character, who are in good professional standing, and who possess current and valid licenses/certifications (if required), necessary to perform the services under this Agreement. CONSULTANT represents that no individuals providing services under this Agreement are currently charged, nor in the past have been charged with any criminal or professional misconduct or incompetence. CONSULTANT shall provide copies of licenses / certifications of all professionals servicing the DISTRICT upon the request of the District.
2. In the event that the license / certification of CONSULTANT or any agent or employee thereof is revoked, terminated, suspended, or otherwise impaired, or if any litigation becomes pending against CONSULTANT, or in the event that CONSULTANT receives notice of such impending action, CONSULTANT shall immediately notify the DISTRICT in accordance with the requirements for all notices pursuant to this Agreement set forth below.

E. COMPENSATION:

1. In return for the Consultant's performance of the services set forth on Schedule A, the DISTRICT shall pay CONSULTANT the fee as described and pursuant to the terms described in schedule A, after the DISTRICT'S receipt of the CONSULTANT'S monthly invoice describing the services rendered for that month. The DISTRICT shall pay CONSULTANT within thirty (30) days of the DISTRICT'S receipt of said monthly invoice which shall set forth the dates that the invoice covers and the total amount due for the period specified.
2. The CONSULTANT will pay all expenses incurred by it in connection with the performance of its duties hereunder, including but not limited to automobile and/or travel expenses.

F. INSURANCE:

The CONSULTANT will obtain and keep in full force and effect during the term of this Agreement, at its sole cost and expense, the following insurance:

- **Commercial General Liability Insurance**
\$1,000,000 per occurrence/ \$2,000,000 aggregate.
- **Workers' Compensation and N.Y.S. Disability**
Statutory Workers' Compensation, Employers' Liability and N.Y.S. Disability Benefits Insurance for all employees. Proof of coverage must be on the approved specific form, as required by the New York State Workers' Compensation Board. ACORD certificates are not acceptable.

A self-employed person and certain partners and corporate officers are excluded from the definition of "employee" pursuant to Workers' Compensation Law Section 2 (4). As such, individuals in such capacity are excluded from Workers' Compensation Law coverage requirements. A person seeking an exemption must file a CE-200 form with the state. The form may be completed and submitted online:

http://www.web.ny.gov/content/ebiz/wc_db_exemptions/requestExemptionOverview.jsp

- **Professional Errors and Omissions Insurance**
\$2,000,000 per occurrence/ \$2,000,000 aggregate for the professional acts of the CONSULTANT performed under this Agreement for the DISTRICT. If written on a "claims-made" basis, the retroactive date must pre-date the inception of this Agreement. Coverage must remain in effect for two (2) years following the completion of work.
- **Excess Insurance**
\$1,000,000 each occurrence and aggregate. Excess coverage must be on a follow-form basis.

Notwithstanding any terms, conditions or provisions, in any other writing between the parties, the CONSULTANT hereby agrees to effectuate the naming of the DISTRICT as an additional insured on the CONSULTANT'S insurance policies, with the exception of workers' compensation, N.Y. State disability and professional liability. Each policy naming the DISTRICT as an additional insured must:

- be an insurance policy from an A.M. Best rated "secure" or better insurer, licensed in New York State.
- state that the CONSULTANT'S coverage is primary and non-contributory coverage for the DISTRICT, its Board, employees and volunteers.

The DISTRICT must be listed as an additional insured by using endorsement CG 2026 11 85 or its equivalent. A completed copy of the endorsement must be attached to the certificate of

insurance. The certificate of insurance must describe the specific services provided by the CONSULTANT (e.g., physical therapy, psychological services) that are covered by the commercial general liability policy and the umbrella policy. At the DISTRICT'S request, the CONSULTANT will provide a copy of the declarations page of its liability and umbrella policies with a list of endorsements and forms. If so requested, the CONSULTANT will provide a copy of the policy endorsements and forms.

The CONSULTANT hereby indemnifies the DISTRICT for any applicable deductibles and self-insured retentions, all of which are the sole responsibility of the CONSULTANT, to the extent not covered by the applicable policy.

The CONSULTANT acknowledges that failure to obtain the foregoing insurance on behalf of the DISTRICT constitutes a material breach of contract. The CONSULTANT must provide the DISTRICT with proof satisfactory to the DISTRICT that the above requirements have been met, **prior to** the commencement of work or use of DISTRICT facilities. The failure of the DISTRICT to object to the contents of the certificate or the absence of same will not be deemed a waiver of any and all rights held by the DISTRICT. Upon request, the CONSULTANT will provide the DISTRICT with a copy of the CONSULTANT'S applicable insurance policies including any endorsements, modifications, or exclusions thereto.

The DISTRICT is a member/owner of the New York Schools Insurance Reciprocal ("NYSIR"). The CONSULTANT acknowledges that the procurement of such insurance as required herein is intended to benefit not only the DISTRICT but also NYSIR, as the DISTRICT'S insurer.

G. TERMINATION:

1. Either the CONSULTANT or the DISTRICT may terminate this Agreement upon thirty (30) days prior written notice to the other party. Such notice shall be given in accordance with the requirements for all notices pursuant to this Agreement set forth below.
2. This Agreement may be terminated by the DISTRICT "for cause" upon the occurrence of any of the following events:
 - (a) Immediately upon the DISTRICT delivering written notice to the CONSULTANT of a breach by the CONSULTANT of any of the policies, rules, and regulations of the DISTRICT relating to the health or safety of students or DISTRICT employees.
 - (b) Immediately upon the CONSULTANT'S breach of its obligations to provide insurance coverage as set forth in this Agreement.

- (c) Immediately upon the CONSULTANT'S breach of any of its obligations under, or in violation of, any applicable state or federal law or regulation.
 - (d) Fifteen (15) days after the CONSULTANT has received written notice from the DISTRICT that it has breached any of its other obligations hereunder, unless within such fifteen (15) day period the CONSULTANT cures such breach to the DISTRICT'S satisfaction.
3. This Agreement is automatically terminated upon the CONSULTANT's filing of a voluntary petition in bankruptcy or making an assignment for the benefit of creditors, or upon other action taken or suffered, voluntarily or involuntarily, under any federal or state law for the benefit of insolvents, and upon the filing of an involuntary petition in bankruptcy against the CONSULTANT which is not dismissed within 60 days of filing.
 4. In the event the CONSULTANT or the DISTRICT terminates this Agreement with or without cause, such termination of the Agreement shall not discharge the parties' existing obligations to each other as of the effective date of termination.

H. NOTICES

1. All notices which are required or permitted under this Agreement shall be in writing, and shall be deemed to have been given if delivered personally or sent by registered or certified mail, addressed as follows:

To District: **Office of the Superintendent of Schools
Levittown School District
150 Abbey Lane
Levittown, NY 11756**

To Consultant: **Norma Scherer
GB Innovations, Inc.
2005 Merrick Road #154
Merrick, NY 11566**

With a Copy to:

**Lamb & Barnosky, LLP
534 Broadhollow Road
Suite 210
Melville, NY 11747
Attn.: Robert H. Cohen, Esq.**

I. SUCCESSORS AND ASSIGNS:

1. It is expressly understood that this Agreement shall not be assigned or transferred without prior written consent of the other party.

J. WAIVER OF RIGHTS

1. The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce every provision of this Agreement.

K. SEVERABILITY

1. Should any provision of this Agreement, for any reason, be declared invalid and/or unenforceable, such decision shall not effect the validity of the remaining provisions of this Agreement. Such remaining provisions shall remain in full force and effect as if this Agreement had been executed with the invalid provision(s) eliminated.

L. GOVERNING LAW, CHOICE OF FORUM

1. This Agreement and the rights and obligations of the parties hereunder shall be construed in accordance with, and governed by, the laws and regulations of the State of New York without regard to the conflicts of laws provisions thereof. Any dispute arising under this Agreement will be litigated in the New York State Court in Nassau County, New York.

M. ENTIRE AGREEMENT:

1. This Agreement, along with the attached "Schedule A," is the complete and exclusive statement of the Agreement between the parties, and supersedes all prior or contemporaneous, oral or written: proposals, understandings, representations, conditions or covenants between the parties relating to the subject matter of the Agreement.
2. This Agreement may not be changed orally, but only by an Agreement, in writing, signed by authorized representatives of both parties.

N. MISCELLANEOUS PROVISIONS

1. There are no third-party beneficiaries of or in this Agreement, other than NYSIR, or any of the terms or provisions hereof or any of the rights, privileges, duties, liabilities or obligations created hereby.

2. This is a negotiated Agreement, and this Agreement will not be construed against any party by reason of this Agreement being prepared by such party's attorney. Each party warrants that it has full power to execute, deliver and perform this Agreement and has taken all actions required by law, its organizational documents or otherwise to authorize the execution and delivery of this Agreement.
3. By signing this Agreement, each person and each person signing on behalf of any party certifies, and in the case of a joint bid or partnership each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each person is not on the list created pursuant to paragraph (b) of subdivision 3 of section 165-a of the New York State Finance Law.
4. The CONSULTANT represents and warrants that: (a) in the hiring of employees for the performance of work within the territorial limits of New York State under this Agreement or any subcontract hereunder, the CONSULTANT, its employees or subcontractors, and any persons acting on behalf of the CONSULTANT or any subcontractor will not by reason of race, creed, color, disability, sex or national origin discriminate against any citizen of New York State who is qualified and available to perform the work; and (b) the CONSULTANT, its employees or subcontractors, and any persons acting on behalf of the CONSULTANT or any subcontractor will not discriminate against or intimidate any employee hired for the performance of work pursuant to this Agreement on account of race, creed, color, disability, sex or national origin. The CONSULTANT agrees that (a) the DISTRICT may deduct from the amount payable to the CONSULTANT by the DISTRICT pursuant to this Agreement, a penalty of fifty dollars (\$50.00) per person for each calendar day during which a person was discriminated against or intimidated in violation of this paragraph; and (b) the DISTRICT may terminate this Agreement "for cause" and all moneys due or to become due to the CONSULTANT pursuant to this Agreement may be forfeited, for a second or any subsequent violation of the terms or conditions of this paragraph.

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

Levittown School District
150 Abbey Lane
Levittown, NY 11756

Title: Board of Education President
Peggy Marengi

Date: _____

Norma Scherer
GB Innovations
2005 Merrick Road #154
Merrick, NY 11566

Norma Scherer
Title: Vice Pres. GB Innovations
Name: Norma Scherer

Date: 5/11/2015

SCHEDULE A**DESCRIPTION AND FEE FOR SERVICES**

[Insert Additional Description of Services and Fee Schedule for Consultant]



GB Innovations INC.
Provider of Special Education Technology Trainings and Consultations

3.4.a

2005 Merrick Road #154
Merrick, New York 11566
Phone 516-379-4982 Fax 212 819-0351
Email Norma@gbinnovations.com

Norma Scherer, Educational Technology Integration Specialist
Gary Scherer, President

All consultations and trainings in-district or at other sites will be conducted by Norma Scherer. If other specialized personnel are called upon for services, the district will be notified for prior approval.
The following quote is for the 2014 – 2015 school year.

Item #	Description	Unit Price
1	In District Full Day Consultations and Trainings -Small groups of up to 12 participants -individual sessions Full Day constitutes 6.5 hours (including .5 hour for lunch)	\$725.00
1	In District Full Day Consultations and Trainings Groups of 13 to 25 participants Full Day constitutes 6.5 hours (including .5 hour for lunch)	\$825.00
1	In District Half Day Consultations and Trainings -Small groups of up to 12 participants -individual sessions Half Day constitutes 3.0 hours	\$400.00
1	In District Half Day Consultations and Trainings Groups of 13 to 25 participants Half Day constitutes 3.0 hours	\$450.00
1	In District less than 3 hours Consultations and Trainings -Small groups of up to 12 participants -individual sessions	\$300.00

Attachment: GB Innovations May 1 to June 20 2015 (1763 : Special Education Contracts)

GB Innovations INC.
Provider of Special Education Technology Trainings and Consultations

1	In District less than 3 hours Consultations and Trainings Groups of 13 to 25 participants	\$325
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For services provided outside of East Rockaway School District that require more than an additional travel time of 15 minutes; additional time will be deducted from the working time session.

All checks payable to:
GB Innovations Inc.
Employee Identification Number 331185457

Levittown Public Schools

CONTRACT REQUEST FORM

Only the Board of Education is authorized to enter into contracts for the District. Please use this form when you need to get a vendor approved to perform services for the District. Please leave enough lead time in the process. The contract must go to the Board of Education prior to the services being performed. Additionally, a Purchase Order must be completed in Finance Manager. Once approved, please include the Board of Education approval date in the body of your Purchase Order (it streamlines the PO approval process and the audit of District payments). Thank You.

Date: 5-14-15

Vendor Name: GB INNOVATIONS

Date(s) of Service: 7-1-15 TO 6-30-16

Description of Services: TRAINING FOR STUDENT ON NEW COMPUTER

Rate for Services: SEE ATTACHED RATE SHEETS

Prior Year Rate for Services: N/A

Administrator Requesting: LISA CARELLI-LANG

Budget Code (on purchase order): A2250 4750

Purchase order # Reg # 29774

Routing:

1. Attorney review: _____
2. Business Office Review: William J. Pata
3. Board of Education Meeting date: _____

Return to: _____

SCHOOL DISTRICT
CONSULTANT SERVICES CONTRACT

This Agreement is entered into this 1ST day of May, 2015 by and between the Board of Education of the **Levittown Union Free School District** (hereinafter the "DISTRICT"), having its principal place of business for the purpose of this Agreement at **150 Abbey Lane, Levittown, New York 11756** and **Norma Scherer, GB Innovations Inc.** (hereinafter "CONSULTANT"), having its principal place of business for the purpose of this Agreement at **2005 Merrick Road, # 154, Merrick, NY 11566**

A. **TERM:**

1. The term of this Agreement shall be from 7/1/15 to 6/30/16 inclusive, unless terminated early as provided for in this Agreement. It is understood that the DISTRICT is under no obligation to renew this Agreement upon its expiration.

B. **CONDITIONS:**

In performing services specified in this Agreement, it is understood that:

1. CONSULTANT's and its agents will be engaged as an independent contractor, and therefore be solely responsible for the payment of federal and state income taxes applicable to this Agreement.
2. Neither CONSULTANT nor any of its employees, agents, or assigns will be eligible for any employee benefits whatsoever relative to this contract including, but not limited to, social security, New York State Worker's Compensation, unemployment insurance, New York State Employee's Retirement System, health or dental insurance, or malpractice insurance, or the like.
3. DISTRICT, if required by Federal or State requirements, will submit a Form 1099 and IT 2102.1 respectively at year-end to the Federal Government for all individuals having a gross income exceeding \$600, which thereupon will be reported for income tax purposes.
4. This Agreement, and any amendments to this Agreement, will not be in effect until agreed to in writing and signed by authorized representatives of both parties.
5. DISTRICT reserves the right to reject any of the CONSULTANT'S staff, if any, which the DISTRICT, at its sole discretion, may deem unqualified.
6. CONSULTANT agrees to hold the DISTRICT safe harmless from any liability incurred during the term of this Agreement arising from the acts or omissions of CONSULTANT'S employees, agents or assigns.

C. SERVICES AND RESPONSIBILITIES:

1. The CONSULTANT shall provide the services set forth in this Agreement to as listed on the attached "Schedule A," incorporated by reference herein and made a part of this agreement.
2. CONSULTANT 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.
3. CONSULTANT shall provide conscientious, competent and diligent services throughout the term of this Agreement.
4. CONSULTANT will work cooperatively with District staff.
5. CONSULTANT shall observe and comply with all DISTRICT Policies and Regulations while on the grounds of the DISTRICT or providing services under this Agreement and will cause its employees to do the same. Copies of the policies are available at <http://www.levittownschools.com/boe/policies>. The CONSULTANT acknowledges that it has reviewed and is familiar with the DISTRICT Policies.
6. CONSULTANT will provide their own equipment, will assume full responsibility for the operation of such equipment, and, in addition to any other "hold harmless" provisions contained in this Agreement, will hold the DISTRICT safe harmless from any liability that may arise from the use of such equipment.
7. To the fullest extent permitted by law, the CONSULTANT indemnifies and will defend (with counsel selected by the DISTRICT and reasonably approved by the CONSULTANT) and hold harmless the DISTRICT, its employees, agents, representatives and members of the Board of Education, from any and all liabilities, losses, costs damages, and expenses (including, but not limited to, reasonable attorney's fees and disbursements) arising from any claims, disputes or causes of action of whatever nature arising, in whole or in part, from the performance of CONSULTANT'S Services hereunder, or the action of, or the failure to act by the CONSULTANT, its representatives, employees, or anyone for whose acts the CONSULTANT may be liable. In the event that any legal proceeding is instituted or that any claim or demand with respect to the foregoing is asserted by any person in respect of which indemnification may be sought from the CONSULTANT under the provisions of this paragraph, the DISTRICT will promptly notify the CONSULTANT of such suit, claim or demand, and give the CONSULTANT an opportunity to defend same and settle same without any cost to the DISTRICT, and will extend reasonable cooperation to the CONSULTANT in connection with such defense, which will be at the expense of the

CONSULTANT. In the event that the CONSULTANT fails to defend the same within thirty (30) days of receipt of notice, the District will be entitled to assume the defense thereof, and the CONSULTANT will be liable to repay the DISTRICT for all its expenses reasonably incurred in connection with said defense (including reasonable attorney's fees, disbursements, expert witness fees and settlement payments). All provisions of this paragraph will survive the expiration or sooner termination of this Agreement.

8. The CONSULTANT will maintain the confidentiality of student records in accordance with all applicable laws, regulations, requirements of the New York State Education Department and District policies and procedures in force during the term of this Agreement.

D. REPRESENTATIONS:

1. CONSULTANT represents that all services under this Agreement will be provided by individuals who are of good character, who are in good professional standing, and who possess current and valid licenses/certifications (if required), necessary to perform the services under this Agreement. CONSULTANT represents that no individuals providing services under this Agreement are currently charged, nor in the past have been charged with any criminal or professional misconduct or incompetence. CONSULTANT shall provide copies of licenses / certifications of all professionals servicing the DISTRICT upon the request of the District.
2. In the event that the license / certification of CONSULTANT or any agent or employee thereof is revoked, terminated, suspended, or otherwise impaired, or if any litigation becomes pending against CONSULTANT, or in the event that CONSULTANT receives notice of such impending action, CONSULTANT shall immediately notify the DISTRICT in accordance with the requirements for all notices pursuant to this Agreement set forth below.

E. COMPENSATION:

1. In return for the Consultant's performance of the services set forth on Schedule A, the DISTRICT shall pay CONSULTANT the fee as described and pursuant to the terms described in schedule A, after the DISTRICT'S receipt of the CONSULTANT'S monthly invoice describing the services rendered for that month. The DISTRICT shall pay CONSULTANT within thirty (30) days of the DISTRICT'S receipt of said monthly invoice which shall set forth the dates that the invoice covers and the total amount due for the period specified.
2. The CONSULTANT will pay all expenses incurred by it in connection with the performance of its duties hereunder, including but not limited to automobile and/or travel expenses.

F. INSURANCE:

The CONSULTANT will obtain and keep in full force and effect during the term of this Agreement, at its sole cost and expense, the following insurance:

- **Commercial General Liability Insurance**
\$1,000,000 per occurrence/ \$2,000,000 aggregate.
- **Workers' Compensation and N.Y.S. Disability**
Statutory Workers' Compensation, Employers' Liability and N.Y.S. Disability Benefits Insurance for all employees. Proof of coverage must be on the approved specific form, as required by the New York State Workers' Compensation Board. ACORD certificates are not acceptable.

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http://www.wcb.ny.gov/content/ebiz/wc_db_exemptions/requestExemptionOverview.jsp

- **Professional Errors and Omissions Insurance**
\$2,000,000 per occurrence/ \$2,000,000 aggregate for the professional acts of the CONSULTANT performed under this Agreement for the DISTRICT. If written on a "claims-made" basis, the retroactive date must pre-date the inception of this Agreement. Coverage must remain in effect for two (2) years following the completion of work.
- **Excess Insurance**
\$1,000,000 each occurrence and aggregate. Excess coverage must be on a follow-form basis.

Notwithstanding any terms, conditions or provisions, in any other writing between the parties, the CONSULTANT hereby agrees to effectuate the naming of the DISTRICT as an additional insured on the CONSULTANT'S insurance policies, with the exception of workers' compensation, N.Y. State disability and professional liability. Each policy naming the DISTRICT as an additional insured must:

- be an insurance policy from an A.M. Best rated "secure" or better insurer, licensed in New York State.
- state that the CONSULTANT'S coverage is primary and non-contributory coverage for the DISTRICT, its Board, employees and volunteers.

The DISTRICT must be listed as an additional insured by using endorsement CG 2026 11 85 or its equivalent. A completed copy of the endorsement must be attached to the certificate of

insurance. The certificate of insurance must describe the specific services provided by the CONSULTANT (e.g., physical therapy, psychological services) that are covered by the commercial general liability policy and the umbrella policy. At the DISTRICT'S request, the CONSULTANT will provide a copy of the declarations page of its liability and umbrella policies with a list of endorsements and forms. If so requested, the CONSULTANT will provide a copy of the policy endorsements and forms.

The CONSULTANT hereby indemnifies the DISTRICT for any applicable deductibles and self-insured retentions, all of which are the sole responsibility of the CONSULTANT, to the extent not covered by the applicable policy.

The CONSULTANT acknowledges that failure to obtain the foregoing insurance on behalf of the DISTRICT constitutes a material breach of contract. The CONSULTANT must provide the DISTRICT with proof satisfactory to the DISTRICT that the above requirements have been met, **prior to** the commencement of work or use of DISTRICT facilities. The failure of the DISTRICT to object to the contents of the certificate or the absence of same will not be deemed a waiver of any and all rights held by the DISTRICT. Upon request, the CONSULTANT will provide the DISTRICT with a copy of the CONSULTANT'S applicable insurance policies including any endorsements, modifications, or exclusions thereto.

The DISTRICT is a member/owner of the New York Schools Insurance Reciprocal ("NYSIR"). The CONSULTANT acknowledges that the procurement of such insurance as required herein is intended to benefit not only the DISTRICT but also NYSIR, as the DISTRICT'S insurer.

G. TERMINATION:

1. Either the CONSULTANT or the DISTRICT may terminate this Agreement upon thirty (30) days prior written notice to the other party. Such notice shall be given in accordance with the requirements for all notices pursuant to this Agreement set forth below.
2. This Agreement may be terminated by the DISTRICT "for cause" upon the occurrence of any of the following events:
 - (a) Immediately upon the DISTRICT delivering written notice to the CONSULTANT of a breach by the CONSULTANT of any of the policies, rules, and regulations of the DISTRICT relating to the health or safety of students or DISTRICT employees.
 - (b) Immediately upon the CONSULTANT'S breach of its obligations to provide insurance coverage as set forth in this Agreement.

- (c) Immediately upon the CONSULTANT'S breach of any of its obligations under, or in violation of, any applicable state or federal law or regulation.
 - (d) Fifteen (15) days after the CONSULTANT has received written notice from the DISTRICT that it has breached any of its other obligations hereunder, unless within such fifteen (15) day period the CONSULTANT cures such breach to the DISTRICT'S satisfaction.
3. This Agreement is automatically terminated upon the CONSULTANT's filing of a voluntary petition in bankruptcy or making an assignment for the benefit of creditors, or upon other action taken or suffered, voluntarily or involuntarily, under any federal or state law for the benefit of insolvents, and upon the filing of an involuntary petition in bankruptcy against the CONSULTANT which is not dismissed within 60 days of filing.
 4. In the event the CONSULTANT or the DISTRICT terminates this Agreement with or without cause, such termination of the Agreement shall not discharge the parties' existing obligations to each other as of the effective date of termination.

H. NOTICES

1. All notices which are required or permitted under this Agreement shall be in writing, and shall be deemed to have been given if delivered personally or sent by registered or certified mail, addressed as follows:

To District: **Office of the Superintendent of Schools
Levittown School District
150 Abbey Lane
Levittown, NY 11756**

To Consultant: **Norma Scherer
GB Innovations, Inc.
2005 Merrick Road #154
Merrick, NY 11566**

With a Copy to:

**Lamb & Barnosky, LLP
534 Broadhollow Road
Suite 210
Melville, NY 11747
Attn.: Robert H. Cohen, Esq.**

I. SUCCESSORS AND ASSIGNS:

1. It is expressly understood that this Agreement shall not be assigned or transferred without prior written consent of the other party.

J. WAIVER OF RIGHTS

1. The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce every provision of this Agreement.

K. SEVERABILITY

1. Should any provision of this Agreement, for any reason, be declared invalid and/or unenforceable, such decision shall not effect the validity of the remaining provisions of this Agreement. Such remaining provisions shall remain in full force and effect as if this Agreement had been executed with the invalid provision(s) eliminated.

L. GOVERNING LAW, CHOICE OF FORUM

1. This Agreement and the rights and obligations of the parties hereunder shall be construed in accordance with, and governed by, the laws and regulations of the State of New York without regard to the conflicts of laws provisions thereof. Any dispute arising under this Agreement will be litigated in the New York State Court in Nassau County, New York.

M. ENTIRE AGREEMENT:

1. This Agreement, along with the attached "Schedule A," is the complete and exclusive statement of the Agreement between the parties, and supersedes all prior or contemporaneous, oral or written: proposals, understandings, representations, conditions or covenants between the parties relating to the subject matter of the Agreement.
2. This Agreement may not be changed orally, but only by an Agreement, in writing, signed by authorized representatives of both parties.

N. MISCELLANEOUS PROVISIONS

1. There are no third-party beneficiaries of or in this Agreement, other than NYSIR, or any of the terms or provisions hereof or any of the rights, privileges, duties, liabilities or obligations created hereby.

2. This is a negotiated Agreement, and this Agreement will not be construed against any party by reason of this Agreement being prepared by such party's attorney. Each party warrants that it has full power to execute, deliver and perform this Agreement and has taken all actions required by law, its organizational documents or otherwise to authorize the execution and delivery of this Agreement.
3. By signing this Agreement, each person and each person signing on behalf of any party certifies, and in the case of a joint bid or partnership each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each person is not on the list created pursuant to paragraph (b) of subdivision 3 of section 165-a of the New York State Finance Law.
4. The CONSULTANT represents and warrants that: (a) in the hiring of employees for the performance of work within the territorial limits of New York State under this Agreement or any subcontract hereunder, the CONSULTANT, its employees or subcontractors, and any persons acting on behalf of the CONSULTANT or any subcontractor will not by reason of race, creed, color, disability, sex or national origin discriminate against any citizen of New York State who is qualified and available to perform the work; and (b) the CONSULTANT, its employees or subcontractors, and any persons acting on behalf of the CONSULTANT or any subcontractor will not discriminate against or intimidate any employee hired for the performance of work pursuant to this Agreement on account of race, creed, color, disability, sex or national origin. The CONSULTANT agrees that (a) the DISTRICT pursuant to this Agreement, a penalty of fifty dollars (\$50.00) per person for each calendar day during which a person was discriminated against or intimidated in violation of this paragraph; and (b) the DISTRICT may terminate this Agreement "for cause" and all moneys due or to become due to the CONSULTANT pursuant to this Agreement may be forfeited, for a second or any subsequent violation of the terms or conditions of this paragraph.

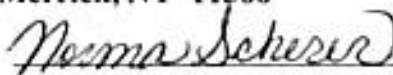
IN WITNESS THEREOF, the parties hereto have executed this Agreement the day and year first above written.

Levittown School District
150 Abbey Lane
Levittown, NY 11756

 Title: Board of Education President
 Peggy Marengi

Date: _____

Norma Scherer
GB Innovations
2005 Merrick Road #154
Merrick, NY 11566


 Title: Vice Pres. GB Innovations
 Name: Norma Scherer

Date: 5/11/2015

SCHEDULE A**DESCRIPTION AND FEE FOR SERVICES**

[Insert Additional Description of Services and Fee Schedule for Consultant]

2005 Merrick Road #154
Merrick, New York 11566
Phone 516-379-4982 Fax 212 819-0351
Email Norma@gbinnovations.com

Norma Scherer, Educational Technology Integration Specialist
Gary Scherer, President

All consultations and trainings in-district or at other sites will be conducted by Norma Scherer. If other specialized personnel are called upon for services, the district will be notified for prior approval.
The following quote is for the 2015 – 2016 school year.

Item #	Description	Unit Price
1	In District Full Day Consultations and Trainings -Small groups of up to 12 participants -individual sessions Full Day constitutes 6.5 hours (including .5 hour for lunch)	\$725.00
1	In District Full Day Consultations and Trainings Groups of 13 to 25 participants Full Day constitutes 6.5 hours (including .5 hour for lunch)	\$825.00
1	In District Half Day Consultations and Trainings -Small groups of up to 12 participants -individual sessions Half Day constitutes 3.0 hours	\$400.00
1	In District Half Day Consultations and Trainings Groups of 13 to 25 participants Half Day constitutes 3.0 hours	\$450.00
1	In District less than 3 hours Consultations and Trainings -Small groups of up to 12 participants -individual sessions	\$300.00

GB Innovations INC,
Provider of Special Education Technology Trainings and Consultations

1	In District less than 3 hours Consultations and Trainings Groups of 13 to 25 participants	\$325
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For services provided outside of East Rockaway School District that require more than an additional travel time of 15 minutes; additional time will be deducted from the working time session.

All checks payable to:
GB Innovations Inc.
Employee Identification Number 331185457



CERTIFICATE OF LIABILITY INSURANCE

MMB
R001DATE (MM/DD)
5/8/2015

3.4.b

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER		CONTACT	
NATHAN BUTWIN COMPANY INC/PHS		NAME	
125121 P:(866) 467-8730 F:(888) 443-6112		PHONE	
301 WOODS PARK DRIVE		FAX (AC No) (888) 443-6112	
CLINTON NY 13323		E-MAIL ADDRESS	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A Hartford Ins Co of the Midwest	
		NAIC# 37478	
		INSURER B	
		INSURER C	
		INSURER D	
		INSURER E	
		INSURER F	

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

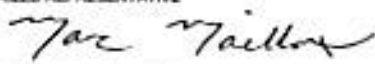
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

FOR USE	TYPE OF INSURANCE	ANN CYSE	SE RVS	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	COMMERCIAL GENERAL LIABILITY			12 SBM VI3244	09/02/2014	09/02/2015	EACH OCCURRENCE	1,000,000
	CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	300,000
	X General Liab	X					MED EXP (Any one person)	10,000
							PERSONAL & ADV INJURY	1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	2,000,000
	POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG	2,000,000
	OTHER							
A	AUTOMOBILE LIABILITY			12 SBM VI3244	09/02/2014	09/02/2015	COMBINED SINGLE LIMIT (Ea accident)	1,000,000
	ANY AUTO						BODILY INJURY (Per person)	
	ALL OWNED AUTOS						BODILY INJURY (Per accident)	
	X HIRED AUTOS	X					PROPERTY DAMAGE (Per accident)	
	UMBRELLA LIAB						EACH OCCURRENCE	
	EXCESS LIAB						AGGREGATE	
	INTENTIONAL							
	EMPLOYER COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE	OSL
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N					E.L. EACH ACCIDENT	
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	
							E.L. DISEASE - POLICY LIMIT	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)


Those usual to the Insured's Operations. Certificate Holder is an Additional Insured per the Business Liability Coverage Form SS0008 attached to this policy.

CERTIFICATE HOLDER**CANCELLATION**

Levittown Public Schools 150 ABBEY LN LEVITTOWN, NY 11756	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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Provider of Special Education Related Services
 GB Innovations Inc. - Provider of Special Education Technology Trainings and Consultations

Norma Scherer

New York State Department of Taxation and Finance		
Certificate of Authority		
Identification number 33-1185457 <small>(Use this number on all returns and correspondence)</small>		VALIDATED 2/1/2012 Dept of Tax and Finance
GB INNOVATIONS INC. 2005 MERRICK RD STE 154 MERRICK NY 11566-4644		
is authorized to collect sales and use taxes under Articles 28 and 29 of the New York State Tax Law. Nontransferable This certificate must be prominently displayed at your place of business. Fraudulent or other improper use of this certificate will cause it to be revoked. The certificate may not be photocopied or reproduced.		
4050109100078	1DC3 - 0330935 P0000445- 01	DTF-17-A-R (9/10)

Attachment: GB Innovations July 1, 2015 to June 30, 2016 (1763 : Special Education Contracts)