

AGENDA

BOARD OF EDUCATION • LEVITTOWN, NEW YORK

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

SPECIAL MEETING

LEVITTOWN MEMORIAL EDUCATION CENTER
Wednesday, May 27, 2020

6:30 PM Meeting convenes with anticipated adjournment to Executive Session
7:30 PM Meeting reconvenes with Special Meeting and Budget Hearing

Success for Every Student

CALL TO ORDER

CALL TO ORDER

Recommended Motion: "BE IT RESOLVED, that the Levittown Board of Education does, hereby, move to Executive Session for the purpose of seeking legal advice from the Board's Attorney."

I. RECONVENE TO PUBLIC SESSION

- A. Pledge of Allegiance
- B. Moment of Silence

II. PUBLIC BE HEARD - THERE WILL BE NO PUBLIC IN ATTENDANCE AT THIS MEETING

III. CONSENT AGENDA

1. BOCES Contract- Purchase of Devices

Enclosure

Recommended Motion: "Motion made by _____ seconded by _____ to approve the agreement between Levittown Union Free School District and Board of Cooperative Educational Services (PROJECT # 9-733825 dated) to find that:

- i. the use of the Equipment and the District's participation in the Learning Technology Project Planning project is essential to the District's proper, efficient and economic operation of its education program to be supported by the Equipment, and is necessary to maintain the District's educational program; and that

- ii. the expenses arising under this Agreement constitute expenses necessary for providing educational services and the transaction is in the best financial interests of the School District because it enables the District to utilize the equipment in a cost effective and economic manner.

And to approve an assignment of Co-Ser Agreement between the Levittown Union Free School District and the Board of Cooperative Educational Services of Nassau County arising under the agreement for Technology Program Project # 9-733825 to replace obsolete computer equipment at:

Destination Building	Name Building - Full Address 1 line
Levittown Memorial Education (Admin)	150 Abbey Lane; Levittown, NY 11756

And to authorize the Board President to sign the appropriate assignment and such other documents and agreements as may be necessary to effect the transaction subject to legal counsel review.

I _____, the School District Clerk, certify that the foregoing resolutions were adopted by the Levittown Union Free School District Board at a Special Meeting of 5/27/2020, of which notice was given and a quorum being present and I further certify that those resolutions have not been amended or revoked.

Dated: _____ Signature: _____

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 (which can be done prior to contract approval). Once the Board of Education approves the contract, please include the date approved in the body of your Purchase Order (it streamlines the PO approval process and the audit of District payments). Thank You.

Vendor Name: Nassau BOCES

Date(s) of Service: N/A

Description of Services: Ordering Devices for Remote Learning

Rate for Services: N/A

Annual Estimate Cost at time of approval: \$350K 5 yr

Prior Year Rate for Services: N/A

Administrator Requesting: Todd F Connell

Is the contract signed by the other party:	Yes	No	not yet
Is the contract dated by the other party:	Yes	No	not yet
Are there any attachments?	Yes	No	

Budget Code (on purchase order): District COSER

Purchase order #: District COSER

Routing:

1. Department Administrator Todd F Connell
2. Attorney Review yes_____
3. Business Office Review yes_____
4. Board of Education Meeting date 5/27/2020_____

This cover sheet should be sent to the business office OR to the superintendent's office when a contract is sent over for approval

Attachment: BOCES Contract_Remote Learning (3858 : BOCES Contract - Purchase of Devices)



Department of Curriculum,
Instruction and Technology

Robert E. Lupinski Center
One Merrick Avenue
Westbury, NY 11590
Fax: (516) 832-2800
www.nassauboces.org

Joseph Franco
Account Manager
(516) 832-2856
jfranco@nasboces.org

May 21, 2020

Christopher Dillon
Levittown Union Free School District
Levittown Memorial Education (Admin)
150 Abbey Lane
Levittown, NY 11756

Re: Project #: 9-733825

Dear Dr. Dillon:

I am enclosing three (3) Technology Programs Contracts for Project 9-733825 for your approval. I have taken the liberty of inserting tabs where appropriate for your signature. Please have all three (3) enclosed contracts signed and delivered or mailed.

Please see attached CIT Fee Description Document for full explanation of Account Management and Coordination, Receiving and Inventory (R&I), Installation, Hardware Maintenance, Annual Network Fee, Professional Development, and LTPP charges. Also included are explanations of the additional options of Advanced Engineering Services (AES), Hosted District Services, and Edcomm.

I look forward to working with you and your staff on this project. If you need any additional information, please feel free to contact me at (516) 832-2856. Thank you.

Very truly yours,

Joseph Franco
Account Manager

Enclosures: Statement of Work

Attachment: BOCES Contract_Remote Learning (3858 : BOCES Contract - Purchase of Devices)

Statement of Work

Location	Plan	Notes	Qty
Levittown Memorial Education (Admin)	Drop Ship Only - Equipment	Chromebook 11 3100 (4GB RAM, 32GB HD, Touch Screen)	5000
Levittown Memorial Education (Admin)	Software purchase Only	Chrome Education Licensing	5000

Attachment: BOCES Contract_Remote Learning (3858 : BOCES Contract - Purchase of Devices)



NASSAU BOCES CIT - TECHNOLOGY PROJECTS AND SUPPORT

Procurement, Management and Coordination Fees

1. Receiving and Inventory

Fee —4% of project's hardware and vendor labor costs

Includes but is not limited to —

- ☒ Receiving and warehousing all ordered products until scheduled deployment dates. Providing necessary space, security, and insurance while the items are in our care
- ☒ Inventorying of all items that must be tracked for state auditing purposes
- ☒ Coordinating delivery to primary district location and secondary location as necessary. A delivery schedule will be established for each school, including coordination with designated school contacts
- ☒ Managing delivery confirmation: review of delivered equipment, comparison to original order and coordination of sign-off from a district representative
- ☒ Arranging for use of Nassau BOCES delivery vans and box trucks as necessary
- ☒ Reconciling and remediating of any and all discrepancies including RMA (Return Merchandise Authorization), refunds and repurchase, as necessary

Fee Reduction on Drop Shipments available –2% of project's hardware and vendor labor costs.

Includes but is not limited to —

- ☒ Managing drop shipment delivery confirmation: reviewing delivered equipment and obtaining sign-off from a district representative
- ☒ Managing drop shipment coordination to final designated buildings as applicable
- ☒ Managing drop shipment reconciliation, collecting packing slips, serial #s and equipment locations for inventory
- ☒ Creating inventory against purchase orders of all items that must be tracked for state auditing purposes
- ☒ Reconciling and remediating of any and all discrepancies including RMA (Return Merchandise Authorization), refunds and repurchase, as necessary
- ☒ Includes all Copier projects

Note: The 4% receiving and inventory is WAIVED for all hardware maintenance, software and software maintenance

2. Project Management and Coordination

Fee —15% of the project's hardware and vendor labor costs.

Includes but is not limited to —

- ☒ Year-round availability of a dedicated Project Manager
- ☒ Nassau BOCES can assist and provide short-term and long-term technology planning
- ☒ Plan site surveys on a per project basis if necessary
- ☒ Infrastructure design guidance – including voice, network and wireless
- ☒ Proposal and contract development
- ☒ Attendance at district board meetings as needed
- ☒ Procurement in accordance with Nassau BOCES purchasing guidelines

- ☑ Navigation of New York State OGS umbrella quoting process in compliance with state regulations
- ☑ Creation of annual bids for equipment
- ☑ Facilitate cross-contract bid usage
- ☑ Creation of specific bids on an as needed basis
- ☑ Management of vendors through vetting, establishment of standards, and review of expectations where necessary
- ☑ Ordering of hardware, software, cabling, and services. Monitoring and where needed, and expediting of hardware and software orders until all items are received
- ☑ Acting as liaison between the district and contractors and supplying status reports as needed
- ☑ Management of Scheduling, coordinating, and monitoring on-site setup and installation of hardware and software
- ☑ Arrange training for users, system operators, and administrators as necessary (may require additional fee)
- ☑ Management/coordination of post-installation support
- ☑ Identification of, and arrangement for on-going support and solutions
- ☑ Nassau BOCES can offer multi-year financing on most technology projects. Nassau BOCES can secure Bank Loans on behalf of the district at competitive rates, by request.

Starting July 1, 2017 the 15% Project Management Fee will be capped at \$75,000 for all Cabling Projects

3. Installation - On-site Deployment

Fee — Based on the quantity and complexity of the project's hardware and software, and the designation of services to be provided as listed in the Contract or LOI Scope of Work.

Can include but is not limited to – (All tasks performed based on Statement of Work)

- ☑ Deployment of equipment to designated install locations
- ☑ Coordination of Un-boxing and setup of hardware
- ☑ Integrate equipment into the school's network
- ☑ Image creation for each PC/Device hardware variation
- ☑ Server configuration
- ☑ Active component configuration
- ☑ Testing of network access to required resources, i.e. Internet, printing, etc.
- ☑ Coordination with Custodial staff to remove all packing materials resulting from completed deployments
- ☑ Testing of all hardware for basic functionality
- ☑ Does not include recycling or disposal of replaced equipment. Please contact your Project Manager about recycling or disposal options.

NOTE: All requests for additional hardware, relocation of existing hardware or reconfiguration of existing hardware intended for network installation must be reviewed with the BOCES project manager prior to purchase or implementation. The project manager will check the feasibility of installation with the technical support staff. Upon approval, an assessment of Network fees will be generated to determine if additional Network Support Fees and/or installation fees should be implemented to include support for said hardware/software. Purchase and installation of new hardware is billable. BOCES cannot purchase components for district owned hardware.

4. Hardware Maintenance

Fee - \$10 per device

- ☑ Provides the district access to the Nassau BOCES "Helpdesk" for call creation and the coordination necessary to facilitate manufacturers warranty repairs. Scenario: District calls in the defective hardware to the Nassau BOCES Helpdesk. The Helpdesk handles all details such as shipping, delivery, and installation of defective parts. In the absence of this service, the district would be expected to call the defective unit into the manufacturer, troubleshoot, diagnose, order parts and track the shipping of the

necessary replacement part(s). Under hardware maintenance, this is all handled seamlessly by the Nassau BOCES Helpdesk and the defective parts are removed and installed by BOCES techs in a timely manner.

5. Annual Network Fee

Fee – Depends of scope of project, staffing requirements and network complexity.

Includes but is not limited to —

- ☒ Nassau BOCES technical representative(s) available to provide network support of the infrastructure, active components, servers, workstations and peripherals on the network
- ☒ Support of various LANS and/or WANS including network and workstation operating systems, connectivity and logons, and remote access; also identifies areas for improvement
- ☒ Personnel to serve as lead on large project installations as described in the Project Statement of Work
- ☒ Nassau BOCES provides a Customer Care support (516-334-1770) line between the hours of 7 a.m. and 4 p.m., (3:30 p.m. July and August), Monday through Friday (except for holidays)

6. Professional Development

Fee — approx. 15% of HW/SW and Model Schools Subscription Fee required annually.

- ☒ Model Schools (professional development) days for staff development. The number of days depends on the size of the project. These days can be used in areas of need as defined by the district. The opportunity to spread these days over the course of several years is available. One professional development day is included with the annual subscription fee.

7. Learning Technology Project Planning

Subscription Fee required annually

- ☒ Qualifies the district for CoSer 532-6360 projects through Nassau BOCES as per the NYS Coser guidelines

ADDITIONAL CIT TECHNOLOGY SERVICES

8. Advanced Engineering Services (AES)

Fee: - Advanced Engineering Services for the school year requires an onsite assessment of district network and infrastructure for a customized quote.

- Nassau BOCES Advanced Engineering Services (AES) is a custom built solution based on the district's technology needs and requirements.
- Nassau BOCES provides the following services and support:

AES NETWORK SUPPORT, WIRELESS NETWORK SUPPORT, VMWARE ENVIRONMENT,
HELPDESK AND PROJECT MANAGEMENT

Network Support Includes:

- ☒ Support of switching and routing infrastructure
- ☒ Logical configuration of all switches and routers
 - o IOS upgrades

AES Helpdesk Includes:

- ☒ Nassau BOCES Customer Care Center for AES services only
- ☒ Monitoring of calls as well as escalation
- ☒ Coordination with in-district staff

AES Project Management Includes:

- ☒ Creating and maintaining accurate network diagrams
- ☒ Network monitoring and notifications
- ☒ Monitoring and maintenance of district firewall
- ☒ UPS maintenance and monitoring, if the UPS units support it.
 - o May require additional hardware purchase
- ☒ Troubleshooting

Wireless Network Support Includes:

- ☒ Wireless controller connections
- ☒ Wireless controller configuration
- ☒ SSID creation
- ☒ Security protocols
- ☒ OS upgrades
- ☒ Wireless access points
- ☒ Wireless network monitoring and notifications
- ☒ Troubleshooting

VMWare Environment Includes:

- ☒ Support for logical and physical configuration of ESX servers
- ☒ Support of virtual machines on the VMWare deployment
- ☒ Monitoring of all physical ESX servers as well as guests
- ☒ Support of SAN infrastructure
- ☒ Active directory support
- ☒ Messaging

- ☒ Coordination of future projects within districts
- ☒ Procurement of quotes for hardware and software to assure consortium pricing
- ☒ Assistance in future planning with Nassau BOCES NOC on behalf of the district

AES Additional Options¹

- ☒ Closet cleanups
- ☒ Configuration and setup of any additional network equipment purchased in the future.
- ☒ Additional wireless equipment setup
- ☒ Cabling
- ☒ Phone project- phone system support
- ☒ 24/7 support (not available at this time)
- ☒ Notifications will be setup for all network equipment and sent to the appropriate staff within the district and Nassau BOCES
- ☒ ¹AES Options require technical assessment to determine the additional cost which will be outlined in a supplementary LOI.

9. Hosted District Services

Fee: - Hosted District Services for the school year requires an onsite assessment of district needs

3 options to choose from

Hardware/Software Co-Location Services

- a. The housing of district owned and district managed equipment in Nassau BOCES Data Center
- b. Provision of electricity, UPS Power, Generator backup power
- c. Connectivity provided through BO-TIE
- d. Notifications to district of equipment failure

Offsite data redundancy and disaster recovery

- a. Replication of District SAN Data
- b. File level Backups

Hosted Services

- a. Hosted e-mail solution
- b. Hosted Applications
- c. All in-district Servers moved to Nassau BOCES Server Hosting

10. Educational Communications

Fee: - Annual Base Subscription Fee \$1500.00 used as a debit account for Labor and Parts.

- ☒ Equipment repair, installation and maintenance
- ☒ Network cabling and fiber optic runs
- ☒ Off-warranty repairs for technology peripherals
- ☒ Printer repair and maintenance
- ☒ iPad and Chrome Book repairs
- ☒ Videoconferencing setups and maintenance
- ☒ Other Support and Maintenance based on request (assessment required)

Assumptions

- All school networks will be fully functional on scheduled days of installation.
- Setup locations within the schools will have sufficient desk space and power to accommodate all equipment targeted for installation.
- Nassau BOCES will not be responsible for troubleshooting/repairing any existing unsupported network, computer or peripheral device.
- Any work required that is outside the scope of work or established network support parameters will be billed on a time and materials basis.

Please contact your Project Manager or Kyle Humann at 516-608-6697 or khumann@nasboces.org with any questions regarding the fees listed in this document.

All questions about Advanced Engineering Services should be directed to Sandeep Dhillon at 516-582-1900 or sdhillon@nasboces.org.



Levittown Union Free School District
Project#: 9-733825
Bill of Materials Overview

532 Instructional

Item and Details	Qty	Unit Cost	Ext Cost
Dell Computer Corporation - Lot 2 - Hardware Chromebook 11 3100 Intel Celeron N4020 210-ARJL Dell Chromebook 3100 338-BUUG Intel Celeron N4020 (Dual Core, up to 2.8GHz, 4M Cache, 6W) 370-ADZI 4GB 2400MHz LPDDR4 Non-ECC 400-AWCZ 32GB eMMC Hard Drive 391-BDXX 11.6" HD (1366 x 768) Embedded Touch, Camera & Microphone, WLAN Capable 580-AHRW US English Keyboard, non-backlit 570-AADK No Mouse 555-BEVK Intel(R) Dual Band Wireless AC 9560 (802.11ac) 2x2 + Bluetooth 5.0 389-DPUG Label 0X03 451-BCNK Primary 3-Cell 42Whr Battery 492-BCNV 65W AC Adapter 250V,1M 537-BBBL US Power Cord 998-DYKM Fixed Hardware Configuration 389-BCGW No UPC Label 340-AGIK Safety/Environment and Regulatory Guide (English/Spanish) 340-CKUZ Quick Start Guide 389-BKKL EAN label 631-ABBH Not Included 320-BCTL Touch LCD Cover 340-CRSG Min Config Packaging 389-BHZJ Intel(R) Label 460-BBEX No Carrying Case 800-BBQM BTS/BTP Smart Selection Shipment, Chromebook (VS) 823-5167 Mail In Service after Remote Diagnosis, 1 Year 823-5168 Dell Limited Hardware Warranty Initial Year 368-6204 CFI Information,Liftgate, Peripheral,Customer Install	5,000	\$230.17	\$1,150,850.00
Google Management Console for Chromebook - Software Google Chrome Management Console License - Education CROSSWDISEDU	5,000	\$23.85	\$119,250.00
Total			\$1,270,100.00

Component	Total
Total Materials Cost:	\$1,270,100.00
Account Management Cost:	\$190,515.00
Inventory and Receiving Cost:	\$23,017.00
BOCES Labor Cost:	\$0.00
Vendor Labor Cost:	\$0.00
Hardware Maintenance Cost:	\$0.00
Cabling Installation Cost:	\$0.00
Professional Development:	\$94,716.67
Total Annual Charges:	\$0.00
Total Cost:	\$1,578,348.67

Attachment: BOCES Contract_Remote Learning (3858 : BOCES Contract - Purchase of Devices)

Request for Certificate of Insurance
Levittown Union Free School District
Project#: 9-733825

TO:

Insurance Company _____

Contact Name: _____
 Telephone Number: _____
 Fax Number: _____

FROM:

Customer/Lessee Name: Board of Cooperative Educational Services of Nassau County
 Nassau BOCES Administrative Center
 71 Clinton Road
 Garden City, New York 11530

Contact Name: _____
 Telephone Number: _____
 Fax Number: _____

Board of Cooperative Educational Services of Nassau County is in the process of financing certain equipment from 233 Genesee Street Corporation Bank. In order to facilitate this transaction, please submit a Certificate of Insurance to:

233 Genesee Street Corporation
 and its successors and assigns
 PO Box 1358
 Buffalo, NY 14240

In order to facilitate this transaction, please submit a Certificate of Insurance to:

Board of Cooperative Educational Services of Nassau County
 Nassau BOCES Administrative Center
 71 Clinton Road
 Garden City, New York 11530

Board of Cooperative Educational Services of Nassau County requests that 233 Genesee Street Corporation be listed and named **ADDITIONAL INSURED** as to public liability coverage and **LENDER LOSS PAYEE** as to property coverage. A copy of said certificate should be forwarded to Nassau BOCES as described below.

NOTE: Coverage is to include (1) insurance against all risks of physical loss or damage to the Equipment (including theft and collision for Equipment consisting of motor vehicles) and (2) commercial general liability insurance (including blanket contractual liability coverage products liability coverage) for personal and bodily injury and property damage. In addition, 233 Genesee Street Corporation is to receive 30 days prior written notice of cancellation or material change in coverage.

Please email this completed information to:

Nassau BOCES
 Attention: Patricia Sheehan, Program Manager, Technology Services
 Email: psheehan@nasboces.org
 Telephone Number: 516-832-2748

Please contact the person above if you have any questions. Thank you!

Attachment: BOCES Contract_Remote Learning (3858 : BOCES Contract - Purchase of Devices)

TAX CERTIFICATE

Levittown Union Free School District

I, the undersigned authorized officer of the Levittown Union Free School District (the **“School District”**) do hereby certify that this certificate is issued with respect to the execution and delivery of the Master Tax-Exempt Lease/Purchase Agreement dated June 9, 2011 (the **“Master Tax-Exempt Lease/Purchase Agreement”**), as supplemented by Property Schedule No. _____ dated _____, (the **“Issue Date”**) (the **“Schedule”**), each by and between the Issuer (Nassau BOCES) and 233 Genesee Street Corporation (the **“Lessor”**). The Master Tax-Exempt Lease/Purchase Agreement as supplemented by the Schedule is herein called the **“Agreement.”**

1. *Purpose of the Agreement.* Under the terms of the Agreement, the Issuer will lease and purchase in installments from the Lessor certain equipment specified in the Schedule (the **“Equipment”**) for use by the School District and will make rental payments (the **“Rental Payments”**) to the Lessor. The dates and amounts of the Rental Payments, consisting of the interest components (the **“Interest Components”**) and the principal components (the **“Principal Components”**), are set forth in the Schedule. The Issuer and the School District have entered into an agreement, dated _____, pursuant to which, among other things, the School District will pay the Issuer certain administrative fees and amounts sufficient to enable the Issuer to pay the Rental Payments under the Agreement. The School District is expected to make such payments from appropriations out of the School District’s annual budget.
2. *Limitations on Private Use of the Project.* The School District will not enter any contract or arrangement or cause or permit any contract or arrangement to be entered (to the extent of its reasonable control) with persons or entities that are not state or local governmental units if that contract or arrangement would confer on such persons or entities any right to use the Equipment on a basis different from the right of members of the general public. The contracts or arrangements contemplated by the preceding sentence include but are not limited to management contracts, take or pay contracts or put or pay contracts, and capacity guarantee contracts. The Equipment will not be used at any time during the term of the Agreement, directly or indirectly, in any trade or business carried on by a natural person or entity or in any other activity carried on by a natural person or entity (a **“Private Use”**). Use by the State of New York, any of its agencies or instrumentalities or any local governmental unit and use as a member of the general public will be disregarded in determining whether a Private Use exists.
3. *Records Retention.* The School District covenants to maintain records that support the representations, certifications and expectations set forth in this Certificate until the date three years after the last Rental Payment has been made.
4. *Tax Covenant.* The School District will comply with all the procedures and provisions set forth herein, and will do and perform all acts and things necessary and desirable within its reasonable control in order to assure such compliance.

IN WITNESS WHEREOF, I have hereunto set my hand on behalf
of the _____, as of _____, 20 ____.

Authorized Officer _____

Board Motion
Levittown Union Free School District
Levittown NY

MOTION MADE BY _____ SECONDED BY _____ TO APPROVE THE AGREEMENT BETWEEN LEVITTOWN UNION FREE SCHOOL DISTRICT AND BOARD OF COOPERATIVE EDUCATIONAL SERVICES (PROJECT # 9-733825 DATED) TO FIND THAT:

- i. the use of the Equipment and the District's participation in the Learning Technology Project Planning project is essential to the District's proper, efficient and economic operation of its education program to be supported by the Equipment, and is necessary to maintain the District's educational program; and that
- ii. the expenses arising under this Agreement constitute expenses necessary for providing educational services and the transaction is in the best financial interests of the School District because it enables the District to utilize the equipment in a cost effective and economic manner.

AND TO APPROVE AN ASSIGNMENT OF CO-SER AGREEMENT BETWEEN THE LEVITTOWN UNION FREE SCHOOL DISTRICT AND THE BOARD OF COOPERATIVE EDUCATIONAL SERVICES OF NASSAU COUNTY ARISING UNDER THE AGREEMENT FOR TECHNOLOGY PROGRAM PROJECT # 9-733825 TO REPLACE OBSOLETE COMPUTER EQUIPMENT at:

Destination Building Name	Building - Full Address 1 line
Levittown Memorial Education (Admin)	150 Abbey Lane; Levittown, NY 11756

AND TO AUTHORIZE THE BOARD PRESIDENT TO SIGN THE APPROPRIATE ASSIGNMENT AND SUCH OTHER DOCUMENTS AND AGREEMENTS AS MAY BE NECESSARY TO EFFECT THE TRANSACTION SUBJECT TO LEGAL COUNSEL REVIEW.

I _____, THE SCHOOL DISTRICT CLERK, CERTIFY THAT THE FOREGOING RESOLUTIONS WERE ADOPTED BY THE LEVITTOWN UNION FREE SCHOOL DISTRICT BOARD AT A REGULAR MEETING OF 5-27-2020, OF WHICH NOTICE WAS GIVEN AND A QUORUM BEING PRESENT AND I FURTHER CERTIFY THAT THOSE RESOLUTIONS HAVE NOT BEEN AMENDED OR REVOKED.

Dated: _____ Signature: _____

RESOLUTION OF THE BOARD OF EDUCATION FOR THE LEVITTOWN SCHOOL DISTRICT

WHEREAS, the Board of Education of the Levittown School District 9-733825 desires to enter into a 5 year contract with the Nassau BOCES in order for the Regional Information Center to furnish certain services to the District pursuant to Education Law 1950(4)(jj), those services being: CoSer 532 Instructional Technology Services.

NOW, THEREFORE, it is

RESOLVED, that the Board of Education of the Levittown School District agrees to enter into a contract with the Nassau BOCES for the provision of said services to the District not to exceed \$1,578,348.67 plus related borrowing fees, plus yearly Regional Information Center support during the term of this contract, finalized by the Superintendent, subject to the approval of the Commissioner of Education, for a period from 7-1-2020 to 6-30-2025.

CERTIFICATION OF DISTRICT CLERK

I, _____, District Clerk of the Levittown School District, hereby certify that the attached resolution was adopted by the required majority vote of the Board of Education at its meeting held on 5-27-2020.

Date: _____

District Clerk

Levittown Union Free School District

Project#: 9-733825 Financed

AGREEMENT made this ____ day of _____, 20____ by and between the Levittown Union Free School District, (herein the "School District"), with its principal offices at the Levittown Memorial Education (Admin), located at 150 Abbey Lane; Levittown, NY 11756 and The Board Of Cooperative Educational Services of Nassau County, (herein, "BOCES"), with its principal offices at George Farber Administrative Center, 71 Clinton Road, Garden City, NY 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, Nassau BOCES and the School District are participating in Nassau BOCES' Learning Technology Project Planning service(s), shared cooperative services which build on the concept of curriculum-driven technology and cooperative learning, (herein "Shared Services"), and

WHEREAS, the School District wishes to continue to expand its participation in Shared Services through the addition of equipment as listed in Exhibit A; which shall be connected to the existing networks within the School District, and which will be installed at mutually agreed upon sites within the School District (herein the "Participating Sites"); and

WHEREAS, the School District requires certain computer equipment, software and/or other services to participate in Shared Services within the Participating Sites, and such equipment, software and services constitute expenses necessary for providing educational services to the School District; and

WHEREAS, BOCES is willing to provide certain computer equipment and services to the School District, subject to and upon the terms and conditions set forth in this Agreement.

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

1. BOCES shall complete the purchase of the computer equipment (the "Hardware") and software (the "Software") described in Exhibits A attached hereto and made a part hereof (the Hardware and the Software are sometimes referred to in this Agreement collectively as the "Equipment"). During the term of this Agreement, BOCES shall dedicate the Equipment to the School District's sole and exclusive use as long as the School District participates in Shared Services, subject to and upon the terms and conditions set forth in this Agreement.
2. Upon the execution and delivery of this agreement by the School District, the School District shall pay to BOCES the sum of \$1,697,938.88 over a five (5) year period as stated in Exhibit D.

This represents the approximate cost of the Equipment and Services over the length of the contract. However, BOCES shall make the Equipment available to the School District prior thereto.

3. Following the purchase of the Equipment by BOCES, BOCES shall install or schedule the install with a mutually approved vendor, the Equipment at the Participating Sites in accordance with the site survey for the network (the "Network") developed by BOCES in cooperation with the School District, which site survey provides for the general configuration of the Network. The School District shall fully cooperate with BOCES and the vendors and suppliers of the Equipment to implement the transactions contemplated by this Agreement and shall take all action, reasonably requested by BOCES to install the Network including the installation of the Equipment at each Participating Site(s) Without limiting the generality of the foregoing:
 - a. During the term of this Agreement, the School District shall identify and designate a person or persons who shall be responsible for assisting BOCES (and the vendors or suppliers of the Equipment) with respect to the installation of the Equipment and the implementation of Shared Services within the Participating Sites (the "School District Designee") who shall, without limitation, assume lead responsibility for learning and administering the Shared Services within the Network. The School District Designee shall have full and complete authority to act on behalf of the School District with respect to all matters under 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 Shared Services as contemplated by this Agreement.
 - b. During the term of this Agreement, representatives and designees of BOCES shall have access to the School District's facilities and telephones, including the Participating Sites, from 8:30 am to 4:00 pm. for the purpose of site preparation, equipment installation and on-going work, training, support and maintenance 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 such 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 the installation of the Equipment including, without limitation, providing proper electrical service with power line conditioning, furniture, and appropriate climate

control to protect the Equipment in accordance with the Agreements between BOCES and each of the manufacturers, vendors and/or suppliers of the Equipment or providers of any services to be provided by BOCES hereunder ("Vendor Agreements"), or as BOCES may reasonably specify.

- ii. The removal or moving of all heavy furniture, file cabinets, desks and supplies, etc as necessary, from the installation site and any other areas necessary to gain access to the installation site as needed to complete the project.
 - iii. The detection, removal and/or abatement of asbestos, hazardous waste or other pollutants as required by the Vendor Agreements, or as BOCES may reasonably specify.
 - 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. The School District shall comply with the requirements of all manufacturers, vendors or suppliers of the Equipment to keep each and every Equipment manufacturer's, vendor's and/or supplier's warranty and/or maintenance agreement in full force and effect.
4. Upon the School District's receipt of the Equipment, it shall bear the risk of all loss and damage to the Equipment and shall keep the Equipment at a location or locations as agreed to with BOCES, which shall in all cases be readily accessible by BOCES. The School District shall not alter, make additions to or utilize or interconnect any device to the Equipment without BOCES' prior written consent and the School District shall remove any such alterations, attachments and additions and restore the Equipment to its unaltered condition before returning it to BOCES. The School District further agrees to be bound by the following terms and conditions:
- a. The School District shall inform BOCES of the location of all Equipment and shall keep the Equipment at such locations. The School District shall not move the Equipment to another location without BOCES' prior written approval.
 - b. The School District shall not make any alterations or additions to the Equipment without BOCES' prior written consent. An alteration is any change to the Equipment which deviates from the manufacturer's physical, mechanical, electrical or electronic design, whether or not additional devices or parts are used. The School District may not make any alteration or attachment that creates a safety hazard or renders maintenance of the Equipment impractical.
 - c. The School District shall remove any alteration or attachment and restore the Equipment to its unaltered condition before returning it to BOCES.

- d. The School District shall furnish all labor and costs for unpacking and packing the Equipment.
 - e. The School District shall not sublicense, assign, transfer or encumber any of the Equipment.
 - f. The School District shall not distribute the Software to any third party.
 - g. The School District shall not reverse assemble, reverse compile, or otherwise translate the Software.
 - h. The School District shall follow the procedures described in the Service Delivery Standards Document for the Shared Services, copies of which will be provided to the School District.
 - i. The School District shall not make copies of any handbooks, documents or manuals provided by BOCES, or any manufacturer, vendor or supplier of any of the Equipment without BOCES' prior written consent.
 - j. The School District shall store the Software and all manuals and handbooks in a safe and secure area in the building where the Equipment is installed so that all original media and/or manufacturer's licensing are readily accessible by BOCES.
 - k. The School District shall not, without the prior written consent of BOCES, use the name, trade name, trademark or other designations of BOCES, or any manufacturer, vendor or supplier of the Equipment in any promotion or publication.
 - l. The School District shall insure that anyone who uses the Equipment (either locally or remotely) does so only for the School District's authorized use.
 - m. At the completion, expiration or termination of this Agreement, if BOCES agrees or is required to remove computers or other equipment from the Participating Sites or any other School District premises, the School District shall pay BOCES for all costs and expense of such removal and disposal. The cost of such removal and disposal will be determined by BOCES at the time of such removal and disposal.
5. During the term of this Agreement, in connection with the School District's participation in Shared Services, BOCES will provide to the School District training, maintenance and coordination support services as provided for in Exhibit B and attached hereto and made a part hereof. Such services may be provided by one or more BOCES' staff members and/or designees.
6. During the term of this Agreement, and for so long as the School District continues to participate in Shared Services and continues to comply with the requirements of each Equipment manufacturer, supplier or vendor to keep manufacturer's warranties and maintenance agreements in full force and effect, defective Equipment will be promptly repaired and/or replaced by BOCES in accordance with and pursuant to the terms and conditions of the applicable

manufacturers, vendors or suppliers warranty, at no additional cost to the School District.

Notwithstanding anything to the contrary contained in this Agreement, BOCES obligation to repair and/or replace defective Equipment shall be subject to all of the terms and conditions set forth in Exhibit C attached hereto and made a part hereof.

7.

- a. The School District shall promptly pay to BOCES all of BOCES' costs for purchasing the Equipment including without limitation, all costs and charges imposed upon BOCES pursuant to any purchase agreement and/or related agreement based on sixty (60) equal monthly payments. BOCES shall furnish the School District with a schedule in accordance with the schedule of payments when the equipment costs have been determined by BOCES (the "Equipment Purchase Schedule"). In addition to the foregoing costs relating to the purchase of the Equipment, during the term of this Agreement, the School District shall pay BOCES all of BOCES' Project Fees and Other Program Fees of payments provided for in Exhibit D attached hereto and made a part hereof. For the Academic Year commencing July 1, 2020 the Initial Payment as shown on Exhibit D shall be due and payable 15 days later, except where said schedule refers to estimated costs actual costs shall be utilized if available and School District shall remain liable to BOCES and shall promptly pay BOCES for such actual costs when determined. Each Academic Year thereafter, the School District shall pay BOCES the Ongoing Payments provided for in Exhibit D, which shall be payable in 12 equal monthly installments on the 1st day of each month commencing in the month of July during the Academic Year except where said schedule refers to estimated costs actual costs shall be utilized if available and School District shall remain liable to BOCES and shall promptly pay BOCES for such actual costs when determine(d). For the purposes of this Agreement, "Academic Year" shall mean the period commencing on July 1 and ending on June 30 of the immediately following year. Notwithstanding anything contained in this Section 7(a), Exhibit D or elsewhere in this Agreement to the contrary, in the event that the School District requests any modifications to the Equipment, including but not limited to the equipment to be purchased and/or any material modification relating to the installation of the Hardware, and/or if the School District requests any modifications or enhancements to the Software, or additional training or service in excess of the training or services provided for in Exhibit B to this Agreement, the School District shall reimburse BOCES for any additional costs or expenses associated with such matters as then agreed upon in a new written contract between BOCES and the School District. Furthermore, any other changes with respect to the School District's participation in Shared Services and the cost of software, hardware, equipment upgrades or other services not specifically provided

for in the Agreement shall be subject to a separate agreement between the parties. If the installation of the Hardware and Software, or any of the Services need to be completed outside of regular business hours (after 4 p.m. weekdays, evening and/or weekends) by BOCES agents or employees, the School District shall be responsible to reimburse BOCES for any additional costs incurred. Prior to any work being completed outside of regular business hours, BOCES shall obtain permission from The Assistant Superintendent for Business, in writing, prior to the start of any work outside of regular business hours. However, oral permissions will be permitted when work is of an emergency nature. By way of illustration and not of limitation, such costs would include, among other things, overtime rates and meal allowances as per the applicable BOCES collective bargaining agreements. Additional expenses will be charged to the School District at BOCES' cost.

- 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 anything contained in this Agreement to the contrary, payments from the School District to BOCES set forth in Sub-paragraphs 7(a) and 7(b) above may be reduced by the amount of any E-Rate Discounts (as hereinafter defined) to which the School District is shown to be entitled and on which BOCES may be reimbursed out of the Universal Service Fund (as hereinafter defined), in accordance with the conditions set forth in Paragraph 9 below.
8. Fees and rates for network maintenance and support, professional development and base subscriptions services are provided as estimates only and are subject to review and change at the close of each fiscal year. Any modifications will be reflected in the appropriate years' annual eLOI.
- 9.
- 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 thereunder.
 - b. The School District, at its own cost and expense, shall be responsible for filing the appropriate applications and notifications, and for the information contained in such applications and notifications, with the Schools and Libraries Corporation (or any successor organization) that will qualify the School District for appropriate E-Rate

Discounts. The identification and allocation of payments eligible for E-Rate Discounts under the Agreement, shall be the sole responsibility of the School District.

- c. The School District will promptly provide BOCES with an applicable copy of:
 - i. the School District's E-Rate Discount application (FCC Form 471: Services ordered and Certification Form, or equivalent);
 - ii. the formal notification of the approval of the application; and
 - iii. the School District's service initiation notice (FCC Form 486: Receipt of Service Confirmation Form, or equivalent). Upon receipt of all documentation, confirming the School District's eligibility to receive E-Rate Discounts on services covered by this Agreement, the payments required to be made by the School District to BOCES under this Agreement will be reduced by the amount of the appropriate E-Rate Discounts and any applicable retroactive credits.
- d. 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 it is finally judicially determined that such losses, claims, damages or liabilities arose out of BOCES' negligence, gross negligence or intentional misconduct.
- e. 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. 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.

10.

- a. In the event that the School District fails to make any payment or charge under this Agreement within 30 days after the date when any such payment or charge shall be due and payable, or if the School District fails to perform any other obligation under this Agreement, BOCES may, but is not obligated to, terminate this Agreement by giving notice to the School District. Upon such termination, the School District shall, at its own cost and expense, immediately peaceably surrender and return the Equipment to BOCES in good working order and condition, subject to ordinary wear and tear, packed for shipment in accordance with manufacturer specifications, freight prepaid and insured to BOCES or its assignee's authorized storage facility in Nassau County, or as otherwise directed by BOCES, and the School District shall be liable for and shall immediately pay BOCES

upon demand any and all payments, costs and expenses hereunder which have become due and payable prior to the effective date of such termination.

- b. In addition to the foregoing, upon such termination, the School District shall remain liable to BOCES and shall continue to pay BOCES all remaining payments to BOCES in accordance with the Schedule of Payments provided for in Exhibit D hereto.

11.

- a. The term of this Agreement shall commence on July 1, 2020 upon the execution hereof by BOCES and the School District and shall terminate on June 30, 2025, unless terminated earlier in accordance with the terms and conditions of this Agreement. Subject to paragraph (c) below, after the School District has made all payments to BOCES, whether by acceleration or otherwise, the School District shall have the option to purchase (the "Purchase Option") the Equipment from BOCES for \$1.00.
- b. The Purchase Option shall be exercised by notice from the School District to BOCES not later than 30 days after the School District shall have made all payments required under this Agreement. If the School District does not exercise the Purchase Option, it shall, at its own cost and expense, return the Equipment to BOCES in good working order and condition, subject to ordinary wear and tear, packed for shipment in accordance with manufacturer specifications, freight prepaid and insured to BOCES' or its assignee's authorized storage facility in Nassau County, or as otherwise directed by BOCES.
- c. Notwithstanding anything contained in this Agreement, including this Section 11, to the contrary, in the event that this Agreement is terminated for any reason whatsoever and the School District does not exercise the Purchase Option or is not entitled to exercise the Purchase Option, the School District shall, at BOCES' discretion, and at the School District's sole cost and expense:
 - i. remove all software and files from the Equipment and dispose of the Equipment in accordance with all applicable laws, rules and regulations, or
 - ii. return the Equipment to BOCES packed for shipment in accordance with manufacturer specifications, freight prepaid and insured, to BOCES' or its assignee's authorized storage facility in Nassau County, or as otherwise directed by BOCES, and promptly reimburse BOCES for all costs and expense of deleting all software and files from the Equipment and disposing of the Equipment in accordance with all applicable laws, rules and regulations.

- 12. During the term of this Agreement the School District, at its sole cost and expense, shall obtain and maintain fire and theft insurance covering all of the Equipment for its replacement cost through insurance carriers satisfactory to BOCES. Upon request by BOCES, the School District

shall promptly provide BOCES with evidence of such insurance coverage. Notwithstanding the foregoing, BOCES, in its sole and absolute discretion may obtain such insurance on behalf of the School District and the School District shall immediately reimburse BOCES for all costs and expenses of such insurance.

13.

- 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.
- b. Notwithstanding anything to the contrary contained in this Agreement including Section 13 (c) 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 tortious conduct or otherwise; no obligation or liability shall arise or flow out of BOCES' rendering technical or other advice in connection with service, 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 pursuant to the Schedule of Payments provided for in Exhibit D attached hereto.
- 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, pandemics, epidemics, 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.

14.

- 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 or 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 all data and information which shall be input into the Equipment by the School District shall comply in all respects with all applicable laws, rules and regulations;
- ii. any material placed in the Equipment shall not violate the trademark, copyright, trade name, performing right, right of publicity, or privacy, or any other right of any person or entity;
- iii. upon receipt it shall review each copy of the Agreements between BOCES and each of the manufacturers, vendors and/or suppliers of the Equipment or of any services to be provided by BOCES hereunder (the "Vendor Agreements"). During the term of this Agreement the School District's participation in Shared Services and its use of the Equipment shall be in full compliance with such Vendor Agreements, and shall be subject to the terms, conditions and limitations contained in the Vendor Agreements. 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 by reason of, or arising out of, any breach by the School District of any of its obligations under this Agreement, including but not limited to any act or omission of the School District which shall result in any breach by BOCES of any of the Vendor Agreements;
- iv. the use of the Equipment and its participation in Shared Services is essential to its proper, efficient and economic operation of the education program to be supported by the Equipment, and is necessary to maintain its educational program;
- v. the costs and expenses arising under this Agreement constitute ordinary contingent expenses necessary for providing educational services; and
- vi. before executing this Agreement, the Board of Education of the School District has adopted a resolution determining that the costs and expenses arising under this Agreement are ordinary contingent expenses of the School District, and is in the best financial interests of the School District and stating the basis for such determination, and has delivered a true and accurate copy of such resolution to BOCES.

- c. 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 by reason of, or arising out of, any breach by BOCES of any of its obligations under this Agreement due to BOCES' gross negligence or intentional misconduct.
15. Neither party may assign this Agreement, the Equipment, or any of its rights or obligations hereunder or thereunder without the prior written consent of the other party.
16. 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 to by certified or registered mail, return receipt requested, to the parties at the following addresses:
- | | |
|--|---|
| <p>If to BOCES:
 George Farber Administrative Center
 71 Clinton Road
 Garden City, New York 11530
 Attention: Pam Christensen, Associate Director</p> | <p>If to the School District:
 Levittown Union Free School District
 Levittown Memorial Education (Admin)
 150 Abbey Lane
 Levittown, NY 11756
 Attention: Tonie Mc Donald, Superintendent of Schools</p> |
| <p>With a copy to:
 Ingerman Smith, LLP
 Attn: Steven A Goodstadt, Esq.
 150 Motor Parkway, Suite 400
 Hauppauge, New York 11788</p> | <p>With a copy to:
 Lamb and Barnosky, L.L.P
 Attn: Sharon N. Berlin, Esq.
 534 Broadhollow Rd
 Melville, NY 11747</p> |
17. This Agreement 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.
18. 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.
19. 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.
20. 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 Shared Services' eligibility in whole or in part, for Aid, including

- i. 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, and
 - ii. the State Education Department's Memorandum to District Superintendents of Schools, dated December 3, 1999, regarding Implementing Education Law Section 1950(4)(d)(2-1), copies of which have been provided to the School District and its legal counsel.
21. This is a negotiated agreement, and this Agreement will not be construed against any party by reason of the 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 the Agreement.
 22. By signing this contract, each person, and each person signing on behalf of any other 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 165-a of the state finance law.
 23. GOVERNING LAW: This Agreement shall be governed by, and interpreted and enforced in accordance with, the laws of the State of New York without regard to conflicts or choice of law provisions that would defer to the substantive laws of another jurisdiction. Each of the parties hereto consents to the jurisdiction of any state court located within the County of Nassau, State of New York, or federal court located in the County of Suffolk, State of New York, and irrevocably agrees that all actions or proceedings relating to this Agreement must be litigated in such courts, and each of the parties waives any objection which it may have based on improper venue or forum non conveniens to the conduct of and proceeding in any such court.

Levittown Union Free School District**Project#: 9-733825**

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

Levittown Union Free School District**Board Of Cooperative Educational
Services of Nassau County**

Name: _____
(Please Print)

Name: Dr. Robert R. Dillon
(Please Print)

Title: _____

Title: District Superintendent

By: _____

By: _____

Date: _____

Date: _____

Project#: 9-733825

Exhibit A

	Qty for this Building	Item Name
ADM - Levittown Memorial Education (Admin) - 150 Abbey Lane; Levittown, NY 11756 (2 Item Locations)		
	5000	Chromebook 11 3100 Intel Celeron N4020
	5000	Google Chrome Management Console License - Education
TOT	10,000	

Attachment: BOCES Contract_Remote Learning (3858 : BOCES Contract - Purchase of Devices)

Exhibit B**TRAINING, COORDINATION, MAINTENANCE, AND SUPPORT SERVICES****Levittown Union Free School District****Project#: 9-733825****Scope of Project**

This Agreement includes the purchase and installation of the equipment as it appears in the chart below.

Dest Bldg Code	ADM	Totals
Item Name	Qty for this Building (tot)	Qty for this Building (tot)
Chromebook 11 3100 Intel Celeron N4020	5000	5000
Google Chrome Management Console License - Education	5000	5000
Totals (2 groups)	10,000	10,000

Account Management and Coordination

Nassau BOCES will provide ongoing on-site and off-site account management and coordination services that will include consultation, planning, implementation, curricula design, evaluation and support throughout all phases of the project as reasonably required by the Levittown Union Free School District.

Professional Development and Instructional Support

Professional development for the project is coordinated through the Model Schools Program. This program is designed to meet professional development needs for participating teachers with regard to curriculum/technology integration and evaluation of instructional technology implementation. The participants are introduced to instructional software by working on authentic learning tasks and engaging in hands-on, active learning within the context of a curricular area. Our professional developers work side by side with teachers during the implementation of their lessons. Using the New York State Learning Standards as a foundation, our professional development team works cooperatively with teachers on integration activities, ideas for sample projects, and professional development models.

As an option, Levittown Union Free School District may choose to use approximately 74.5 days from the total allocation of each year's professional development days to create and implement an evaluation of the professional development program and its impact on the district's teachers and students.

The Models Schools Program has defined a methodology to provide the district with a professional development process that includes evaluation and assessment for effective instructional technology integration. This will enable Levittown Union Free School District to assess the progress of instructional technology integration and customize a professional development program that responds to the needs of its staff. This can be an option in any year that your district is receiving professional development from Model Schools.

The Model Schools evaluation process:

1. Create an evaluation committee within Levittown Union Free School District
2. Develop evaluation criteria and related questions
3. Create performance indicators for each question
4. Organize indicators into assessment rubrics
5. Collect data and score using rubrics

6. Create an evaluation report that will set a direction for future efforts

The evaluation process will center on three critical questions/goals:

- Has technology integration affected students' achievement positively?
- Are teachers fluent with technology tools to the extent that they can use these tools effectively with students?
- Has the district allocated technology resources to best support all teachers and students?

Nassau BOCES and Levittown Union Free School District may develop a set of indicator rubrics that will help identify evidence and define successful mastery of the performance indicators associated with each evaluation question or goal. The two remaining steps for the evaluation project are data collection and reporting. Data collection makes use of tools and techniques such as surveys, observations, interviews, focus groups, and reviews of teacher and student work. The goal is to collect data that relates to the developed indicators. Model Schools evaluation efforts will focus inquiries around concrete questions, develop visual indicators of performance, and collect data that support a performance-based assessment. A final evaluation will be provided to Levittown Union Free School District.

There will be 15 additional days of professional development and instructional support in year one of this Agreement.

Year two will include 16 additional days of professional development and instructional support.

Year three will include 16 additional days of professional development and instructional support.

Year four will include 14.5 additional days of professional development and instructional support.

Year five will include 13 additional days of professional development and instructional support.

The focus of professional development and instructional support will include evaluation of instructional technology implementation, classroom management, software applications, management of system software, and curriculum integration for all involved teachers and administrators of the School District.

Learning Technology Project Planning

BOCES will assist the School District with the implementation of the Learning Standards facilitated by technology. This process will take place in a series of collaborative meetings between the School District and other districts to research exemplary practices in the utilization of technology to improve curriculum instruction and assessment. The BOCES account manager will schedule, coordinate, and participate in these meetings. The BOCES account manager will also provide consultation and support toward the utilization of technology to improve curriculum and instruction.

Model Schools

Staff development for the project is coordinated through the Model Schools Program. This program is designed to meet staff development needs for participating teachers with regard to curriculum/technology integration. The Model Schools Program has defined a methodology to provide teachers with a staff development process to attain a comfort level for effective instructional technology integration.

Hardware Maintenance

Warranty and Maintenance provided as per the attached Overview (Bill of Materials) for all Manufacturer's warranties for equipment listed in Exhibit A. At the end of the maintenance/warranty period the School District has the option to pay for repairs on a time and materials basis or accept full responsibility for hardware maintenance. The patch cables and power cables are considered consumable items. If they need replacement the School District will be billed for replacement costs. All hardware maintenance is provided only on equipment purchased through Nassau BOCES. The School District accepts maintenance obligations for equipment provided through this agreement outside of the scope of manufacturers' warranties on such equipment. Hardware maintenance on district-owned workstations and printers is not covered through Nassau BOCES. All hardware maintenance and network support is coordinated through the Nassau BOCES' hotline.

Local & Wide Area Network Support

This agreement provides the guidelines for services provided as network support.

I. Description of Service

BOCES will use all reasonable efforts to:

- A. Answer the district personnel's questions via a "Help Desk" telephone line.
- B. Identify the source of a problem and assist the district personnel in resolving it by:
 - 1. Help Desk troubleshooting.
 - 2. Remote diagnosis.
 - 3. Scheduling on-site assistance as necessary.

II. Statement of Work

A. Scope of Effort

BOCES will provide network support, installation, and limited end-user support services. These services consist of assuring workstation and peripheral connectivity, analyzing network performance, configuring regional standard network operating systems, installing and/or supporting regional standard networkable software and hardware, implementing backup procedures, and providing telephone assistance to district personnel, as required, to aid with problem resolution in a timely manner. On site service will be provided according to level of criticality.

- LEVEL I Entire network down/critical application down. *Technician is dispatched as soon as possible.*
- LEVEL II Inability to perform network functions. *Technician is dispatched within 24 hours.*
- LEVEL III Individual workstations down. *Technician is dispatched within 24-48 hours.*
- LEVEL IV General Support. *Technician will call to schedule convenient day/time.*

B. Key Assumptions

This agreement is based upon the following assumptions. Changes to this statement of work may result in modifications to the schedule of work and/or the fees of this agreement.

- 1. The network operating system is installed, operational, and has been upgraded to an acceptable regional standard release level.
- 2. A valid full system backup exists and is maintained on a regular basis.
- 3. A workstation is made available to BOCES to perform any work necessary on the network.
- 4. Access to the file server and wiring closet is provided.
- 5. Any district-purchased equipment or cabling meets BOCES regional standards and is fully functional.
- 6. A complete set of functional operating system media with all associated documentation is available on site, at all times.
- 7. Time will be made available during the hours of 8:30 am to 4 pm, weekdays, to perform the tasks listed in the statement of work.
- 8. The appropriate hardware service maintenance agreements are in effect to ensure that the hardware is functioning properly.
- 9. BOCES will provide a customer support line between the hours of 7 a.m. and 4 p.m., (3:30 p.m. July and August), Monday through Friday (except for holidays) throughout the term of this agreement.
- 10. The item to be located in each school will use a modem or router connection to allow BOCES Technical Services to provide remote diagnosis, and where possible, correct network problems without an on-site visit. The school district is responsible for the telecommunications connection to the network to support this procedure.
- 11. A functional Uninterruptible Power Supply (UPS) with management software is installed on the file server.

III. Responsibilities of Nassau BOCES

- A. Problem Determination and Diagnosis BOCES will diagnose network performance and use all reasonable efforts to restore the integrity of the network if either regional standard operating system or regional standard application difficulties are encountered. In addition, BOCES will regenerate and restore backup files, including system parameters, programs, and data files wherever possible.

- B. Working with the school district designee BOCES will supply the network privileges necessary for the school district designee to maintain and administer the system backup and for some Instructional systems, the print queues.
- C. Network Profile At the inception of this agreement, BOCES will maintain copies of network diagrams, installed hardware items, serial numbers, and problem activity records.
- D. Installation of Additional Hardware All requests for additional hardware intended for network installation must be reviewed with the BOCES account manager prior to purchase. The account manager will check the feasibility of installation with the technical support staff. Upon approval, an addendum to this agreement will be generated to include support for said hardware. Purchase and installation of said hardware is billable. If requested hardware is not a BOCES regional standard item, additional billing may apply. BOCES cannot purchase components for district owned hardware.
- E. Installation of Networkable Software All requests for additional networkable software intended for network installation must be reviewed with the BOCES account manager prior to purchase. The account manager will review the feasibility of installation with the technical support staff. Upon approval, an addendum to this agreement will be generated to include support for said software. Purchase and installation of said software is billable.
- F. Stand-alone Software and CD Software All requests for stand-alone software and CD software intended for workstation installation must be reviewed with the BOCES account manager prior to purchase. The account manager will check the feasibility of installation with the technical support staff. Installation of district-purchased stand-alone software is billable.
- G. Relocation of Existing Networks, Workstations, and Peripherals All requests to relocate networks, workstations, and peripherals must be reviewed with the BOCES account manager prior to relocation. The manager will check the feasibility of moving equipment with the technical support staff. Upon approval, relocation and installation of said equipment is billable.
- H. Reconfigurations/Upgrades All requests to reconfigure/upgrade networks, workstations, and peripherals must be reviewed with the BOCES account manager prior to relocation. The account manager will check the feasibility of reconfiguration/upgrades with the technical support staff. Upon approval, reconfiguration/upgrades are billable.
- I. LAN Manager Training Staff development training for LAN managers in the routine care of the network and the proper handling of the network software management systems.

IV. Responsibilities of the School District

BOCES' performance under the Agreement is predicated upon the fulfillment of the following school district responsibilities in a satisfactory manner:

- A. School District Designee Prior to the commencement of this agreement, the school district shall designate a school district designee to whom all communications to BOCES shall be addressed. The designated person shall have the authority to act on behalf of the school district related to all aspects of the agreement.
- The responsibilities of the school district designee are:
1. To interface between BOCES and all district departments on a timely basis.
 2. To perform basic troubleshooting checks on the network; to make calls to the Help Desk as necessitated by network problems; to arrange for on-site service by technical support staff.
 3. To perform a system backup as implemented by BOCES on a regular basis and arrange to store backup media in a safe and secure location that is accessible to Nassau BOCES Technical staff. Please note that one of your backup tapes should be stored in a secondary, preferably off-site, secure location on a regular basis.
 4. To arrange maintenance for hardware and software products purchased by the district and not covered under any agreement with BOCES.
 5. To submit all requests for additional hardware, networkable software, stand-alone software and CD software, reconfiguration/upgrades, and relocation of equipment to the BOCES account manager prior to purchase/authorization. If the request is approved by BOCES, the School District Designee will obtain the written authorization of the district to be billed.
 6. To insure that each BOCES network is checked for operational integrity if it has not been operational for an extended Periods of time. If any problems are detected during this process, the school district designee will call the

BOCES Help Desk at 334-1770 so that BOCES can dispatch a technician to correct the problem. Instructional networks should be reported before August 15th, to insure operability for the opening of school.

B. Other Responsibilities

1. The district is responsible for proper site preparation to receive the network equipment by providing correct electrical service, appropriate climate control, and furniture. The ongoing maintenance of these items is the district's responsibility.
2. The district is responsible for the storage of original software disks, manuals, and backup tapes in a secure location where the equipment is installed, so that these items are easily accessible by Nassau BOCES technical staff.
3. Hardware and software purchased by BOCES for the district is owned by Nassau BOCES as required by the regulations of the State Education Department. The district has no equity in these items. It is, however, the responsibility of the district to take proper care of the equipment and see that it is secure at all times. It is the responsibility of the district to obtain and maintain fire and theft insurance covering all of the equipment for its replacement cost through insurance carriers satisfactory to BOCES, and thereby reimburse BOCES for any and all damaged, lost or stolen hardware and software. Upon request by BOCES, the school district shall promptly provide BOCES with evidence of such insurance coverage.
4. Hardware, software, and cabling/communications equipment purchased by the district must comply with BOCES regional standards in order to be maintained under this agreement.
5. No district, district personnel, or consultant hired by the district can add to, bridge or route into, or alter the system, without first consulting with Nassau BOCES so that system integrity can be maintained. Nassau BOCES has the final decision as to whether the system can be altered, as required by regulations of the State Education Department. All requests must be authorized in writing as specified in IV.A.5 (see previous page).

Exhibit C
MAINTENANCE LIMITATIONS
Levittown Union Free School District
Project#: 9-733825

Nassau BOCES will be under no obligation for Equipment maintenance or replacement for failures which result from the causes listed below.

- A. The School District's failure to procure, install, or have maintenance performed on Equipment not covered by this Agreement and on all communications media and peripherals, including without limitation transmission lines, telephone and telegraph equipment for the remote transmission of data.
- B. Failure of electrical power, air conditioning or any other failure of the facilities to meet BOCES specifications or those of the original Equipment Manufacturer (OEM). (See Contract Section 3 c.)
- C. Accident, fire or other hazard, transportation, neglect, misuse, or any other cause beyond the range of normal usage.
- D. The School District's performing or attempting to perform maintenance, installation, or repair to the Equipment (without the prior written approval of BOCES).
- E. Equipment which has been modified without BOCES prior written approval.
- F. Failure of the School District to allow BOCES or vendor access to the Equipment.
- G. Failure of the School District to perform operator-level preventive maintenance as defined in applicable Operator's Manual(s).
- H. Use of the thermal paper, magnetic tape, disks or other supplies not meeting BOCES' specifications or those of the OEM.

ADDITIONAL EQUIPMENT MAINTENANCE TERMS AND CONDITIONS

BOCES and School District each acknowledge and agree that the Hardware, Software and cabling materials (including switches) that BOCES will be purchasing pursuant to this Agreement will be from Vendors who are not parties to this Agreement. In the event School District should have a claim of any kind with respect to such Hardware, Software, and/or cabling material (including switches) it shall make such claim against the Vendor or Vendors, and not against BOCES. BOCES agrees that it will use reasonable commercial efforts to cooperate with and assist School District in asserting any claims against such Vendor or Vendors. Upon request by the School District, BOCES agrees to assign any and all warranty rights and remedies it has regarding the Hardware, Software and cabling materials (including switches) to the School District.

BOCES shall be responsible for installing such Hardware and Software, and cabling if requested. BOCES shall be liable to the School District for any negligent act or omission by its employees or agents arising from the installation of such Hardware and Software.

BOCES and the School District further agree that this provision shall apply to the maintenance, repairs and replacement of Hardware, Software, and cabling materials under this Agreement and replaces and supersedes all other provisions in this Agreement regarding BOCES obligation to maintain, repair and/or replace Hardware, Software, cabling materials and/or any other BOCES indemnification related to the maintenance, repair and/or replacement of Hardware, software and cabling materials.

BOCES repair and replacement obligation does not include:

- A. Complete unit replacement or refurbishment of electromechanical peripheral devices which in BOCES judgment are non-repairable due to wear, normal service life, usage or abuse.
- B. Paint or refinishing the Equipment or furnishing materials for this purpose.
- C. Electrical or mechanical work external to the Equipment or maintenance, alterations, installation, deinstallation, and reinstallation of accessories, attachments or other devices not furnished by BOCES or BOCES' vendors.
- D. The School District shall give BOCES prompt written notice of any defect or condition which the School District believes requires repair or replacement. All actions asserted by the School District arising hereunder shall be commenced within nine (9) months from the date the cause of action accrues.

ESTIMATED EXHIBIT D
ESTIMATED SERVICE AND INSTALLATION COSTS
Levittown Union Free School District - Project#: 9-733825: Chromebook 11 3100 (Touch 32GB HD) & Chrome Education

Description	Total	Year 1 20/21	Year 2 21/22	Year 3 22/23	Year 4 23/24	Year 5 24/25
Equipment Cost Basis:						
LTPP Hardware & Software Total (Estimated)	\$1,270,100.00					
Admin Hardware & Software Total (Estimated)	\$0.00					
Hardware & Software Total (Estimated)	\$0.00					
Other Hardware & Software Total (Estimated)	\$0.00					
Lawyers Fee		\$3,370.10				
Subtotal: Hardware & Software Costs (Estimated)	\$1,270,100.00					
LTPP Project Costs:						
LTPP Hardware & Software Total (Estimated) ¹	\$1,270,100.00					
LTPP Hardware & Software (Estimated-Financed @ 3.5% for 5 Years)	\$1,386,320.12	\$277,264.02	\$277,264.02	\$277,264.02	\$277,264.02	\$277,264.02
LTPP Vendor Installation Cost	\$0.00	N/A	N/A	N/A	N/A	N/A
Account Management & Coordination (15.0% of LTPP Total)	\$38,103.00	\$38,103.00	\$38,103.00	\$38,103.00	\$38,103.00	\$38,103.00
Receiving & Inventory (2.00% of LTPP HW Total)	\$11,508.50	\$11,508.50	N/A	N/A	N/A	N/A
BOCES Installation Cost	\$0.00	\$0.00	N/A	N/A	N/A	N/A
Hardware Maintenance	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
LTPP Subtotal	\$326,875.52	\$326,875.52	\$315,367.02	\$315,367.02	\$315,367.02	\$315,367.02
Other Project Costs:						
Estimated Professional Development (74.5 days) ²	\$18,000.00	\$19,776.00	\$20,369.28	\$19,013.45	\$17,557.94	
Additional Annual Fee and Subscriptions ³	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
Grand Total	\$348,245.62	\$346,651.52	\$335,736.30	\$334,380.47	\$332,924.96	

¹ Hardware and Software costs are subject to changes in vendor pricing.

² Fees and rates for professional development services are provided as estimates only and are subject to review and change at the close of each fiscal year. Any modifications will be reflected in the appropriate years' annual eLOI.

³ Fees and rates for network maintenance and support and base subscriptions are provided as estimates only and are subject to review and change at the close of each fiscal year. Any modifications will be reflected in the appropriate year' annual eLOI.

Note: Products may have been reviewed against vendors' published, public data privacy policies. Compliance content and attachments that may have been provided should serve only to inform a district's decision to judge the acceptability of a product. Acceptability of a product is solely a district decision.

Attachment: BOCES Contract_Remote Learning (3858 : BOCES Contract - Purchase of Devices)