



Great Neck Public Schools
Board of Education

Special Meeting of the Board of Education
Wednesday, July 13, 2022
Via Zoom, 8:00 pm

8:00 PM: The Board of Education will officially begin its public meeting and it is anticipated that the Board of Education will immediately entertain a motion to go into **Executive Session** to discuss items appropriate for executive session pursuant to the Open Meetings Law. The Board will reconvene in Public Meeting to act on the resolution below.

1. BOARD/ADMINISTRATIVE AFFAIRS

a. Agreement (Non-Instructional Staff)

BE IT RESOLVED, that the Board of Education of the Great Neck Union Free School District, having reviewed an Agreement involving a member of the non-instructional staff in executive session, hereby approves such Agreement and authorizes and directs the Superintendent of Schools and Board of Education President to execute such Agreement on behalf of the Board of Education.

b. **Apple Lease Agreement – Second Amendment**

WHEREAS, on June 1, 2022, the Board of Education authorized the lease purchase of 2,000 Apple iPad 10.2" (9th generation) and 2,000 STM DUX iPad cases for student use in the District's 1:1 iPad program pursuant to Schedule 9 of the Master Lease Purchase Agreement dated July 15, 2014; and

WHEREAS, the Board of Education further authorized the negotiation of Schedule 9 to the Master Lease Purchase Agreement.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Education approves the attached Second Addendum to the Master Lease Purchase Agreement dated July 15, 2014.

BE IT FURTHER RESOLVED, that the Board of Education approves the attached Exhibit A to Schedule 9 dated July 15, 2022 to Master Lease Purchase Agreement dated July 15, 2014 which reflects a first payment due date of October 1, 2022.

BE IT FURTHER RESOLVED, that the Board of Education of the Great Neck Union Free School District hereby authorizes the Board President to execute the Second Addendum to the Master Lease Agreement dated July 15, 2014 between the School District and Apple, Inc. and Exhibit A to Schedule 9 dated July 15, 2022 as described herein on behalf of the Board of Education and any documents necessary to effectuate said Second Addendum and Schedule 9 dated July 15, 2022 subject to the prior approval of the Commissioner of Education as may be required.

SECOND ADDENDUM TO MASTER LEASE PURCHASE AGREEMENT DATED JULY 15, 2014

THIS SECOND ADDENDUM ("Addendum") is entered into and made effective as of July 15, 2022, ("Effective Date") by and between Apple Inc. ("Lessor") and Great Neck Union Free School District of the Town of North Hempstead, County of Nassau, State of New York ("Lessee") and amends that certain Master Lease Purchase Agreement dated as of July 15, 2014 ("Master Lease"), between Lessor and Lessee. Capitalized terms used but not otherwise defined herein shall have those meanings as set forth in the Master Lease. This Addendum only modifies the Master Lease as it relates to schedules entered into on or after the Effective Date of this Addendum and nothing herein shall be deemed to modify the Master Lease as it relates to any schedule entered into prior to the Effective Date.

WHEREAS, Lessor and Lessee entered into the Master Lease for the lease-purchase of certain Equipment by Lessee through the execution of lease schedules; and

WHEREAS, Lessor and Lessee desire to further amend the Master Lease as set forth herein.

NOW, THEREFORE, in consideration of the foregoing premises, the mutual covenants and promises set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, hereby agree that the Master Lease shall be amended as follows:

1. **SECTION 4 (DELIVERY AND ACCEPTANCE OF EQUIPMENT)**. In Section 4 of the Master Lease, the word "immediately" in the third sentence is deleted and replaced with "promptly." In addition, in Section 4, the third sentence is deleted in its entirety.
2. **SECTION 5 (LEASE PAYMENTS)**. In Section 5 of the Master Lease, subparagraph (b) shall be deleted and replaced with the following language "(b) the date of Lessor's deposit into an Escrow Account of sufficient monies to purchase the Equipment. Lessor will notify Lessee in writing as to the address to which Lease Payments shall be sent."
3. **SECTION 6 (NON-APPROPRIATION OF FUNDS)**: Section 6 of the Master Lease is hereby modified by deleting the sixth sentence and adding the following to the end thereof:
"Any Lease shall be deemed executory only to the extent of monies appropriated and available for the purpose of such Lease, and no liability on account thereof shall be incurred by Lessee beyond the amount of such monies. No Lease is a general obligation of Lessee. Neither the full faith and credit nor the taxing power of Lessee are pledged to the payment of any amount due or to become due under any Lease. It is understood that neither this Master Lease nor any representation of any public employee or officer creates any legal or moral obligation to appropriate or make monies available for the purpose of any Lease. Should Lessee fail to appropriate monies to pay Lease Payments under any Lease for any fiscal year, such Lease shall be deemed terminated at the end of the then current fiscal year. Lessee agrees to deliver notice to Lessor of such termination at least 90 days prior to the end of the then current fiscal year, but failure to give such notice shall not extend the term beyond such fiscal year. If any Lease is terminated in accordance with this Section, Lessee agrees, at Lessee's cost and expense, to peaceably deliver the Equipment then subject to such Lease to Lessor at the location or locations to be specified by Lessor."
4. **SECTION 7 (UNCONDITIONAL OBLIGATION)**: Section 7 of the Master Lease is hereby modified by adding the phrase "OR IN THE EVENT OF OVERPAYMENT" between the words "FUNDS" and "THE" in the first sentence.
5. **SECTION 9 (TITLE AND SECURITY INTEREST)**: Section 9 of the Master Lease is hereby modified by inserting the following phrase at the beginning of the final sentence: "To the extent permitted by law,".
6. **SECTION 10 (USE, MAINTENANCE AND REPAIR)**: The second sentence of Section 10 of the Master Lease is hereby deleted and replaced with the following:
"Lessor shall have the right at all reasonable times during regular business hours and upon prior written notice to Lessee, subject to compliance with Lessee's customary security and health and safety procedures, to enter into and upon the property of Lessee for the purpose of inspecting the Equipment provided that such inspection does not disrupt Lessee's quiet enjoyment of the Equipment."
7. **SECTION 13 (IDENTIFICATION)**: Section 13 of the Master Lease is hereby modified by adding the following at the end of the final sentence: "for Lessee's review and approval."
8. **SECTION 20 (LESSEE'S REPRESENTATIONS AND WARRANTIES)**: Section 20 of the Master Lease is hereby modified as follows:
 - a. Subsection (g) is hereby modified by the addition of the following phrase at the end thereof:
"Notwithstanding anything to the contrary, it is understood that neither the Lease nor any representation by any public employee or officer creates any legal or moral obligation to appropriate or make monies available for the purpose of the Lease."
 - b. The following additional subsections are added at the end of this Section:
"(p) The execution and delivery of the Schedule by Lessee will not cause Lessee to exceed the indebtedness limitations set forth in N.Y. Gen. Mun. Law § 109-b.6(c);

c(q) The authorization for the Schedule to finance the Equipment to be leased, acquired and financed under the Lease relating thereto is not required by law to be subject to (1) a permissive or mandatory referendum, (2) a supermajority vote of the Lessee's governing body or (3) if such Lease has a maturity not less than a specified minimum period, a referendum; and

(r) The total of all periodic Lease Payments that include both principal and interest components made by Lessee during each year throughout the term of this Lease shall be substantially level or falling."

9. SECTION 21 (ASSIGNMENT): Section 21 of the Master Lease is hereby deleted and replaced with the following:

21. ASSIGNMENT. Lessor may, upon notice to Lessee and receipt of Lessee's prior written consent, sell, assign, or transfer from time to time Lessor's rights, title, and interest under this Master Lease and/or any Lease or Leases or interest therein, including the right to receive Lease Payments under a Lease and Lessor's security interest in the Equipment under a Lease and any related Escrow Agreement to one or more assignees (each, an "Assignee"). No assignment or transfer permitted by this section shall be effective until Lessee shall have received a written notice of assignment signed by the Lessor, that discloses the name, contact person, and address, telephone number and tax identification number of the proposed assignee and Lessee has consented in writing to such assignment. Lessee agrees that, upon such assignment, the Assignee will have the same rights and benefits of Lessor under the terms of the related Lease. Lessee agrees that the rights of Assignee will not be subject to any claims, defenses, or set-offs that Lessee may have against any Vendor. Upon execution of any such notice of and consent to assignment, Lessee agrees to respond to any requests about the related Lease and, if directed by Lessor, to pay Assignee all Lease Payments and other amounts due under such Lease, or as otherwise specified in the notice of and consent to assignment received from Lessor. Lessee shall maintain a record of all assignments of each Lease in a form sufficient to comply with the registration requirements of Section 149(a) of the Code and the regulations prescribed thereunder from time to time. Lessee represents and warrants to Lessor and to any Assignee that any consent to assignment required hereunder or pursuant to Section 109 of the General Municipal Law of the State of New York, will not be unreasonably withheld, conditioned, or delayed.

10. SECTION 23 (RELEASE AND INDEMNIFICATION): Section 23 of the Master Lease is hereby modified by the deletion of subsections (a) and (e) and in each place is inserted the word "[Reserved.]"

11. RATIFICATION: Lessee hereby ratifies and affirms the Master Lease and represents and warrants that as of the date hereof, the Master Lease is in full force and effect and that there exist no fact or circumstance which with the granting of notice or the passage of time would constitute a default thereunder.

IN WITNESS WHEREOF, the parties hereto have executed this Addendum by their respective authorized agents effective as of the date first written above.

LESSOR:
APPLE INC.

LESSEE:
GREAT NECK UNION FREE SCHOOL DISTRICT OF THE
TOWN OF NORTH HEMPSTEAD, COUNTY OF NASSAU,
STATE OF NEW YORK

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

2. **FINANCE AND OPERATIONS**

a. **Third Party Service Agreement**

BE IT RESOLVED, that the Board of Education hereby authorizes the District to enter into third party service agreements with the consultants identified on the attached list for the provision of services for the 2022-2023 school years identified therein, subject to the terms and conditions of written third party service agreements;

BE IT FURTHER RESOLVED, that the Board of Education authorizes the President of the Board of Education to execute the necessary documents to effectuate said third party service agreements on behalf of the Board of Education.

GENERAL CONSULTANTS

<u>Consultant</u>	<u>Purpose</u>	<u>Location</u>	<u>Date(s)</u>	<u>Rate</u>	<u>Max. Amount</u>
Propio Language Services, LLC	Translation Service for District	District-Wide	7/1/22-6/30/23	Interpretation: \$0.75/min Document Translation: \$0.15/word (Spanish) \$0.25/word (Non-Spanish)	\$11,000

*Partially or fully funded by a State of Federal Grant.

**Emergency conditional appointment as defined in Section 1709, Subdivision 39 of the education law.

***Amount included in fee paid for by participants.