

*East Islip Union Free School District  
1 Craig B. Gariepy Avenue  
Islip Terrace, NY 11752*

Paul E. Manzo  
Superintendent of Schools

Purchasing Department  
1 Craig B. Gariepy Avenue  
Islip Terrace, NY 11752  
(631) 224-2031

**REQUEST FOR PROPOSAL**

**RFP#: 040926-1**

**DATE OF OPENING: April 09, 2026**

**TITLE:**

**General and Labor Counsel**

**TIME:**

**11:00 A.M.**

To All Proposers:

Please submit a sealed proposal for **General and Labor Counsel** for the East Islip Union Free School District. The District will receive sealed proposals, at or prior to 11:00 a.m. on Thursday, April 09, 2026. Proposals received after stated date will be returned to the sender unopened. Proposals must be submitted in a sealed envelope plainly marked on the outside:

**RFP #040926-1 General and Labor Counsel**

Proposals will be opened on the stated date, but will not be read aloud. Any interested party may attend. There will be no discussion at the time of the opening of the proposals. The names of the proposing firms shall be available following the proposal opening.

Proposals shall be irrevocable for a minimum period of Sixty (60) days from the date of proposal opening. Alterations to said proposals must be submitted in writing. Consideration shall be given only to those alterations, which may be caused by unforeseen circumstances beyond the control of the firm submitting said proposal. The Purchasing Agent shall make such determination.

The Board of Education of the East Islip Union Free School District intends to award a contract in its best interest and reserves the right to reject any or all proposals it receives as a result of this RFP, to negotiate with all qualified Proposers, or to cancel this RFP in part or in its entirety, if it is in the best interest of the East Islip Union Free School District to do so. No Proposer shall have any legal, equitable or contractual rights of any kind arising out of its submission of a proposal except as and to the extent that the East Islip Union Free School District, in its sole discretion, shall enter into a contract with the Proposer that it selects as the successful Proposer.

Please read the attached material carefully before submitting your proposal. Incomplete proposals may not be considered.

Thank you very much for your cooperation

Jenny Bejarano  
School Purchasing Agent

**EAST ISLIP UNION FREE SCHOOL DISTRICT**

**1 Craig B. Gariepy Avenue  
Islip Terrace, NY 11752**

**RFP#040926-1 GENERAL AND LABOR COUNSEL**

**PURPOSE**

The East Islip Union Free School District, hereinafter referred to as “the District”, invites proposals from qualified firms to obtain General Counsel services, which includes a combination of both Board and Labor Counsel Services.

In accordance with the District’s policies and procedures, contracts for professional services requiring special skill or training are not subject to competitive bidding requirements of § 103 of General Municipal Law.

**RECEIPT OF PROPOSALS**

An original and six (6) copies of the proposal must be submitted to the Purchasing Department. Envelopes must be clearly marked **RFP# 040926-1 GENERAL AND LABOR COUNSEL** and the name and address of the Proposer. **Proposals must be received no later than 11:00 a.m. on April 09, 2026** at the following address:

Purchasing Department  
Ms. Jenny Bejarano  
East Islip Union Free School District  
1 Craig B. Gariepy Avenue  
Islip Terrace, NY 11752

There is no express or implied obligation for the District to reimburse responding firms for any expenses incurred in preparing proposals, attending pre-proposal conferences, or interview(s) in responding to this request. Proposals submitted after the stated time and date will not be considered and will be returned to the firm unopened.

**BACKGROUND**

The following is a brief description of the School District:

- A. Student Enrollment: 3,550 (approximately)
- B. Number of Employees: 750
- C. Number of Schools: 6
- D. Board of Education:
  - a) 5 Members and 1 Ex-Officio Member
  - b) Elected by Seat
  - c) 3 year terms

- d) District Clerk
  - e) District Treasurer
- E. Management:
- a) Superintendent
  - b) Assistant Superintendent for Business
  - c) Assistant Superintendent for Curriculum and Instruction
  - d) Assistant Superintendent for Human Resources and Administration
  - e) Executive Director of PPS/Special Education
  - f) Director of Special Education
  - g) Director of Art and Music
  - h) Director of Careers and Student Services
  - i) Director of Athletics, Health & Physical Education
  - j) Director of Humanities
  - k) Director of Math and Science
  - l) Executive Director of Student Achievement and Instructional Technology
  - m) Plant & Facilities Administrator
- F. Budget: District voters approved the 2025-2026 Budget of \$129,013,061. A proposition for transportation was also approved by the voters adding \$331,089 to the budget amount.

**SCOPE OF SERVICE**

**A. General Responsibilities**

1. The legal firm will be expected to represent the School District and provide general legal advice to the Board of Education and administration in all matters as needed and possess demonstrated knowledge of:
  - a) Laws of the State of New York
  - b) Standards promulgated by the New York State Education Department.
  - c) Regulations of the Commissioner of Education
  - d) Regulations of the Federal Government pertaining to Education.
  - e) New York State Civil Service Regulations.
  - f) Public Employee Labor Relations and Law.
2. The legal firm selected must provide the following legal advice, counsel and services as part of the general and labor retainers respectively:

**BOARD COUNSEL SERVICES:**

The Firm selected will be required to provide the Board, the District’s Superintendent of Schools and administrative staff with the following described services:

- a) Consultation with the Board, its President, the Superintendent of Schools, and his/her administrative staff on a wide range of legal issues; preparation of formal opinion letters when requested by the Board, Superintendent of Schools or Assistant Superintendents, concerning legal issues; guidance on issues raised by the Board, the Superintendent of

Schools or the Superintendent's designees including but not limited to matters pertaining to all aspects of education law; special education, including all advice and counsel services rendered regarding special education matters prior to the impartial hearing stage other than preparation for a pending impartial hearing; student discipline, other than student disciplinary hearings; guardianship; adoption; student name change orders; custody; orders of protection; school district residency; Child Protective Services; employee wage garnishments; Internal Revenue Service levies; subpoenas; Freedom of Information Law requests and other solicitation of district records, employee records and student records; foster child tuition matters; Commissioner's Regulations; federal and state civil rights laws; criminal law; tax law; governmental, municipal and political issues; school board and employee liability; student rights; recent and pending changes in state and federal laws affecting the governance and operation of a public school district; school board/district insurance plans; Open Meetings Law and parliamentary law issues; environmental, health and safety matters (i.e., OSHA, etc.); legal rights of professional and support staff personnel; legality of policies, administrative regulations and procedures proposed by the Superintendent and the Superintendent's designees.

- b) Upon request, members of the Firm attend Board meetings and meetings with the Superintendent and/or their staff concerning legal issues. These meetings frequently include third parties who are doing business with the District.
- c) The Firm will be required to provide advice and counsel concerning all legal issues directly affecting the Board of Education including annual elections, financial matters and legal aspects of school budgets.
- d) Upon request, the Firm will be required to provide "in service" and/or other educational programs for the Board and seminar workshops for staff.
- e) The Firm will be required to provide advice and counsel of issues arising under General Municipal Law, Section 103, *et seq.* respecting matters other than construction matters.
- f) The Firm will be required to negotiate and prepare employment contracts between the District, its Superintendent of Schools, and central office personnel, including legal services provided in connection with the search for a new Superintendent of Schools.
- g) The Firm will be required to negotiate, draft and review commercial contracts including contracts with third party vendors, municipal cooperation agreements and agreements between the School District and financial institutions, and will be required to prepare opinion letters in connection with these commercial transactions.
- h) The Firm will be required to provide advice to the Board and Administration in connection with tenure issues, including issues pertaining to appropriate tenure areas, layoff and recall rights. This advice is grounded upon the Education Law of the State of New York as well as federal civil rights law.
- i) The Firm will be required to attend all meetings of the Board of Education.
- j) The firm will be required to provide advice and counsel regarding District policies.

## **LABOR COUNSEL SERVICES:**

Representation of the District during negotiations with the various collective bargaining representatives of the District's employees and during all proceedings pursuant to Section 209 of the Civil Service Law (impassé procedures), includes the services enumerated below:

- a) The Firm will be required to act as labor counsel and negotiator during negotiation meetings with collective bargaining representatives of the District's employees and during all proceedings connected with negotiations held pursuant to the Taylor Law (i.e., mediation, fact-finding, etc.), upon the direction of the District. In connection with the foregoing, the Firm will be required to be present at all other meetings, formal and informal, at which an attorney's presence might be requested by the Board or the Superintendent, and will be required to prepare such memoranda of fact or law and any other documents, render such oral advice as may be requested by the Board or the Superintendent and participate in the preparation, execution and delivery of all collective bargaining agreements.
- b) The Firm will be required to provide advice to the Superintendent, Superintendent's designee and Board relating to all personnel, labor and negotiation matters, including but not limited to advice rendered regarding all grievances filed pursuant to grievance procedures (other than arbitrations) which have been instituted by employees of the District; provide general advice regarding discharge of employees (including Civil Service Employees, and professional employees appointed pursuant to the tenure law provisions of the Education Law); provide advice concerning threatened litigation (including all administrative proceedings, such as improper labor practices, human rights appeals, arbitrations and/or court proceedings); and will be required to be present at all meetings in connection therewith at which the presence of the attorneys is requested by the Board or the Superintendent and will be required to prepare such memoranda of fact or law and other documents in connection therewith.
- c) The Firm will be required to provide advice regarding School District personnel policies as they may impact upon collective bargaining or personnel matters and prepare such memoranda of law or fact as may be requested by the Board or Administration and attend all meetings at which the attorneys' presence may be requested in connection therewith by the Board and/or Administration.
- d) The Firm will be required to provide general advice regarding the rights of unions and employees arising under the Taylor Law including representational questions such as "appropriate unit" issues, management and confidential employee status and the duty to bargain.
- e) The Firm will be required to provide advice regarding state and federal legislation as it may impact upon collective bargaining or personnel matters, prepares such memoranda of law or fact as may be requested by the Board or Administration and attends all meetings at which the attorneys' presence may be requested in connection therewith by the Board and/or Administration.

## **B. Responsiveness and Time Requirements:**

- a. The firm selected is expected to have qualified staff available by telephone for consultation during normal business hours.
- b. The School District may require regular or periodic on-site consultation.
- c. It is estimated that the total amount of time that may be required of counsel under the lump sum Board and Labor Counsel retainer fee is **270** hours. The firm selected will be expected to provide services as required throughout the year.
- d. The firm will be expected to be able to meet with the Board of Education in the District on weekday evenings as may be necessary during the process of collective bargaining.
- e. Attend Board of Education meetings on weekday evenings as may be necessary.

## **PROPOSAL SUBMISSIONS**

All proposals must be submitted in two parts. Part 1 must consist of responses to the management and qualifications items. Part 2 must consist of complete fee cost. Incomplete submissions will not be considered for award. Proposals should not be excessively long, and should be submitted in a format that permits copying for review by the Board of Education. All materials submitted in response to this request for proposal shall become the property of the District.

### **PART 1 - Management and Qualifications**

In setting forth its qualifications, each firm submitting a quotation shall:

- a) Provide the name of the firm as well as a brief description of its business activities and history, and the firm financial statement.
- b) Provide information on how long the firm has been in business and length of its experience in providing school district legal/general counsel.
- c) Identify the firm's professional staff members who specifically will be involved in this engagement, the experience each possesses, and the location of the office from which they work. Provide a detailed biography and/or resume outlining the experience and credentials of all staff members who will provide services.
- d) Provide a listing and description of similar contracts and/or projects awarded with other organizations giving dates of service.
- e) Provide the name and title of person(s) submitting the proposal, the firm's main office address, and primary and secondary points of contact and their telephone and fax numbers (including area codes).

- f) Detail the experience your firm and its staff have in working with public sector clients. Describe how needs specific to the public sector were met. Highlight any experience specific to school districts.
- g) Provide client references. Include contact names, addresses and telephone numbers.
- h) Provide any additional information that you feel would distinguish your firm in its service to the District.

**PART 2 - Cost:**

Each firm submitting a proposal shall:

Submit a lump sum fee proposal for all general and labor counsel retainer services. The fee proposal must be an all-inclusive amount for the range of services described in the SCOPE OF SERVICE (A)(2) for one year. It is estimated that the total amount of time that may be required of counsel under the retainer fee is **270** hours.

Any matters proposed to be separately billed must be specifically identified in the proposal. Each Firm responding to this Request for Proposal shall submit a proposed hourly rate for all matters not included in the proposed board and labor counsel retainer.

No additional billing will be allowed for parking, participant materials, or other incidentals. Additional billing will be allowed for other reasonably incurred expenses such as filing fees, court fees, arbitration fees, stenographic fees, Westlaw/Lexis charges and air/train travel

**PROPOSAL EVALUATION**

Proposals received will be evaluated by the Superintendent of Schools, the Superintendent’s Cabinet, and the School Purchasing Agent. The evaluation process is designed to award the proposal not necessarily to the Proposer of least cost, but rather to the Proposer with the best combination of attributes.

Proposals will be scored on the basis of the following criteria:

Description	Points
Proposer’s comprehension of the required (work) Scope of Services	10
Prior experience in similar projects	15
Professional Qualifications	15
Total Proposed price	20
Proposer’s demonstrated capabilities (Financial solvency, Location)	15
Length of time in business	10
Client references	5
Staffing (Evaluation of Employees’ Resumes)	10

## INTERVIEW

The award process may include an interview with the Board of Education. Interviews will occur during the last week of April. Appointments will be made accordingly. Interviews may occur during the day or evening to accommodate the schedule of the Board of Education members.

## SPECIFICATION CLARIFICATION/INQUIRIES

All inquiries with respect to this Request for Proposal must be in writing and directed as follows:

Ms. Jenny Bejarano  
School Purchasing Agent  
East Islip Union Free School District  
1 Craig B. Gariepy Avenue  
Islip Terrace, NY 11752  
Email: [jenny.bejarano@eischools.org](mailto:jenny.bejarano@eischools.org)

All questions must be submitted by March 20,2026. Written response will be provided via addendum by March 27, 2026.

## FREEDOM OF INFORMATION LAW

The New York State Freedom of Information Law as set forth in Public Officers Law, Article 6, Sections 84-90, mandates public access to government records. However, proposals submitted in response to this RFP may contain technical, financial background or other data, public disclosure of which could cause substantial injury to the Proposer's competitive position or constitute a trade secret. Proposers who have a good faith belief that the information submitted in their proposals is protected from disclosure under the New York Freedom of Information Law must clearly identify the pages of the proposals containing such information by typing in bold fact on the top of each page, **"THE PROPOSER BELIEVES THAT THIS INFORMATION IS PROTECTED FROM DISCLOSURE UNDER THE STATE FREEDOM OF INFORMATION LAW."** The District assumes no liability for disclosure of information so identified, provided that the District has made a good faith legal determination that the information is not protected under applicable law or where disclosure is required to comply with an order or judgment of a court of competent jurisdiction.

## RIGHT TO REJECT REQUESTS FOR PROPOSAL

The District reserves the right to reject without prejudice any and all proposals received under this Request for Proposal.

## INDEMNIFICATION

The successful Proposer shall defend, indemnify and save harmless the District, its officers, employees and agents, from and against all claims, damages, losses and expenses (including

without limitations, reasonable attorneys' fees) arising out of, or in consequence of, any negligent or intentional act or omission of the Successful Proposer, its employees or agents, to the extent of its or their responsibility for such claims, damages, losses and expenses.

## TERM OF CONTRACT

**Contract Period: July 1, 2026 through June 30, 2027.** This contract shall have the option to renew yearly, upon approval by the Board of Education for each year. This Proposal will be utilized on an "as-needed" basis. There is no guarantee that any/all of the services listed will be utilized.

## INSURANCE

1. Notwithstanding any terms, conditions or provisions, in any other writing between the parties, the proposer hereby agrees to effectuate the naming of the District as unrestricted additional insured on the proposer's insurance policies, with the exception of workers' compensation and professional liability. If the policy is written on a "claims-made" basis, the retroactive date must precede the date of the contract.
2. The policy naming the District as an additional insured shall:
  - a. Be an insurance policy from an A.M. Best A- rated or better, New York State licensed and admitted insurer.
  - b. State that the organization's coverage shall be primary and non-contributory coverage for the District, its Board, employees and volunteers with a waiver of subrogation in favor of the District for all coverages including Workers Compensation.
  - c. Additional insured status for General Liability coverage shall be provided by standard or other endorsements that extend coverage to the District (CG 20 26) or equivalent. The decision to accept an endorsement rests solely with the District. A completed copy of the endorsements must be attached to the Certificate of Insurance to include General Liability, Auto Liability (where applicable) and Umbrella/Excess coverages.
3.
  - a. The certificate of insurance must describe the services provided by the professional consultant that are covered by the liability policies.
  - b. At the District's request, the professional consultant shall provide a copy of the declaration page of the liability and umbrella/excess policies with a list of endorsements and forms. If requested, the professional consultant will provide a copy of the policy endorsements and forms.
4. The professional consultant agrees to indemnify the District for applicable deductibles and self-insured retentions.
5. Minimum Required Insurance
  - a. **Commercial General Liability Insurance**
    - \$1,000,000 per Occurrence/ \$2,000,000 Aggregate
    - \$2,000,000 Products and Completed Operations
    - \$1,000,000 Personal and Advertising Injury

\$100,000 Fire Damage  
\$10,000 Medical Expense

**b. Automobile Liability**

\$1,000,000 combined single limit for owned, hired, borrowed and non-owned motor vehicles.

**c. Workers' Compensation and NYS Disability Insurance**

Statutory Workers' Compensation (C-105.2 or U-26.3); and NYS Disability Insurance (DB-120.1) for all employees [per NYS WC and Disability laws]. Proof of coverage must be on the approved specific form, as required by the New York State Workers' Compensation Board. ACORD certificates are not acceptable. A person seeking an exemption must file a CE-200 Form with the state. The form can be completed and submitted directly to the WC Board online.

**d. Professional Errors and Omissions Insurance**

\$2,000,000 per occurrence/\$2,000,000 aggregate for the professional acts of the consultant performed under the contract for the district. If written on a "claims-made" basis, the effective date must pre-date the inception of the contract or agreement. Coverage shall remain in effect for three years following the completion of work.

**e. Umbrella/Excess Insurance**

\$3,000,000 each Occurrence and Aggregate. Umbrella/Excess coverage shall be on a follow-form basis or provide broader coverage over the required Auto Liability (where applicable), General Liability and Professional Liability coverages.

6. Proposer acknowledges that failure to obtain such insurance on behalf of the District constitutes a material breach of contract. The proposer is to provide the District with a certificate of insurance evidencing the above requirements have been met prior to the commencement of work or use of facilities. The failure of the District to object to the contents of the certificate or the absence of same shall not be deemed a waiver of any and all rights held by the District.

**TERMINATION CLAUSE**

Any contract agreed to under this Request for Proposal is subject to termination by the Board of Education with thirty (30) days written notice. Termination by the Firm must be accomplished in accordance with applicable rules of the Unified Court System of the State of New York. In the event of termination of the contract, the District's responsibility shall be to pay for unpaid services performed and authorized costs incurred by the Firm.

NAME & ADDRESS OF FIRM: \_\_\_\_\_  
(Please Print)

\_\_\_\_\_  
\_\_\_\_\_

FEDERAL EMPLOYER ID #: \_\_\_\_\_

TELEPHONE NUMBER: (    ) \_\_\_\_\_

FAX NUMBER: (    ) \_\_\_\_\_

EMAIL ADDRESS: \_\_\_\_\_

SIGNATURE & TITLE : \_\_\_\_\_

\_\_\_\_\_  
Please Print Name                      Date

*NO CONTRACT BECOMES BINDING UNTIL THE NECESSARY FUNDS HAVE BEEN APPROVED FOR THE FISCAL YEAR DURING WHICH THE CONTRACT IS IN EFFECT.*

**FORM OF DISCLOSURE**

THE UNDERSIGNED AFFIRMS THAT THE FOLLOWING CONSTITUTE ALL OFFICERS, DIRECTORS, PARTNERS, OR CONTROLLING PRINCIPALS OF THE FIRM:

<u>Name</u>	<u>Title</u>
_____	_____
_____	_____
_____	_____

1. Does any East Islip Board Member, administrator, or employee possess any financial interest, directly or indirectly, in the firm? \_\_\_\_\_ If yes, set forth below the basis upon which a financial interest exists in the firm

\_\_\_\_\_  
\_\_\_\_\_

2. Has the firm or any of its officers, directors, partners, or controlling principals possessed any interest in transaction heretofore entered into with East Islip Schools? \_\_\_\_\_ If yes, please describe the transactions(s):

\_\_\_\_\_  
\_\_\_\_\_

3. Does any direct relative of a member of the Board, administration, or staff possess any financial interest, directly or indirectly, in the firm (for purposes of their inquiry a direct relative is to be defined as a parent, spouse, child or sibling)? \_\_\_\_\_ If yes, set forth below the East Islip School Board Member, administrator, or staff member whose relation possesses an interest and the relationship:

\_\_\_\_\_  
\_\_\_\_\_

THE UNDERSIGNED AFFIRMS THAT THE ABOVE STATEMENTS ARE TRUE AND UNDERSTANDS THAT ANY FALSE STATEMENT SHALL CONSTITUTE A VIOLATION OF THE PENAL LAW OR GENERAL MUNICIPAL LAW, AS APPLICABLE.

Firm: \_\_\_\_\_

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

EAST ISLIP UNION FREE SCHOOL DISTRICT

1 Craig B. Gariepy Avenue

Islip Terrace, NY 11752

AFFIDAVIT OF COMPLIANCE

STATE OF

COUNTY OF

\_\_\_\_\_, being duly sworn, deposes and says:

1. That (s)he is an officer or representative of \_\_\_\_\_ and that (s)he has the authority to sign this affidavit.
2. This affidavit is offered as an inducement to the East Islip Union Free School District to award to \_\_\_\_\_ such purchase contracts for goods or services as directed by the Board of Education, in accordance with New York State law and with District policy.
3. That no Officer, Employee or Stockholder of the above referenced vendor is an Employee, in any position, Administrator or Board Member at the East Islip Union Free School District.
4. That no Officer, Employee or Stockholder of the above-referenced vendor is related to an employee in any position, administrator or Board Member, at the East Islip Union Free School District other than as disclosed below:

Vendor: List Officer, Employee or Stockholder's Name	Position with Vendor	East Islip Employee, Administrator or Board Member Name	Relationship between parties

\_\_\_\_\_  
Signed

\_\_\_\_\_  
Date

Sworn to before me this \_\_\_\_\_  
Day of \_\_\_\_\_, 2026

\_\_\_\_\_  
Notary Public