

AGENDA



BOARD OF EDUCATION

April 7, 2022

Beach Street Middle School
17 Beach Street

Submitted by:
Bernadette M. Burns
Superintendent of Schools

A G E N D A
REGULAR MEETING OF THE BOARD OF EDUCATION
April 7, 2022

Beach Street Middle School

West Islip, New York

- I. **CALL TO ORDER**
- II. **QUORUM COUNT**
- III. **ANNOUNCEMENTS**
- IV. **INVITATION TO PUBLIC** - *The public is invited to speak on any agenda item. Community members will be recognized from the signature cards {name and contact information required}. This will be limited to 20 minutes in total and will continue only as long as it is conducted in an orderly fashion. Signature cards must be submitted at the opening of the meeting. Each person or representative of a group will be limited to three minutes.*
- V. **APPROVAL OF MINUTES:** A motion is needed to approve the minutes of the March 22, 2022 Planning Session.
- VI. **RECOGNITION**
 - A) **Athletic**
Girls Varsity Basketball All County ~ *Kiarra Branigan, Brooke Patricola, Meghan Spence*
Boys Varsity Winter Track All County ~ *Rocco Carpinello*
Boys Varsity Winter Track All County Academic ~ *John Boniberger*
Boys Varsity Bowling All County ~ *Timothy Smith*
Boys Varsity Swimming and Diving All County ~ *Kevin Koblhoff*
Girls Varsity Cheerleading ~ *Aneliese Ammirata, Cali Disbrow, Aine O'Brien*
 - B) **Music**
Alternate All-State Symphonic Band ~ *Drake Castonguay*
Alternate All-State Mixed Chorus ~ *Emma McDonald*
All-State Mixed Chorus ~ *Grace Mineo*
Alternate All-State Symphony Orchestra ~ *Emma Musial*
All-State Symphonic Band ~ *Mark Peragine*
- VII. **PERSONNEL**
- VIII. **CURRICULUM UPDATE**
- IX. **REPORT OF BOARD COMMITTEES**
 - A) Education Committee {4/5/2022}
 - B) Finance Committee {4/5/2022}
 - C) Buildings & Grounds Committee {4/5/2022}
 - D) Special Education Committee {4/6/2022}
 - E) Policy Committee {3/15/2022}
 - First Reading:* No. 3283 Gender Neutral Single-Occupancy Bathrooms
 - No. 5324 Capital Project Change Orders
 - No. 5520 Extraclassroom Activities Fund
 - No. 7122.2 Release Time for Students
 - No. 7218 Class Ranking/Weights of Grades
- X. **FINANCIAL MATTERS**
 - A) Treasurer's Report
- XI. **BUSINESS ITEMS**
 - A) Approval of Budget Transfers
 - B) Approval of Bid Extensions 2022-2023
 1. #2101 Aurora Equipment Services, Inc.
 2. #2105 Ideal Fence Corp.
 3. #2108 Riddell All American
 4. #2110 Fitzgerald's Driving School, Inc.

XI. **BUSINESS ITEMS**, *continued*

- C) Approval of Request for Proposal #2200
 - 1. Access 7 Services, Inc.
 - 2. Da Vinci Education & Research
 - 3. Horizon Therapies / Horizon Healthcare
 - 4. Kidz Educational Services
 - 5. Little Angels Center, Inc.
 - 6. Metro Therapy, Inc.
 - 7. Milestones In Home Care, Inc.
 - 8. NSSA (Nassau Suffolk Services for Autism)
 - 9. Tender Age PY, Inc.
- D) Approval of Surplus
 - 1. Miscellaneous food service equipment – West Islip High School and Paul J. Bellew
- E) Approval of Contracts
 - 1. Smithtown CSD Parentally Placed Special Education Contract 2021-2022

XII. **PRESIDENT’S REPORT**

- A) Approval of Reorganizational Meeting ~ July 5, 2022 at 7:30 p.m. at West Islip High School
- B) Discussion of 2022-2023 Regular Meeting and Planning Session dates
- C) Approval of Chief/School Physicians 2021-2022, revised
- D) Approval of Affordable Care Act Administration Agreement 2022-2023
- E) Approval of Southern Westchester BOCES Resolution to bid jointly on Office and Classroom Furniture for the 2021-2022 school year

XIII. **SUPERINTENDENT’S REPORT**

XIV. **NOTICES/REMINDERS**

XV. **OTHER ITEMS FOR BOARD MEMBERS INFORMATION**

XVI. **INVITATION TO PUBLIC** – *The public, at this time, is invited to bring before the Board any questions/concerns. Community members will be recognized from the signature cards {name and contact information required}. This will be limited to 20 minutes in total and will continue only as long as it is conducted in an orderly fashion. Signature cards must be submitted by the time the first speaker is called to the podium. Each person or representative of a group will be limited to three minutes.*

XVII. **EXECUTIVE SESSION** – *After a ten-minute break, the Board of Education will adjourn to discuss personnel, negotiations, and litigation. At the conclusion of Executive Session, the Board will reconvene to public session to consider any items for which a vote is required.*

XVIII. **CLOSING** - Adjournment

**PLANNING SESSION
MEETING OF THE BOARD OF EDUCATION
March 22, 2022– Beach Street Middle School**

PRESENT: Mr. Tussie, Mr. Antonello, Mrs. Brown, Mr. Compitello, Mrs. LaRosa, Mr. Maginniss,
Mr. McCann

ABSENT: None

ADMINISTRATORS: Mrs. Burns, Mrs. Morrison, Mrs. Pellati, Mr. Taylor

ABSENT: None

ATTORNEY: None

Meeting called to order at 7:30 p.m.

APPROVAL OF MINUTES

Motion was made by Richard Antonello, seconded by Tom Compitello and carried when all Board members present voted in favor to approve the minutes of the March 10, 2022 Regular Meeting.

PERSONNEL

Motion was made by Richard Antonello, seconded by Tom Compitello and carried when all Board members present voted in favor to approve TEACHERS: LEAVE OF ABSENCE (unpaid) (Pursuant to the Family Medical Leave Act of 1993 - 12-week continuous medical coverage): Kathryn Waters, Social Worker effective March 21, 2022 through May 6, 2022 (Udall).

Motion was made by Richard Antonello, seconded by Tom Compitello and carried when all Board members present voted in favor to approve OTHER: MENTOR PROGRAM 2021-2022: Mentor (\$1,030 Stipend {prorated}) Rebecca Silva (Kaitlin Palmieri, Psychologist).

Motion was made by Richard Antonello, seconded by Tom Compitello and carried when all Board members present voted in favor to approve OTHER: SUBSTITUTE TEACHER (\$160 per diem): *Theresa Gruick, effective April 7, 2022.

Motion was made by Richard Antonello, seconded by Tom Compitello and carried when all Board members present voted in favor to approve Resolution (A) re: Joint Municipal Cooperative Bidding Program 2022-2023.

Motion was made by Richard Antonello, seconded by Tom Compitello and carried when all Board members present voted in favor to approve Surplus: Miscellaneous Buildings and Grounds equipment ~ district-wide and Miscellaneous Technology equipment ~ Beach and Udall.

Motion was made by Richard Antonello, seconded by Tom Compitello and carried when all Board members present voted in favor to approve 2021-2022 Health Services Contracts: Deer Park UFSD - \$4,061.72 and Syosset CSD - \$4,293.84.

Motion was made by Richard Antonello, seconded by Tom Compitello and carried when all Board members present voted in favor to approve Memorandum of Agreement: Teamsters Local 237 Clerical re: Juneteenth (June 20, 2022) and Teamsters Local 237 Operations re: Juneteenth (June 20, 2022).

*Conditional pending fingerprinting clearance

Motion was made by Richard Antonello, seconded by Tom Compitello and carried when all Board members present voted in favor to approve Stipulation of Settlement and Release - Student A.

Motion was made by Richard Antonello, seconded by Tom Compitello and carried when all Board members present voted in favor to adjourn to Executive Session at 7:35 p.m. for the purpose of discussing personnel, negotiations, and/or litigation.

Meeting reconvened at 9:49 p.m. on motion by Richard Antonello, seconded by Tom Compitello and carried when all Board members present voted in favor.

Motion was made by Richard Antonello, seconded by Tom Compitello and carried when all Board members present voted in favor to approve all non-represented and confidential salary increases for 2022-2023.

Motion was made by Richard Antonello, seconded by Tom Compitello and carried when all Board members present voted in favor to approve a 2% increase for Smartweb, Inc.

Motion was made by Richard Antonello, seconded by Tom Compitello and carried when all Board members present voted in favor to approve retirement incentive and health insurance into retirement for Patricia Denninger.

Meeting adjourned at 9:50 p.m. on motion by Richard Antonello, seconded by Tom Compitello and carried when all Board members present voted in favor.

Respectfully submitted,



Mary Hock
District Clerk

All correspondence, reports or related materials referred to in these minutes are on file in the District Office.

PERSONNEL:

Consider recommendations of the Superintendent of Schools on the following items:

TEACHERS

T-1 **LEAVE OF ABSENCE** (unpaid)
(Pursuant to the Family Medical Leave Act of 1993-
12-week continuous medical coverage)

Lindsey Kaufman, Elementary
Effective April 25, 2022 through May 27, 2022
(Udall)

T-2 **RESIGNATION**

Monica Mangogna, Regular Substitute
Effective April 13, 2022
(Beach)

TEACHING ASSISTANTS

TA-1 **RETIREMENT**

Mary Kinsley, Special Education
Effective July 1, 2022
(21 years)

Jodi Marinello, Special Education
Effective June 25, 2022
(21 years)

TA-2 **RESIGNATION**

Jordan Gauvain, Pre-K
Effective April 15, 2022
(Manetuck)

CIVIL SERVICE

CL-1 **PROBATIONARY APPOINTMENT**

Angela Grucci, Cafeteria Aide
Effective April 8, 2022
(Paul J. Bellew; Step 1; replacing D. Pizzuto {Permanent Substitute Teacher})

*Kate Klarikaitis, Part-Time Food Service Worker
Effective April 8, 2022
(Beach Street; \$15.13/hr; replacing C. D'Asaro {resigned})

**Conditional pending fingerprinting clearance*

CIVIL SERVICE, continued

CL-1 **PROBATIONARY APPOINTMENT**, continued

*Stacey Madocks, Bus Driver
Effective April 25, 2022
(Transportation; \$25.86/hr; new position)

Elaine Napoleon, Part-Time Food Service Worker
Effective April 11, 2022
(Udall; \$15.13/hr; replacing C. Kuzmiak {Building Aide})

CL-2 **RESIGNATION**

Keiry Zelaya, Security / Receptionist Aide
Effective March 29, 2022
(Manetuck)

CL-3 **RETIREMENT**

Vivian Becker, Principal Account Clerk, Confidential
Effective April 30, 2022
(16.79 years)

CL-4 **SUBSTITUTE CUSTODIAN** (\$15.00/hr)

Ewelina Fedorushyn, effective April 8, 2022
Timothy Mackin, effective April 8, 2022
Scott Mott, effective April 8, 2022

CL-5 **SUBSTITUTE PARAPROFESSIONAL** (\$15.00/hr)

Jennifer Wormuth, effective April 8, 2022

OTHER

HOMEBOUND INSTRUCTOR (\$67.38/hr)

Theresa Gruick, effective April 8, 2022

PERMANENT SUBSTITUTE TEACHER (\$150 per diem)

Shannon Culkin, effective April 25, 2022 through June 24, 2022

SUBSTITUTE TEACHER (\$130 per diem)

Ellen Bowen, effective April 8, 2022
*Brittany Parsons, effective April 8, 2022
Mary Roulette, effective April 8, 2022
Heather Sayler, effective April 8, 2022
Ashley Schmidt, effective April 8, 2022
Christine Sperzel, effective April 8, 2022
Cydney Wolff, effective April 8, 2022

**Conditional pending fingerprinting clearance*

OTHER, continued

SUBSTITUTE TEACHING ASSISTANT (\$105 per diem)

Ellen Bowen, effective April 8, 2022

SUBJECT: GENDER NEUTRAL SINGLE-OCCUPANCY BATHROOMS

All single-occupancy bathroom facilities in the district are designated as gender neutral. Signs designating gender neutral single-occupancy bathrooms must be posted on the wall next to the door of that bathroom facility. Signage must conform to the State Education Department preferred or acceptable terms and icons.

A “single-occupancy bathroom” is as defined in Public Buildings Law §145(d) as “a bathroom intended for use by no more than one occupant at a time or for family or assisted use and which has a door for entry into and egress from the bathroom that may be locked by the occupant to ensure privacy.”

The Superintendent of Schools or designee is directed to post appropriate signage to implement this policy consistent with applicable laws. Handbooks, directional signs, memos, safety plans, and maps will also be updated as necessary.

Ref: Education Law §409-m (single-occupancy bathrooms designated gender neutral)
Public Buildings Law §145(d)
Building Code of New York State §§1111; 2902.4

SUBJECT: CAPITAL PROJECT CHANGE ORDERS

The Board of Education wants to facilitate the timeliness of work associated with the capital construction projects authorized by the district's voters. As such, the Board recognizes the occasional need to approve changes in construction plans as the work unfolds.

The Board authorizes the Director of Facilities to approve increases and decreases in the planned capital facilities project work (change orders) in an amount not to exceed \$10,000 per change. The Board authorizes the Superintendent of Schools and, in their absence, the Assistant Superintendent for Business, to approve increases and decreases in the planned capital facilities project work (change orders) in an amount not to exceed \$35,000 per change. The Superintendent will present the change order to the Board as an agenda item at its next scheduled meeting. It is understood that change orders will be authorized by the administration only when necessary to maintain progress of the work and will not substantively change the scope of project plans.

Change orders which exceed \$35,000 will require prior Board approval.

To be adopted by the Board of Education _____

SUBJECT: EXTRACLASROOM ACTIVITIES FUND

An extraclassroom activity fund shall be established for activities conducted by students whose financial support is raised other than by taxation or through charges of the Board of Education. All funds in the extraclassroom activities fund shall be kept according to standards of good financial management. Proper books will be kept and all moneys shall be deposited in appropriate accounts as set up by the Board of Education. These accounts shall be subject to audit.

All transactions involving extraclassroom funds shall be on a cash basis and no accounts shall remain unpaid at the end of the school year. ~~The building principals~~ Central Administration, with approval of the Superintendent of Schools, shall set up procedures for receipt and payment from the extraclassroom activities fund, ~~in their respective buildings.~~

All student activity funds for the graduating senior class shall be required to be dispersed or encumbered prior to the conclusion of the school year. Failure to do so will give the Board of Education the authority to disperse the funds for use in other student activities for the following school year.

A report on the status of the accounts will be presented to the Board each month.

Extraclassroom Activity Fund

1) Receipts and Disbursements:

- a) Before any club or student activity conducts an activity that will generate revenue, the Advisor must submit a copy of the fund raising application or notice of activity (advertising flyer) to the ~~Assistant Superintendent for Business building principal~~ for record keeping review and approval.
- b) Funds for deposit must be transferred to the Extraclassroom Activity Treasurer within five school days of the revenue generating activity. No funds, cash or checks are to be held by the club/activity officers or the Advisors. All revenue funds are to be deposited in the Extraclassroom Activity Fund bank account.
- c) Deposits are to be ~~submitted to the Central Treasurer through the district courier as long as the funds are submitted in a sealed, tamper evident deposit bag. When deposits are submitted via the courier, they will be counted by the Central Treasurer and then verified by a second person. This person will also sign the deposit form. counted by the Extraclassroom Activity Treasurer in the presence of the Activity Advisor.~~ The Activity Advisor is to provide a photocopy of checks for deposit.
- d) ~~Receipts are to be completed in triplicate, using pre-numbered receipts. One copy is to be maintained in the receipt book, one copy attached to the Treasurer's records, and one copy given to the Activity Advisor to be maintained with his/her records. The district's financial software program, nVision, will automatically assign cash receipt numbers.~~
- e) Funds for deposit are to be stored in the school safe or another secure location until they are transferred to the Treasurer. The Treasurer shall deposit funds in the Extraclassroom Activity Fund bank account within five business days of acceptance of the funds.
- f) For disbursements, Activity Advisors will provide the Treasurer with a Disbursement Voucher form with the appropriate signatures (Activity Advisor and Student Treasurer); A copy of minutes will be provided when authorizing the disbursement and an original invoice invoice scholarship payment or transfer of funds between club accounts.
- g) The Treasurer will make payment within five business days of receipt of a complete disbursement voucher request.
- h) If a club closes then any remaining funds should be equally shared with all other club accounts from that school building after any related bank fees or interest revenue is considered.

NO DISBURSEMENT IS TO BE COMPLETED UNLESS THERE IS SUFFICIENT FUNDS AVAILABLE IN THE INDIVIDUAL ACTIVITY FUND ACCOUNT.

SUBJECT: EXTRACLASSROOM ACTIVITIES FUND, continued

- 2) Reports:
 - a) The Treasurer is to maintain transaction records in a District approved accounting software program.
 - b) A record of the transactions and balance to date is to be given to each Advisor on a monthly basis. If there are no transactions in an account during the month, a current transaction report does not need to be provided.
 - c) A bank reconciliation report and an account status report are to be given to the Claims Auditor on a monthly basis for review. After the Claims Auditor reviews the reports they are to be presented to the School Board.
 - d) On an annual basis the Treasurer will make a report to the School Board about the activity status of each account. The School Board will determine if the individual accounts should be maintained or closed.
- 3) Personnel:
 - a) All Student Activity Advisors, including the Extraclassroom Activity Treasurer, will be appointed by the School Board in accordance with the District's procedure for appointment of other teaching staff. The stipends for these positions will be in accordance with the Teacher's contract.
 - b) After a Student Club or Activity has elected their officers, a Student Activities Club Signature Form is to be completed and given to the Central Treasurer.
 - c) All employees of the School District, including the staff associated with the Extraclassroom Activity Fund, are bonded through the District's liability insurance.

8 New York Code of Rules and Regulations
(NYCRR) Part 172

SUBJECT: RELEASE TIME OF STUDENTS

Written requests from the parent/guardian for the release of students generally will be honored. The appropriate time and reason for absence shall be recorded on the attendance record, using the procedures mandated by the state.

The building principal shall assume this responsibility or shall designate an individual to review and approve all requests.

Release Time During School Lunch

~~High school seniors may be permitted to leave school during the lunch period, subject to rules and regulations established and enforced by the Superintendent to assure:~~

- ~~a) That students have parental permission to leave school grounds during the period;~~
- ~~b) That the students exit in an orderly fashion, obey driving rules, and return promptly for classes.~~

~~This privilege may be rescinded for a senior or group of seniors who loiter in a public place, commit a public nuisance, or do not observe the school established rules.~~

Release Time During the School Day

When a senior has fulfilled all graduation requirements, they may be granted the privilege of leaving school property after seventh (7th) period to participate in an approved and verified work study program, mentorship, or verified student employment. Other students who are scheduled for a study period for the final period of the school day may be granted this privilege to participate in an approved and verified work study program or verified student employment.

The administration shall ensure that:

- a) Students have parental permission to leave school grounds early;
- b) Students have a good attendance history;
- ~~c) Effective September 2019, the 2022-2023 school year, seniors are carrying/carry a minimum course load of 6.5 credits/periods each semester. A half-period (0.5) represents a course that meets on an alternate day schedule for a full year or every day for one semester plus physical education and sufficient credits to qualify for graduation;~~
- ~~e)d) Effective the 2022-2023 school year, any student who has completed four (4) years of high school and fulfilled their physical education credit requirement for graduation, but did not graduate due to overall insufficient transcript credits, is not required to take physical education in their fifth year of high school or any subsequent year thereafter.~~
- d)c) Students have a verifiable paid or unpaid work reason or career connection (ex. job coaching, internship);
- e)f) The entering and exiting of school property is conducted in an orderly manner, and students do not loiter on or near, school property.

Students granted the privilege to leave early shall not be provided with bus transportation to/from school.

SUBJECT: CLASS RANKING/WEIGHTING OF GRADES (Classes of 2017, 2018, 2019, 2020)

The Board of Education wishes to recognize outstanding academic achievement and shall use a system of computing grade average to inform graduating students of their class standing.

Class Rank Computation

For the purpose of computation of rank, courses are assigned a weight according to their level of academic difficulty. Course weights are assigned as follows:

- a) International Baccalaureate Courses — a weight of 1.15
- b) Advanced placement courses and college affiliated courses — a weight of 1.15
- c) Honors courses (including those completed in eighth grade for which high school credit is awarded beginning with the class of 2006) — a weight of 1.05
- d) All other courses — a weight of 1.0

Courses applicable to class rank are those that are within the five major academic areas (English, social studies, math, science, and foreign language.) Effective with the 2007-2008 school year, all additional college level, honors and advanced placement courses in any discipline are also counted.

Unweighted Average

A student's unweighted average is the numerical average of those courses included in the ranking process. No weight factor is applied.

Transcripts

All courses taken, including summer school or repeated courses, will be listed on a student's transcript. For courses taken more than once, only the highest grade received will be used for ranking purposes.

Rank for College Application

Rank for college application purposes is calculated at the conclusion of the junior year.

Rank for Academic Leaders (Valedictorian/Salutatorian/Other Honors)

Rank is calculated once again after the third quarter of senior year to determine the Valedictorian/Salutatorian Academics Leaders, as well as for any other honors that may be based on rank.

Transfer Students

To be considered for Valedictorian/Salutatorian Academic Leader and the privilege of speaking at graduation, a graduating senior must have spent at least four (4) semesters at West Islip High School. A grade conversion chart will be applied to grades of students who transfer from a school which uses an alternate grading method.

Dissemination/Notification

The policy on Class Rank will be disseminated to appropriate school officials and will also be published in the student handbook. This policy will become effective with the high school class of 2002 and all subsequent classes.

SUBJECT: CLASS RANKING/WEIGHTING OF GRADES (Classes of 2017, 2018, 2019, 2020), *continued*

CLASS RANKING (for students entering West Islip High School in September 2017 and thereafter)

~~Beginning with the entering ninth grade class of 2017-2018, all~~ All courses will be weighted equally to promote a learning environment focused on substantive outcomes, mastering of new skills, and exploring new ideas.

At the end of seven semesters, the grade point averages for seniors will be calculated. Ten students will be chosen based upon their academic performance from which two Academic Leaders will be selected by the Academic Leader/Honored Speaker Selection Committee.

The following criteria will be used by the committee to determine the Academic Leaders:

- Academic record
- Extra-curricular activities
- Honor Society standing
- Community Service
- Disciplinary Record
- Attendance Record
- Enrollment History

Regulations will be developed to guide the committee and Academic Leader selection process.

INTEROFFICE MEMORANDUM

TO: BERNADIETTE BURNS
SUPERINTENDENT OF SCHOOLS

FROM: ROBERT NOCELLA
PURCHASING AGENT

SUBJECT: BID EXTENSIONS – JULY 1, 2022 – JUNE 30, 2023

DATE: 3/24/2022

CC: E. PELLATI, J. BOSSIE

WEST ISLIP - BID EXTENSIONS – JULY 1, 2022 – JUNE 30, 2023

Vendor - Aurora Equipment Services, Inc.

Bid # - 2101

Bid Title – *Refrigeration Repair and Service*

2021-22 Deal – Labor Rate: 1st Hr. \$60.00, each Add. Hour(s) \$60.00/Hr.

Parts & Materials – Certified Cost + 15%

2022-23 Deal - Labor Rate: 1st Hr. \$60.00, each Add. Hour(s) \$60.00/Hr.

Parts & Materials – Certified Cost + 15%

Vendor - Ideal Fence Corp.

Bid # - 2105

Bid Title – *Gates and Chain Link Fencing*

2021-22 Deal – Reference Bid Contract Renewal Letter 2/22

2022-23 Deal - Cost of Maintenance Service to remain the same for all categories.

Reference Bid Contract Renewal Letter 2/2

Vendor - Riddell All American

Bid # - 2108

Bid Title – *Athletic Equipment Reconditioning*

2021-22 Deal – Reference Bid Contract Renewal Letter 2/22

2022-23 Deal - Cost of the Reconditioning of all Equipment to remain the same for all categories.

Reference Bid Contract Renewal Letter 2/22

Vendor - Fitzgerald's Driving School, Inc..

Bid # - 2110

Bid Title – *In-Car Driver Education Instructions with Vehicles*

2021-22 Deal – Price per student/semester - \$304.00

2022-23 Deal – Price per student/semester - \$304.00

INTEROFFICE MEMORANDUM

TO: BERNADETTE BURNS
SUPERINTENDENT OF SCHOOLS

FROM: ROBERT NOCELLA
PURCHASING AGENT

SUBJECT: RFP #2200 - SPECIAL EDUCATION AND RELATED SERVICES

DATE: 3/24/2022

CC: E. PELLATI, J. DOWLING

A request for proposal for Special Education and Related Services for the West Islip School District was advertised in Newsday and the Islip Bulletin on Thursday, January 27, 2022. This request for proposal was also advertised on the West Islip website.

A total of thirty (30) requests for proposals were mailed to prospective proposers. A total of seventeen (17) were returned. These seventeen (17) proposals were opened on February 17, 2022.

RECOMMENDATION:

Based on proposals best meeting the needs of the West Islip UFSD that the contract for Special Education and Related Services is awarded to:

Access 7 Services, Inc.

Da Vinci Education & Research

Horizon Therapies/Horizon Healthcare

Kidz Educational Services

Little Angels Center, Inc.

Metro Therapy, Inc.

Milestones In Home Care, Inc.

NSSA (Nassau Suffolk Services for Autism)

Tender Age PY, Inc.

Please contact me with any questions.

WI

WEST ISLIP PUBLIC SCHOOLS

100 Sherman Avenue • West Islip, NY 11795
TEL: 631.930.1510 FAX: 631.893.3223

Food Services Department
Melanie Steinwies
School Lunch Manager

MEMORANDUM

TO: Elisa Pellati
FROM : Melanie Steinweis
DATE: 3/21/2022
RE: Excess of old equipment

Please see the below list of equipment that I would like to submit for excess.

Thank you,

Equipment	Asset Tag Number	Location	Reason for Excess
Food Holding / Warming Cabinet	0857	West Islip High School	Nonfunctional (broken)
Food Holding / Warming Cabinet	002299	Paul J. Bellew Elementary School	Nonfunctional (broken)

AGREEMENT

This Agreement is entered into this _____ day of _____, 202_ by and between **WEST ISLIP UNION FREE SCHOOL DISTRICT** (hereinafter the "DISTRICT OF RESIDENCE"), having its principal place of business for the purpose of this Agreement at 100 Sherman Avenue, West Islip, New York 11795, and **SMITHTOWN CENTRAL SCHOOL DISTRICT** (hereinafter the "DISTRICT OF LOCATION"), having its principal place of business for the purpose of this Agreement at 26 New York Avenue, Smithtown, New York 11787.

WITNESSETH

WHEREAS, DISTRICT OF LOCATION is required by Education Law Section 3602-c to provide special education services to parentally-placed students with disabilities, when such students attend private schools in DISTRICT OF LOCATION, but reside in DISTRICT OF RESIDENCE; and

WHEREAS, DISTRICT OF LOCATION is a public school district within the State of New York authorized to provide special education and related services to students with disabilities;

NOW, THEREFORE, the parties mutually agree as follows:

- A. **TERM:** The term of this Agreement shall be from July 1, 2021 through June 30, 2022 inclusive, unless terminated earlier as provided for in this Agreement.
- B. **SERVICES AND RESPONSIBILITIES:**
1. DISTRICT OF LOCATION shall develop an individualized education service program (IESP) for those student(s) listed on the attached "Confidential Schedule A," incorporated by reference herein and made a part of this Agreement, and shall provide the services set forth in such IESP. If an IEP for any of the students covered by this Agreement was developed by DISTRICT OF RESIDENCE, and DISTRICT OF RESIDENCE obtains written parental consent, DISTRICT OF RESIDENCE shall forward the IEP to the Committee on Special Education of DISTRICT OF LOCATION. DISTRICT OF LOCATION shall provide the services recommended in such IEP, unless and until the IEP is amended by DISTRICT OF LOCATION's own Committee on Special Education.
 - a. A student(s) may be added or deleted from the attached Schedule "A" at any time. In such event, the payment amount owed by DISTRICT OF RESIDENCE shall be adjusted accordingly.
 2. The services provided by DISTRICT OF LOCATION to students under this Agreement shall be in accordance with each student's IESP, as it may be modified from time to time.

3. DISTRICT OF LOCATION shall perform all services under this Agreement in accordance with all applicable Federal, State and local laws, rules, and regulations, as well as established policy guidance from the New York State Education Department.
4. Both parties to this Agreement shall comply with the provisions of the New York State Safe Schools Against Violence in Education (SAVE) Act, including, but not limited to background checks and fingerprinting of all staff directly providing services to students. If requested, each District shall provide the other with the proof of clearance for employment from the New York State Education Department.
5. DISTRICT OF LOCATION represents its services under this Agreement shall be provided by qualified individuals of good character and in good professional standing. DISTRICT OF LOCATION represents that no individuals providing services under this Agreement are currently charged, nor in the past have been charged with any relevant criminal or professional misconduct or incompetence.
6. Upon execution of this Agreement, DISTRICT OF LOCATION shall provide copies of required licenses/certifications of all professionals providing services to student(s) under this Agreement. In the event that the required license/certification of any agent or employee of DISTRICT OF LOCATION providing services under this Agreement is revoked, terminated, suspended, or otherwise impaired, DISTRICT OF LOCATION shall immediately notify DISTRICT OF RESIDENCE in accordance with the requirements for all notices pursuant to this Agreement as set forth below.
7. DISTRICT OF LOCATION shall obtain whatever releases, prescriptions, or other legal documents that are necessary for DISTRICT OF LOCATION to provide services pursuant to this Agreement and to render full reports concerning the education and progress of the student(s).
8. DISTRICT OF LOCATION agrees to furnish to the State all reports, audits, etc. required to make determination as to eligibility under the provisions of the Regulations of the Commissioner of Education. Such material shall be furnished at such times as are required by the State. DISTRICT OF LOCATION agrees to provide the State access to all relevant records which the State requires to determine either DISTRICT OF LOCATION's or DISTRICT OF RESIDENCE's compliance with applicable Federal or State statutes or regulations with the effect of law, which regulate either the execution of this Agreement or the performance of obligations under this Agreement. DISTRICT OF LOCATION agrees to retain all materials and records relevant to the execution or performance of this Agreement in accordance with the provision or section 74.21 of volume 34 of the Code of Federal Regulations, but in no event less than six (6) years from the date of this Agreement.
9. DISTRICT OF LOCATION agrees to furnish written reports of each pupil's educational progress to DISTRICT OF RESIDENCE. DISTRICT OF LOCATION will render such reports to DISTRICT OF RESIDENCE at any time that such reports are made to the parents of the pupil(s) covered by the terms of this Agreement, and will

render such additional reports as may be required by DISTRICT OF RESIDENCE. At a minimum, all reports shall be furnished at the end of each semester, i.e. January 31st and June 30th. Any and all reports shall be furnished upon termination of this Agreement. DISTRICT OF LOCATION shall provide such additional information concerning the pupil's progress as may be required by DISTRICT OF RESIDENCE.

10. DISTRICT OF LOCATION shall maintain records, logs and/or reports in accordance with all applicable laws, regulations, requirements of the New York State Education Department or Health Department. DISTRICT OF RESIDENCE shall have the right to examine any or all records or accounts maintained and/or created by DISTRICT OF LOCATION in connection with this Agreement, and upon request shall be entitled to copies of same.
11. Upon reasonable prior written notice, DISTRICT OF LOCATION shall be subject to visitation by DISTRICT OF RESIDENCE and/or its designated representatives during the normal business hours of DISTRICT OF LOCATION.
12. DISTRICT OF LOCATION shall be subject to the visitation of the Commissioner of Education or his/her designated representative(s).
13. DISTRICT OF LOCATION shall maintain monthly attendance records which shall be submitted to DISTRICT OF RESIDENCE at the end of each month. If a child has been absent for a period of five (5) or more consecutive days, the attendance record shall indicate the reason for that absence.
14. DISTRICT OF RESIDENCE shall request and do its best to obtain written consent from parents or guardians of each student covered by this Agreement to the release of personally identifiable information concerning the child from DISTRICT OF RESIDENCE to DISTRICT OF LOCATION.
15. In the event that the parent or person in parental relation to a student(s) receiving services pursuant to this Agreement files a request for an impartial hearing or administrative complaint or initiates litigation in connection with such services, DISTRICT OF LOCATION shall promptly give written notice of same to DISTRICT OF RESIDENCE.
16. DISTRICT OF LOCATION agrees that all disciplinary measures for disabled students will be conducted in accordance with applicable Federal, State and local laws, rules and regulations.
17. DISTRICT OF RESIDENCE shall be responsible for providing all students listed in Schedule A of the Agreement with transportation to and from school.
18. DISTRICT OF LOCATION will provide transportation from the nonpublic school to a school in DISTRICT OF LOCATION and from DISTRICT OF LOCATION to the student's home if the special education services are provided after the nonpublic school day.

C. COMPENSATION:

1. DISTRICT OF LOCATION shall be entitled to recover from DISTRICT OF RESIDENCE 100% of the actual cost of services that may be charged for each student receiving services pursuant to this Agreement in accordance with the Education Law and the Regulations of the Commissioner of Education, hereinafter referred to as the "Actual Cost of Services."

"Actual Cost of Services" shall mean costs of services, costs of evaluation, and costs of committee on special education administration. However, the Actual Cost of Services shall not exceed the actual cost to DISTRICT OF LOCATION of providing such services, after deducting any costs paid with federal or state funds.

DISTRICT OF LOCATION may only recover the Actual Cost of Services directly from DISTRICT OF RESIDENCE if DISTRICT OF RESIDENCE has obtained parental written consent to the release of personally identifiable information concerning the child to DISTRICT OF LOCATION. If parental consent to release of such information is not obtained, DISTRICT OF LOCATION shall submit a claim for the costs of said services to the Commissioner of Education.

This Agreement recognizes that the authority for DISTRICT OF RESIDENCE and DISTRICT OF LOCATION to contract for the provision of special education services herein is derived from Education Law Section 3602-c, and related provisions of the Education Law and Regulations of the Commissioner of Education; and that it is these statutes and regulations that may define the maximum costs that may be charged hereunder.

DISTRICT OF LOCATION shall utilize its best efforts to accurately calculate the Actual Cost of Services, and such calculations will be consistent with the maximum costs that may be authorized by the Education Law and the Regulations of the Commissioner of Education to be charged.

2. Requests for payment by DISTRICT OF LOCATION shall be made by submission of a detailed written invoice to DISTRICT OF RESIDENCE on a monthly basis which references the time period for which payment is being requested, and a breakdown of the total amount due for the period specified.
3. DISTRICT OF RESIDENCE shall pay DISTRICT OF LOCATION within thirty (30) days of receipt of each invoice by DISTRICT OF RESIDENCE, except as set forth in paragraph C(1) of this Agreement.

D. INDEMNIFICATION:

1. To the fullest extent permitted by law, DISTRICT OF LOCATION agrees to defend, indemnify and hold harmless DISTRICT OF RESIDENCE, its officers, directors, agents, or employees against all claims, demands, actions, lawsuits, costs, damages and expenses, including attorneys' fees, judgments, fines and amounts, arising from any act, omission, error, recklessness or negligence of DISTRICT OF LOCATION, its

officers, directors, agents or employees in connection with the performance of services pursuant to this Agreement. The obligations pursuant to this provision shall survive the termination of this Agreement.

2. To the fullest extent permitted by law, DISTRICT OF RESIDENCE agrees to defend, indemnify and hold harmless DISTRICT OF LOCATION, its officers, directors, agents, or employees against all claims, demands, actions, lawsuits, costs, damages and expenses, including attorneys' fees, judgments, fines and amounts, arising from any act, omission, error, recklessness or negligence of DISTRICT OF RESIDENCE, its officers, directors, agents or employees in connection with the performance of services pursuant to this Agreement. The obligations pursuant to this provision shall survive the termination of this Agreement.

E. CONFIDENTIALITY:

1. DISTRICT OF LOCATION, its employees, and/or agents agree that all information obtained in connection with the services provided for in this Agreement is deemed confidential information. DISTRICT OF LOCATION, its employees, and/or agents shall not use, publish, discuss, disclose or communicate the contents of such information, directly or indirectly with third parties, except as provided for in this Agreement. DISTRICT OF LOCATION further agrees that any information received by DISTRICT OF LOCATION, its employees, and/or agents during the course of the services provided pursuant to this Agreement which concerns the personal, financial, or other affairs of DISTRICT OF RESIDENCE, its employees, agents, clients, and/or students will be treated by DISTRICT OF LOCATION, its employees, and/or agents in full confidence and will not be revealed to any other persons, firms, or organizations.
2. DISTRICT OF RESIDENCE, its employees, and/or agents agree that all information obtained in connection with the services provided for in this Agreement is deemed confidential information. DISTRICT OF RESIDENCE, its employees, and/or agents shall not use, publish, discuss, disclose or communicate the contents of such information, directly or indirectly with third parties, except as provided for in this Agreement. DISTRICT OF RESIDENCE further agrees that any information received by DISTRICT OF RESIDENCE, its employees, and/or agents during the course of the services provided pursuant to this Agreement which concerns the personal, financial, or other affairs of DISTRICT OF LOCATION, its employees, agents, clients, and/or students will be treated by DISTRICT OF RESIDENCE, its employees, and/or agents in full confidence and will not be revealed to any other persons, firms, or organizations.
3. In the event of a breach of the within confidentiality provision by either party, the breaching party shall immediately notify the non-breaching party and advise it as to the nature of the breach and the steps it has taken to minimize said breach. The breaching party shall indemnify and hold the non-breaching party harmless from any claims arising from its breach of the within confidentiality provision. The parties further agree that the terms and conditions set forth herein shall survive the expiration and/or termination of this Agreement.

4. Both parties to this Agreement understand that they may receive and/or come into contact with *protected health information* as defined by the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and information protected by the Family Educational Rights and Privacy Act ("FERPA"). The parties hereby acknowledge their respective responsibilities pursuant to HIPAA and, if necessary, shall execute a Business Associate Agreement in connection with such responsibilities.

F. REPRESENTATIONS:

1. All employees of DISTRICT OF LOCATION shall be deemed employees of DISTRICT OF LOCATION for all purposes and DISTRICT OF LOCATION alone shall be responsible for their work, personal conduct, direction, and compensation. DISTRICT OF LOCATION acknowledges that it will not hold itself, its officers, employees and/or agents out as employees of DISTRICT OF RESIDENCE. DISTRICT OF LOCATION shall, during the periods of its services hereunder, be engaged as an independent contractor. As such, DISTRICT OF LOCATION will be solely responsible for the payment of Federal and State income taxes applicable to this Agreement. DISTRICT OF RESIDENCE, if required by Federal or State requirements, will submit a Form 1099 and IT 2102.1 respectively at year-end to the Federal Government for all individuals having a gross income exceeding \$600, which thereupon will be reported for income tax purposes.
2. All employees of DISTRICT OF RESIDENCE shall be deemed employees of DISTRICT OF RESIDENCE for all purposes and DISTRICT OF RESIDENCE alone shall be responsible for their work, personal conduct, direction, and compensation. DISTRICT OF RESIDENCE acknowledges that it will not hold itself, its officers, employees and/or agents out as employees of DISTRICT OF LOCATION. DISTRICT OF RESIDENCE shall, during the periods of its services hereunder, be engaged as an independent contractor. As such, DISTRICT OF RESIDENCE will be solely responsible for the payment of Federal and State income taxes applicable to this Agreement. DISTRICT OF LOCATION, if required by Federal or State requirements, will submit a Form 1099 and IT 2102.1 respectively at year-end to the Federal Government for all individuals having a gross income exceeding \$600, which thereupon will be reported for income tax purposes.
3. Neither DISTRICT OF LOCATION nor any of its employees, agents, or assigns will be eligible for any employee benefits whatsoever relative to this Agreement including, but not limited to, Social Security, New York State Worker's Compensation, unemployment insurance, New York State Employee's Retirement System, health or dental insurance, or malpractice insurance, or the like.

G. INSURANCE:

1. Each party to this Agreement shall purchase from and maintain in a company or companies lawfully licensed to do business in the State of New York such insurance as will protect each party from claims set forth below for which the other may be

legally liable, whether such operations be by the other party or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable.

2. Required Insurance:

- a. Commercial General Liability Insurance: \$1,000,000 per occurrence/ \$2,000,000 aggregate.
 - b. Automobile Liability: \$1,000,000 combined single limit for owned, hired and borrowed and non-owned motor vehicles.
 - c. Workers' Compensation and N.Y.S. Disability: Statutory Workers' Compensation, Employers' Liability and N.Y.S. Disability Benefits Insurance for all employees.
 - d. Professional Errors and Omissions Insurance: \$1,000,000 per occurrence/ \$2,000,000 aggregate for the professional acts of each party performed under the contract for the other party. If written on a "claims-made" basis, the retroactive date must pre-date the inception of the contract or agreement. Coverage shall remain in effect for two (2) years following the completion of work.
3. Each party shall provide the other with evidence of the above insurance requirements upon execution of the within Agreement. Each party further acknowledges that its failure to obtain or keep current the insurance coverage required by this Agreement shall constitute a material breach of contract and subjects the party to liability for damages including, but not limited to, direct, indirect, consequential, special and any other damages the other party sustains as a result of this breach.

H. MISCELLANEOUS

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

To DISTRICT OF RESIDENCE:
West Islip Union Free School District
100 Sherman Avenue
West Islip, New York 11795

To DISTRICT OF LOCATION:
Smithtown Central School District
26 New York Avenue
Smithtown, New York 11787

2. This Agreement, along with the attached "Schedule A," is the complete and exclusive statement of the Agreement between the parties, and supercedes all prior or contemporaneous, oral or written: agreements, proposals, understandings,

representations, conditions or covenants between the parties relating to the subject matter of the Agreement.

3. This Agreement has been arrived at mutually and is not to be construed against any party hereto as being the drafter hereof or causing the same to be drafted.
4. It is expressly understood that this Agreement shall not be assigned or transferred without prior written consent of the other party.
5. This Agreement may not be changed orally, but only by an agreement, in writing, signed by authorized representatives of both parties.
6. Should any provision of this Agreement, for any reason, be declared invalid and/or unenforceable, such decision shall not effect the validity of the remaining provisions of this Agreement. Such remaining provisions shall remain in full force and effect as if this Agreement had been executed with the invalid provision(s) eliminated.
7. 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 in Federal District Court for the Eastern District of New York 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.
8. No course of dealing of any party hereto, no omission, failure or delay on the part of any party hereto in asserting or exercising any right hereunder, and no partial or single exercise of any right hereunder by any party hereto shall constitute or operate as a waiver of any such right or any other right hereunder. No waiver of any provision hereof shall be effective unless in writing and signed by or on behalf of the party to be charged therewith. No waiver of any provision hereof shall be deemed or construed as a continuing waiver, as a waiver in respect of any other or subsequent breach or default of such provision, or as a waiver of any other provision hereof unless expressly so stated in writing and signed by or on behalf of the party to be charged therewith.
9. Neither party will discriminate against any individual because of his/her age, race, creed, color, national origin, sexual orientation, military status, sex, reproductive health decisions, disability, predisposing genetic characteristics or marital status and will take affirmative action to ensure that each individual is afforded equal opportunities without discrimination because of his/her age, race, creed, color, national origin, sexual orientation, military status, sex, reproductive health decisions, disability, predisposing genetic characteristics or marital status.

I. AUTHORIZATION TO ENTER INTO AGREEMENT

1. The undersigned representative of DISTRICT OF LOCATION to this Agreement hereby represents and warrants that the undersigned is an officer, director, or agent of DISTRICT OF LOCATION with full legal rights, power and authority to enter into this Agreement on behalf of DISTRICT OF LOCATION and bind DISTRICT OF LOCATION with respect to the obligations enforceable against DISTRICT OF LOCATION in accordance with its terms.

2. The undersigned representative of DISTRICT OF RESIDENCE to this Agreement hereby represents and warrants that the undersigned is an officer, director, or agent of DISTRICT OF RESIDENCE with full legal rights, power and authority to enter into this Agreement on behalf of DISTRICT OF RESIDENCE and bind DISTRICT OF RESIDENCE with respect to the obligations enforceable against DISTRICT OF RESIDENCE in accordance with its terms.

**WEST ISLIP UNION FREE
SCHOOL DISTRICT**

**SMITHTOWN CENTRAL
SCHOOL DISTRICT**

By: _____

By: _____

Date: _____

Date: _____

WI

West Islip Public Schools

*The Michael and Christine Freyer Administration Building
100 Sherman Avenue - West Islip, New York 11795
TEL: (631) 893-3200 - FAX: (631) 893-3212*

PUBLIC NOTICE

The WEST ISLIP UNION FREE SCHOOL DISTRICT Board of Education
has scheduled the annual Re-organizational Meeting as follows:

DATE: Tuesday, July 5, 2022

TIME: 7:30 p.m.

PLACE: West Islip High School Auditorium

The Board of Education Regular Meeting will immediately follow.

/s/ _____ **Mary Hock**
District Clerk

Dated:

Meeting location, date and time is subject to change. Visit the website www.wi.k12.ny.us for up-to-date information.

WI

West Islip Public Schools

*The Michael and Christine Freyer Administration Building
100 Sherman Avenue - West Islip, New York 11795
TEL: (631) 893-3200 - FAX: (631) 893-3212*

PUBLIC NOTICE

The WEST ISLIP UNION FREE SCHOOL DISTRICT Board of Education at its Reorganizational Meeting held on July 5, 2022, set the following dates for its **2022-2023 Regular Meetings and Planning Sessions** which have been scheduled for 7:30 p.m. {unless noted}, at the locations listed below:

SCHEDULED DAY/DATE OF REGULAR MONTHLY BOARD OF EDUCATION MEETINGS:

<u>DATE</u>	<u>LOCATION</u>
Tuesday, July 5, 2022 ¹	West Islip High School Auditorium
Thursday, August 11, 2022	West Islip High School Auditorium
Thursday, September 8, 2022	Beach Street Middle School Auditorium
Thursday, October 6, 2022	Beach Street Middle School Auditorium
Thursday, November 3, 2022	Beach Street Middle School Auditorium
Thursday, December 8, 2022	Beach Street Middle School Auditorium
Thursday, January 5, 2023	Beach Street Middle School Auditorium
Thursday, February 9, 2023	Beach Street Middle School Auditorium
Thursday, March 9, 2023	Beach Street Middle School Auditorium
Wednesday, April 5, 2023	Beach Street Middle School Auditorium
Thursday, May 11, 2023	Beach Street Middle School Auditorium
Thursday, June 8, 2023	West Islip High School Auditorium

¹Meeting will immediately follow the Reorganizational Meeting

SCHEDULED DAY/DATE OF MONTHLY PLANNING SESSIONS

<u>DATE</u>	<u>LOCATION</u>
Tuesday, August 23, 2022	Beach Street Middle School Media Center
Tuesday, September 20, 2022	Beach Street Middle School Media Center
Tuesday, October 18, 2022	Beach Street Middle School Media Center
Tuesday, November 22, 2022	Beach Street Middle School Media Center
Tuesday, January 24, 2023	Beach Street Middle School Media Center
Tuesday, February 28, 2023	Beach Street Middle School Media Center
Tuesday, March 21, 2023	Beach Street Middle School Media Center
TBD based on receipt of BOCES vote date	Beach Street Middle School Media Center
Tuesday, May 23, 2023	Beach Street Middle School Media Center
Tuesday, June 20, 2023	Beach Street Middle School Media Center

/s/ _____ Mary Hock
District Clerk

Dated:

Meeting dates, times and locations are subject to change. Visit the website www.wi.k12.ny.us for up-to-date information.

WI
West Islip Public Schools

2021 – 2022
CHIEF/SCHOOL PHYSICIANS
Updated April 7, 2022

Dr. Marc Cimmino
CHIEF SCHOOL PHYSICIAN
Bay Shore Urgent Care Center
160 Howells Road
Bay Shore, NY 11706
631-969-8700
FAX: 631-969-8703

Dr. Tracy Onal
Bay Shore Urgent Care Center
40 Bay Shore Avenue
Bay Shore, NY 11706
631-968-0800

Dr. Robert A. Smolarz
50 North Carll Avenue
Babylon, NY 11702
631-669-7200

Dr. Leonard P. Savino
373 Sunrise Highway
West Babylon, NY 11704
631-422-3377

L. Atkinson, RPA
373 Sunrise Highway
West Babylon, NY 11704
631-422-3377

Dr. Costa Constantatos
170 Little East Neck Road #B
West Babylon, NY 11704
631-321-4147

Dr. Jorege Montes
148 Skyline Drive
Coram, NY 11727
631-696-1942

Joseph Tommasino, RPA
373 Sunrise Highway
West Babylon, NY 11704
631-422-3377

Dr. Jennifer Mingione
Internal Medicine
46 Great East Neck Road
West Babylon, NY 11704
631-321-9322
FAX: 631-321-9324

Dr. Ira Woletsky (Pediatrician)
1111 Montauk Highway
West Islip, NY 11795
631-661-2510

Dr. Jack Marzec
340 Montauk Highway
West Islip, NY 11795
631-422-9530
FAX: 631-376-1208

Dr. Phil Schrank
6 Technology Drive, Suite 100
East Setauket, NY 11733
631-689-6698
FAX: 631-751-5548

South Shore Neurologic Associates
712 Main Street
Islip, NY 11751
631-666-3939

Dr. Sarita Duchatelier
Dr. Keith Chu Cheong
Pediatric Neurology
Good Samaritan Hospital
West Islip, NY 11795
631-321-2100

Dr. Gregory Puglisi
649 West Montauk Highway
Bay Shore, NY 11706
631-669-6350
FAX: 631-669-1128

Dr. Eugene Gerardi
142 Country Club Drive
Commack, NY 11725
631-664-5455

Dr. Richard Gold
215 East Main Street
Smithtown, NY 11787
631-265-5858

Island Gastroenterology Consultants, P.C.
1111 Montauk Highway
Suite 3-1 (3rd Floor)
West Islip, NY 11795
631-669-1171

Dr. Jules Cohen
Renaissance School of Medicine
Stony Brook University
Stony Brook, NY 11794
631-638-0912
FAX 631-865-4052

Dr. Perry Frankel
Advanced Cardiovascular Diagnostics
410 Lakeville Road
Suite 209
Lake Success, NY 11042
516-488-5050
FAX: 516-326-6252

Dr. Roger Keresztes
Stony Brook Cancer Center
Renaissance School of Medicine
Stony Brook University
Stony Brook, NY 11794
631-444-6708
FAX: 631-638-0915

Amna Sher, MD
Assistant Professor of Medicine
Stony Brook University Medical Ctr.
Medical Oncology
HSC T15-040
Stony Brook, NY 11794-8151
631-216-8051
FAX: 631-865-4052

Yvette Feis, PhD
Neuropsychologist
29 Northcote Drive
Melville, NY 11747
631-643-8660

Dr. Roger Keresztes
Stony Brook Cancer Center
Renaissance School of Medicine
Stony Brook University
Stony Brook, NY 11794
631-638-6708
FAX 631-638-0915

Emergency Medical Technicians
Coverage for Athletic Events

Robert Mallimo
John Mileski
Steven Mirrione
Richard Naeder
Sean O'Hara
Kristine Ostrem

AFFORDABLE CARE ACT ADMINISTRATION AGREEMENT

AGREEMENT (the "Agreement") made as of this ___ day of _____, 2022 by Seneca Consulting Group, Inc., a New York corporation having an office located at 960 Wheeler Road #5367 Hauppauge NY 11788 (hereinafter referred to as "ADMINISTRATOR") and West Islip Union Free School District, having its administrative offices at 100 Sherman Avenue West Islip NY 11795, (hereinafter referred to as "DISTRICT").

WHEREAS, ADMINISTRATOR, an employee benefits Administrator, provides professional fee-based benefits consulting and administrative services and;

WHEREAS, DISTRICT desires to retain ADMINISTRATOR to provide consulting and Affordable Care Act administration and ADMINISTRATOR is capable and willing to provide the services to DISTRICT.

NOW, THEREFORE, in consideration of the mutual covenants and undertakings herein agreed, and for other good and valuable consideration, the parties agree as follows:

- (1) Appointment as ADMINISTRATOR. DISTRICT hereby engages and appoints ADMINISTRATOR to provide employee benefit consulting services and to act as DISTRICT's authorized agent (an authorized agent is a person or firm that, with the payor's authorization, transmits specific information and/or Affordable Care Act ("ACA") return documents to the Internal Revenue Service ("IRS") on behalf of the payor and may match name/TIN combinations). ADMINISTRATOR agrees to provide DISTRICT with the services set forth in Exhibit A.
- (2) ADMINISTRATOR'S Duties. ADMINISTRATOR agrees that:
 - I. It will use its best efforts to support the objectives of DISTRICT on behalf of DISTRICT;
 - II. It has no authorization whatsoever from DISTRICT to alter, modify or change any of the terms, rates and/or conditions contained in any of DISTRICT's documents, proposals or contracts, nor does it have authorization to change, alter or discharge participation in DISTRICT's benefit programs, and/or to incur any indebtedness on behalf of DISTRICT;
 - III. It will not circumvent, or attempt to circumvent, DISTRICT in DISTRICT's relationship with, other third-party administrators, underwriters, vendors, insurance carriers and like organizations, regardless of whether or not DISTRICT has a written contract with such third-party administrators, underwriters, vendors, insurance carriers or like organizations.
 - IV. It will provide comprehensive tracking of employee hours of service to determine "Full-Time" "Part-Time" status based on the DISTRICT's adoption of the IRS Safe Harbors per IRS Notices 2012-58, 2012-17, 2011-36, 2011-73. "Measurement Period Report"
 - V. It will prepare and provide to the DISTRICT written Measurement Period Reports four (4) times per fiscal year on a quarterly basis.
 - VI. It will prepare and provide the DISTRICT with DRAFT IRS Forms 1095C and 1095B for individuals required to receive one based on §6056 and §6055, and per the District's adoption of the IRS Safe Harbors pursuant to IRS Notices 2012-58, 2012-17, 2011-36, 2011-73
 - VII. It will as be needed and/or requested by DISTRICT, revise DRAFT IRS Forms 1095C and 1095B and provide the revised forms to the district.
 - VIII. After DISTRICT has provided written approval of the DRAFT IRS Forms 1095C and 1095B, ADMINISTRATOR will provide final forms for the DISTRICT for the DISTRICT'S production, or if DISTRICT requests, in writing, that ADMINISTRATOR distribute the final approved forms, the ADMINISTRATOR will appropriately send and file the forms on behalf of the DISTRICT
 - IX. It will prepare and provide the DISTRICT with Draft IRS Forms 1094C and 1094B and thereafter, as needed and/or requested by DISTRICT, revise the forms and provide the revised forms to the DISTRICT
 - X. After District has provided written approval for the IRS Forms 1094C and 1094B, ADMINISTRATOR will efile forms IRS Forms 1094C, 1094B all forms 1095C and 1095B through the IRS Affordable Care Act Information Returns Program (AIR) using ADMINISTRATOR's AIR Transmitter Control Code (TCC)
- (3) DISTRICT'S Duties. DISTRICT agrees:
 - I. To provide to ADMINISTRATOR current data, reports, work history, contribution rates, plan documents related charges and the terms and conditions of DISTRICT's agreements with group health plans offered

to its employees and providers of benefit services as requested and needed by ADMINISTRATOR to perform its services, and to respond in a timely manner to requests for information submitted by the ADMINISTRATOR:

- II. It will not circumvent, or attempt to circumvent, ADMINISTRATOR in ADMINISTRATOR's relationship with ADMINISTRATOR's own clients, other third-party administrators, underwriters, vendors, insurance carriers and like organizations, regardless of whether or not ADMINISTRATOR has a written contract with such third party administrators, underwriters, vendors or insurance carriers.
- III. To provide and maintain an accurate list of individuals who are eligible to receive Form 1095C or 1095C (Employee List) to include the following fields:
 - a. Employee Number
 - b. Social Security Number
 - c. Last Name
 - d. First Name
 - e. Original Date of Hire
 - f. Termination or Retirement Date
 - g. Rehire Date
 - h. Current Address (Street, City, State & Zip Code)
 - i. Employee Group (As listed in payroll system)
 - j. Employee Primary Position (As listed in payroll system)
- IV. Provide and maintain an accurate report of employee contribution requirements towards single coverage as required under §6056
- V. Provide and maintain an accurate report of employee groups and positions offered Minimum Essential Health Care coverage as required under §6056
- VI. Provide and maintain an accurate report of employee groups and positions that are considered "Variable Hour" employees as defined in IRS Safe Harbors per IRS Notices 2012-58, 2012-17, 2011-36, 2011-73
- VII. Provide and maintain an accurate report of employee groups and positions that are considered "Non-Variable Hour" employees as defined in IRS Safe Harbors per IRS Notices 2012-58, 2012-17, 2011-36, 2011-73
- VIII. Provide and maintain an accurate report of all individuals covered under its self-insured health plan (NYSHIP ACA Enrollment Infor Report) to include the following fields:
 - a. Social Security Number as required under §6055
 - b. Last Name
 - c. First Name
 - d. Month of Coverage as required under §6055
 - e. Current Address (Street, City, State & Zip Code)
 - f. Employee Group (Retiree, Active, Other)
 - g. Medicare Primary Indicator
- IX. Errors; Review of Data. All Services provided hereunder will be based upon information provided to ADMINISTRATOR by DISTRICT. DISTRICT will promptly review all documents and reports produced by ADMINISTRATOR and provided or made available to DISTRICT by ADMINISTRATOR and District will promptly notify ADMINISTRATOR of any error or omission or discrepancy with DISTRICT's records and will provide corrected data DISTRICT agrees and acknowledges that it must review and approve the District Measurement Period Report, prior to ADMINISTRATOR producing any Draft or Final IRS Forms. The obligation of the DISTRICT to review and approve documents and reports in no way limits the ADMINISTRATOR'S responsibility to provide accurate analysis and produce accurate documents and reports (based on the documentation provided by the DISTRICT)
- X. DISTRICT agrees and acknowledges that it has the responsibility to train its employees and staff regarding and Board Resolutions pertaining to the Affordable Care Act, including Board Resolutions adopting IRS Safe Harbors per IRS Notices 2012-58, 2012-17, 2011-36, 2011-73.
- XI. DISTRICT agrees and acknowledges that it has the responsibility to train its employees and staff regarding the IRS reporting requirement under sections §4980, §6055 & §6056
- XII. DISTRICT agrees and acknowledges that it has the responsibility provide ADMINISTRATOR accurate and correct information, and DISTRICT is responsible to correct any incorrect data that it provided to ADMINISTRATOR
- XIII. Records. ADMINISTRATOR does not serve as DISTRICT's record keeper and DISTRICT will be responsible for retaining copies of all documentation received from or provided to ADMINISTRATOR in connection with this Agreement to the extent required by DISTRICT or applicable law.

ADMINISTRATOR will only be entitled to retain monies already paid by DISTRICT for the value of services actually performed and delivered by ADMINISTRATOR prior to the date of termination.

(6) Property of ADMINISTRATOR.

- I. To the extent permitted by law and except as otherwise provided herein, DISTRICT shall take reasonable steps necessary to hold in confidence and protect all trade secrets, which may include, but are not limited to, reports, documentation, techniques, products, ideas, concepts, output, and reports related to the Programs and Services of ADMINISTRATOR, from disclosure to any person, firm, corporation or other entity as allowed by law without ADMINISTRATOR's consent. DISTRICT shall ensure that all agents and any other persons with authorized access to any part of such confidential information be aware of and will observe and perform this non-disclosure covenant.

(7) Property of DISTRICT.

- I. Except as otherwise provided herein, ADMINISTRATOR will take all steps necessary to hold in confidence and protect all personal information and data, manuals, documentation, techniques, products, ideas, concepts, output, pricing, and reports related to the Programs and Services of DISTRICT, from disclosure to any person, firm, corporation or other entity without DISTRICT's written consent, provided same shall not otherwise be available. ADMINISTRATOR shall ensure that all agents and any other persons with authorized access to any part of such confidential information be aware of and will observe and perform this non-disclosure covenant.
- II. All of the undertakings and obligations of ADMINISTRATOR hereto relating to confidentiality and non-disclosure, whether contained in this Paragraph or elsewhere in this Agreement, will survive the termination or expiration of this Agreement.

(8) Expenses. ADMINISTRATOR will pay all expenses incurred in connection with the performance of ADMINISTRATOR's duties hereunder including, but not limited to, automobile and/or travel expenses.

(9) Completion Dates and Approvals: To ensure the IRS forms are produced and distributed in a timely manner to comply with the IRS Requirements.

- a) Recipient returns (1095) need to be mailed no later than March 2nd 2023, DISTRICT's final approval of the forms required by close of business February 15th, 2023.
- b) The required date for E-filing is March 31, 2023. DISTRICT's approval of the final data must be given to us no later than March 15, 2023.
- c) To produce DRAFT Recipient Returns for DISTRICT's review and approval, Final approval of DISTRICT's Measurement Period Report, Employee List and Healthcare Enrollment file is due by January 2nd, 2023.

(10) Independent Contractor. ADMINISTRATOR is retained by DISTRICT only for the purposes and to the extent set forth in this Agreement. ADMINISTRATOR's relation to DISTRICT is solely that of an independent contractor during the period of ADMINISTRATOR's retention and delivery of Services hereunder.

Neither ADMINISTRATOR nor any of its employees, shareholders, partners, members, officers, directors, agents, or assigns will be eligible for employee benefits or contributions thereto from DISTRICT relative to this Agreement including, but not limited to, social security, New York State Worker's Compensation, unemployment insurance, New York State Retirement System benefits, health or dental insurance, or malpractice insurance. With regard to employees of ADMINISTRATOR, ADMINISTRATOR alone will be responsible for their work, personal conduct, direction, compensation, and for payment of all employment and other taxes in relation thereto.

(11) Assignment. This Agreement may not be assigned or otherwise transferred by either party without the express written consent of the other.

(12) Entire Agreement. This Agreement contains the entire agreement between the parties with respect to the subject matter thereof and supersedes all other agreements, understandings and representations, written or oral, by and between the parties.

(13) Modification. This Agreement may not be changed orally, but only by an agreement in writing signed by both parties. Any waiver of any term, condition or provision of this Agreement will not constitute a waiver of any other term, condition, or provision, nor will a waiver of any breach of any term, condition or provision constitute a waiver of any subsequent or succeeding breach.

(14) Governing Law, Choice of Forum and Waiver of Jury Trial. This Agreement is subject to, governed by, enforced according to, and construed according to the laws of the State of New York, without regard to the conflicts of law's provisions thereof. Any dispute arising under this Agreement will be litigated in a New York State Court in Suffolk County, New York. The parties each waive trial by jury in any action concerning this Agreement.

(15) Headings. The headings or captions in this Agreement are for convenience and reference only and do not in any way modify, interpret, or construe the intent of the parties or affect any of the provisions of this Agreement.

(16) HIPAA. ADMINISTRATOR is and will remain in compliance with the privacy and security requirements of the Health Insurance Portability and Accountability Act. The parties have executed a Business Associate Agreement (attached hereto as Exhibit B).

(17) Indemnification. To the fullest extent permitted by law, ADMINISTRATOR indemnifies and will defend (with counsel selected by DISTRICT) and hold harmless DISTRICT, its employees, agents, representatives and members of the Board of Education, from any and all liabilities, losses, costs, damages, and expenses (including, but not limited to, reasonable attorneys' fees and disbursements) arising from any claims, disputes, or causes of action of whatever nature arising, in whole or in part, from the performance of ADMINISTRATOR's Services hereunder, or the action of, or the failure to act by ADMINISTRATOR, ADMINISTRATOR's representatives or employees, or anyone for whose acts ADMINISTRATOR may be liable.

In the event that any legal proceeding is instituted or any claim or demand with respect to the foregoing is asserted by any person in respect of which indemnification may be sought from ADMINISTRATOR pursuant to the provisions of this Paragraph 17, DISTRICT will promptly notify ADMINISTRATOR of such suit, claim or demand, and give ADMINISTRATOR an opportunity to defend and settle same without any cost to DISTRICT, and will extend reasonable cooperation to ADMINISTRATOR in connection with such defense, which will be at the expense of ADMINISTRATOR. If ADMINISTRATOR fails to defend the same within 30 calendar days of receipt of notice, DISTRICT will be entitled to assume the defense thereof, and ADMINISTRATOR will be liable to repay DISTRICT for all its expenses reasonably incurred in connection with the defense (including reasonable attorneys' fees, disbursements, expert witness fees and settlement payments).

To the fullest extent permitted by law, DISTRICT indemnifies and will defend and hold harmless ADMINISTRATOR, its employees, agents, and representatives from any and all liabilities, losses, costs, damages, and expenses (including, but not limited to, reasonable attorneys' fees and disbursements) arising from any claims, disputes, or causes of action of whatever nature arising from the action of, or the failure to act by DISTRICT, DISTRICT's representatives or employees, or anyone for whose acts DISTRICT may be liable.

All the provisions of this Paragraph will survive the expiration or sooner termination of this Agreement.

(18) Required Insurance. ADMINISTRATOR will obtain and keep in full force and effect during the term of this Agreement, at ADMINISTRATOR's sole cost and expense, the following insurance:

- **Commercial General Liability Insurance:** \$1,000,000 per occurrence/ \$2,000,000 aggregate (must include coverage for sexual misconduct).
- **Workers' Compensation and N.Y.S. Disability:** Statutory Workers' Compensation, Employers' Liability and N.Y.S. Disability Benefits Insurance for all employees. Proof of coverage must be on the approved specific form, as required by the New York State Workers' Compensation Board. ACORD certificates are not acceptable.
A self-employed person and certain partners and corporate officers are excluded from the definition of "employee" pursuant to Workers' Compensation Law Section 2(4). As such, individuals in such capacity are excluded from Workers' Compensation Law coverage

requirements. A person seeking an exemption must file a CE-200 form with the State. The form may be completed and submitted directly online to the Workers Compensation Board: http://www.wcb.ny.gov/content/ebiz/wc_db_exemptions/requestExemptionOverview.jsp

- **Professional Errors and Omissions Insurance:** \$2,000,000 per occurrence/ \$2,000,000 aggregate for the professional acts of ADMINISTRATOR performed under this Agreement for DISTRICT. If written on a "claims-made" basis, the retroactive date must pre-date the inception of this Agreement. Coverage must remain in effect for two calendar years following the completion of work.
- **Fidelity Bond:** For dishonest acts of ADMINISTRATOR's employees with coverage for computer fraud and fund transfer including client coverage.
- **Excess Insurance:** \$3,000,000 each occurrence and aggregate. Excess coverage must be on a follow-form basis.

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

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

DISTRICT must be listed as an additional insured by using endorsement CG 2026 or its equivalent. The decision to accept an alternative endorsement rest solely with DISTRICT. A completed copy of the endorsement must be attached to the certificate of insurance and the certificate must state that the endorsement is being used. The certificate of insurance must describe the specific services provided by ADMINISTRATOR (e.g., physical therapy, psychological services) that are covered by the commercial general liability policy and the umbrella policy. At DISTRICT's request, ADMINISTRATOR will provide a copy of the declarations page of its liability and umbrella policies with a list of endorsements and forms. If so requested, ADMINISTRATOR will provide a copy of the policy endorsements and forms.

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

If a policy is written on a "claims-made" basis, the retroactive date must pre-date the inception of this Agreement.

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

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

(19) Required Records. ADMINISTRATOR will provide services and maintain records, logs, and reports in accordance with all applicable laws, regulations and requirements of the New York State Education Department, the New York State Department of Labor and District policies and procedures in force during the term of this Agreement. ADMINISTRATOR must provide District with a copy of any reports, tests, evaluations, or observations that are prepared in connection with the Services provided by ADMINISTRATOR under this Agreement.

(20) Review of Records. District will have the right to examine any or all records or accounts maintained by ADMINISTRATOR in connection with this Agreement.

(21) District's Authority. ADMINISTRATOR represents and warrants that ADMINISTRATOR will observe and comply with the policies, rules, and regulations of the DISTRICT including, but not limited to, District Code of

Conduct (Collectively, the "Policies") and will cause ADMINISTRATOR's employees to do the same. ADMINISTRATOR acknowledges that ADMINISTRATOR has reviewed and is familiar with the Policies. ADMINISTRATOR will carry out the orders, directions and policies conveyed by the district from time to time either orally or in writing, provided however, that the ADMINISTRATOR will determine the manner of carrying out ADMINISTRATOR's professional duties hereunder consistent with ADMINISTRATOR's status as an independent contractor.

(22) Safeguarding Information. Neither ADMINISTRATOR nor District will use or disclose any information concerning the Services pursuant to this Agreement for any purpose which is prohibited by Federal and State statutes and/or regulations."

(23) Notices. Any notices required or permitted to be given pursuant to the terms of this Agreement must be in writing and either personally delivered or sent by nationally recognized overnight carrier to the parties at the following addresses:

To ADMINISTRATOR:

Seneca Consulting Group
960-Wheeler Road
Suite 5367
Hauppauge, New York 11780

To DISTRICT:

West Islip Union Free School District
100 Sherman Avenue
West Islip NY 11795
Attention: Ms. Elisa Pellati

(24) Waiver. Any waiver of any term, condition or provision of this Agreement will not constitute a waiver of any other term, condition, or provision, nor will a waiver of any breach of any term, condition or provision constitute a waiver of any subsequent or succeeding breach.

(25) Third-Party Beneficiaries. There are no third-party beneficiaries of or in this Agreement, other than NYSIR.

(26) Negotiated Agreement. This is a negotiated Agreement. It will not be construed against any party by reason of this Agreement being prepared by that party's attorney. Each party warrants that it/he/she has full power to execute, deliver and perform this Agreement and has taken all actions required by law, organizational documents or otherwise to authorize the execution and delivery of this Agreement.

(27) Iran Divestment Act of 2012. By signing this Agreement, 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/his/her own organization, under penalty of perjury, that to the best of its/his/her knowledge and belief that each person is not on the list created pursuant New York State Finance Law § 165-a(3)(b).


(28) Confidentiality of Records and Data Security and Privacy. ADMINISTRATOR must comply with all District policies and State, federal, and local laws, regulations, rules, and requirements related to the confidentiality of records and data security and privacy.

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

West Islip Union Free School District

SENECA CONSULTING GROUP, INC

By:


By: _____

Name: _____

Name: Daniel C. Opinante

Title: President

Title: _____

Date: March 16, 2022

EXHIBIT A

Affordable Care Act Employer Compliance Proposal and Scope of Work

SPECIFICATION OF SERVICES

ADMINISTRATOR will assist DISTRICT with meeting the DISTRICT's "Employer Mandate" obligations and reporting requirements pursuant to the ACA by:

- Identifying in writing DISTRICT's employees (both full-time and variable-hour employees) for whom DISTRICT may be liable for a Section 4980H penalty if affordable, minimum essential coverage providing minimum value is not offered.
- Identifying which type of minimum essential coverage would be deemed "affordable" under ACA for its full-time eligible employees (applying, for example, the "Form W-2" safe harbor);
- Offering strategies and helping DISTRICT apply the "Look-Back/Stability Period Safe Harbor" Measurement Method (a.k.a. "Look-Back Measurement Method") under the ACA to new and ongoing employees of DISTRICT.
- Identifying and accounting for any applicable employment break periods and/or periods of special unpaid leave for each DISTRICT employee who is evaluated using the Look-Back Measurement Method.
- Identifying in writing which DISTRICT employees must be treated as a new, ongoing, variable-hour, full-time, part-time and/or seasonal employees under ACA for purposes of applying the Look-Back Measurement Method and for determining those employees for whom the district may be liable for a Section 4980H penalty if affordable, minimum essential coverage providing minimum value is not offered;
- Reviewing collective bargaining agreements ("CBAs"), individual employment contracts, Board of Education resolutions, letters of understanding and any other documentation setting forth terms and conditions of employment and helping DISTRICT determine how each affects DISTRICT's obligations under ACA;
- Providing DISTRICT with a written penalty analysis for: (1) failing to offer minimum essential coverage as required by ACA; (2) offering minimum essential coverage that does not provide minimum value; (3) providing minimum essential coverage that is not "affordable" under ACA standards; and (4) providing coverage that does not satisfy the non-discrimination rule under ACA; and
- Assisting and supporting DISTRICT with audits, inquiries and/or investigations conducted by the Federal oversight agencies including, but not limited to, a response to any notices of a potential Section 4980H penalty;
- Preparing and electronically filing/sending Internal Revenue Code Section 6056 reports as DISTRICT's authorized agent including, but not limited to:
 - Using a secure method of delivery to import applicable DISTRICT data furnished by DISTRICT;
 - Drafting IRS Forms 1094-C and 1095-C;
 - On or before February 15th 2023 sending completed 1095-B and 1095-C forms to DISTRICT for DISTRICT's review and written approval (DISTRICT's written approval must be received by 5:00 p.m. on February 15th 2023);
 - Upon receipt of DISTRICT's written approval, furnishing all full-time employees with a copy of IRS Form 1095-C on or before March 2nd 2023;
 - Upon receipt of DISTRICT's written approval, electronically filing 1094-C and 1095-C forms with IRS on or before March 31st 2023; and
 - Providing the District with confirmation of IRS acceptance of the forms.

- Calculating the hours of service performed by each employee on a weekly and monthly basis including, but not limited to, regular workday, overtime, paid leave time, special unpaid leave time and stipends (each calculation will accurately reflect the hours of service for a particular week or month, even if the time is not entered into District's payroll system until after that week or month has concluded);
- Calculating the average hours of service performed by each employee during the initial or standard measurement period;
- Helping DISTRICT:
 - Determine the relevant "plan years"
 - Identify, establish and apply the most beneficial measurement periods (e.g., 3-12 months, etc.) including, if recommended, different measurement periods for different categories of employees, for:
 - Initial Measurement Periods;
 - Standard Measurement Periods;
 - Stability Periods; and
 - Administrative Periods;
- Analyzing and advising in writing whether DISTRICT's currently offered health insurance plans are "affordable" based on ACA requirements and offering options for alternate health insurance plans that comply with ACA;
- Analyzing and advising in writing which is the best "safe harbor" option under ACA for calculating the affordability of health insurance coverage in accordance with each eligible DISTRICT employees' income.
- Providing written assurances that current DISTRICT health insurance offerings meet the ACA standards for "minimum essential coverage";
- Analyzing and advising DISTRICT in writing to determine what, when and how many notices required by ACA must be provided to its employees and providing the required notices to the employees.
- Providing DISTRICT with a clear understanding of the New York State Health Insurance Exchange and its implications for DISTRICT and DISTRICT employees, if any.
- Ensuring that new and existing employees of DISTRICT are treated correctly and consistently with respect to ACA requirements.
- Developing strategies for timely enrolling in a DISTRICT health insurance plan those employees who meet the applicable legal threshold for average hours worked during the relevant period of time and, as a result, for whom DISTRICT may be liable for a Section 4980H penalty if affordable, minimum essential coverage providing minimum value is not offered;
- Revising compliance procedures as the Federal Government makes ongoing changes and adjustments to the ACA; and
- Providing DISTRICT with a reference manual (a "Compliance Report") that documents all the advice, analysis, calculations, recommendations, procedures, and protocol that relate to this Agreement.

EXHIBIT B
BUSINESS ASSOCIATE AGREEMENT

This Agreement ("Agreement") between Seneca Consulting Group, Inc., a New York Corporation with principal office and place of business at 960 Wheeler Road #5367 Hauppauge, NY 11788 (herein "CONSULTANT") and West Islip Union Free School District, having its principal place of business at 100 Sherman Avenue West Islip NY 11795, (hereinafter referred to as the "District").

WITNESSETH

WHEREAS, CONSULTANT provides employee benefit consulting services to District which relates to the group health insurance program provided to the participants of such District; and

WHEREAS, the parties acknowledge that they are subject to the rules of HIPAA and that this Agreement is required by HIPAA regarding certain EDI, Privacy and Security standards applicable to this Agreement; and

WHEREAS, District and CONSULTANT have entered into a relationship under which CONSULTANT may receive, use, obtain, access or create Protected Health Information (as that term is defined in Paragraph I(e) of this Exhibit to the Agreement) from or on behalf of District in the course of providing goods and services to District and its participants; and

WHEREAS, such Protected Health Information is confidential and must be afforded special treatment and protection, such that all information can be used or disclosed only in accordance with the Standards for Privacy of Individually Identifiable Health Information set forth at 45 CFR Parts 160 and 164 (hereinafter "the Privacy Rule") as implemented in the parties' relationship by this Agreement; and

WHEREAS, CONSULTANT acknowledges that it is a Consultant of District under the terms of HIPAA in its operation of this Agreement.

I Definitions.

- (a) Breach. "Breach" shall have the same meaning as the term "breach" in Section 13400(1) of the HITECH Act
- (b) Designated Record Set. "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 CFR 164.501, limited to the information created or received by CONSULTANT from or on behalf of District.
- (c) De-identify/De-identified. "De-identify/De-identified" means to remove, encode, encrypt, or otherwise eliminate or conceal data that identifies an individual, or modifies information so that there is no reasonable basis to believe that the information can be used to identify an individual
- (d) Disclose. The release transfer or provision of access to PHI, whether oral or recorded in any form or medium.
- (e) Individual. "Individual" shall have the same meaning as the term "individual" in 45 CFR 164.501 and shall include a person who qualifies as a personal representative in accordance with 45 CFR 164.502(g).
- (f) Privacy Rule. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR part 160 and part 164, subparts A and E.
- (g) Protected Health Information. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR 164.501, limited to the information created or received by Consultant from or on behalf of District.
- (h) Secretary. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his designee.
- (i) Business Associate. "Business Associate" shall mean Consultant.
Covered Entity. "Covered Entity" shall mean West Islip Union Free School District
- (j) Minimum Necessary Information. "Minimum Necessary Information" means (i) in the case of routine and recurring types of disclosures, the set of data or records which the disclosing party's policies and procedures have established as reasonably necessary to achieve the purpose of such disclosures; and (ii) in the case of non-routine and non-recurring disclosures, the set of data or records which the Disclosing Party determines is reasonably necessary to accomplish the purpose of the disclosure, upon review of each

disclosure according to criteria developed by the Disclosing Party; provided that in the case of disclosure (A) to a Covered Entity, (B) to a professional for purposes of providing professional services to the Disclosing Party, or (C) to a public official for disclosures which are permitted by law without Individual consent, the Minimum Necessary Information shall be the set of data or records requested by that party, upon the party's reasonable representation that the request is for the minimum necessary given the purpose of disclosure(s).

2. Obligations and Activities of Consultant. Consultant agrees to:

- (a) not use or disclose Protected Health Information other than as permitted or required by this Agreement or as required By Law.
- (b) use appropriate safeguards to prevent use or disclosure of the Protected Health Information other than as provided for by this Agreement.
- (c) mitigate, to the extent practicable, any harmful effect that is known to consultant of a use or disclosure of Protected Health Information by Consultant in violation of the requirements of this Agreement.
- (d) report to District within forty-eight (48) hours any use or disclosure of the Protected Health Information not provided for by this Agreement of which it becomes aware.
- (e) ensure that any agent, including a subcontractor, to whom it provides Protected Health Information received from, or created or received by consultant on behalf of District agrees to the same restrictions and conditions that apply through this Agreement to Consultant with respect to such information.
- (f) provide access, at the request of District, within 48 hours, to Protected Health Information in a Designated Record Set, to District or, as directed by District, to an Individual to meet the requirements under 45 CFR 164.524.
- (g) make any amendment(s) to Protected Health Information in a Designated Record Set that the District directs or agrees to pursuant to 45 CFR 164.526 at the request of District or an Individual, and within 48 hours of such request.
- (h) make internal practices, books, and records, including policies and procedures and Protected Health Information, relating to the use and disclosure of Protected Health Information received from, or created or received by Consultant on behalf of, District available to the District, or to the Secretary, in a time and manner or designated by the Secretary, for purposes of the Secretary determining District's compliance with the Privacy Rule.
- (i) document such disclosures of Protected Health Information and information related to such disclosures as would be required for District to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR 164.528.
- (j) provide to District or an Individual, within 48 hours of a request, information collected in accordance with Section (i) above of this Agreement, to permit District to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR 164.528.

3. Permitted Uses and Disclosures by Consultant.

Except as otherwise limited in this Agreement, Consultant may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, District, provided that such use or disclosure would not violate the Privacy Rule if done by District or the minimum necessary policies and procedures of the District.

4. Obligations of District. District shall:

- (a) notify Consultant of any limitation(s) in its notice of privacy practices of District in accordance with 45 CFR 164.520, to the extent that such limitation may affect Consultant's use or disclosure of Protected Health Information.
- (a) District agrees to disclose PHI to Consultant upon its own volition, upon consultant's request, or upon the request of a third party if such disclosure is permissible by law, so that consultant may provide the agreed to services to or on behalf of District, District otherwise objects to the disclosure, or CONSULTANT is no longer providing the services to District.
- (b) notify Consultant of any changes in, or revocation of, permission by Individual to use or disclose Protected Health Information, to the extent that such changes may affect Consultant's use or disclosure of Protected Health Information.

(c) notify Consultant of any restriction to the use or disclosure of Protected Health Information that District has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Consultant's use or disclosure of Protected Health Information.

5. Permissible Requests by District

District shall not request Consultant to use or disclose Protected Health Information in any manner that would not be permissible under the Privacy Rule if done by District.

6. Term and Termination

(a) Term. This Agreement shall be effective from the date the parties sign the attached Benefit Consulting Agreement (the "Effective Date"), until the later of 1) the date of termination of the aforementioned Benefit Consulting Agreement or 2) the date one of the parties terminates the Agreement pursuant to subdivision (b) of this paragraph, or 3) the date when all of the Protected Health Information provided by the District to Consultant or created or received by Consultant on behalf of District, is destroyed or returned to District, or, if it is infeasible to return or destroy Protected Health Information, protections are extended to such information in accordance with the provisions of Subdivision (c) of this paragraph 6.

(b) Termination Either party may terminate this Agreement upon thirty (30) days' notice to the other party, which shall serve to terminate the Benefit Consulting Agreement as well:

(c) Effect of Termination.

i. Except as provided below in paragraph (ii) of this section, upon termination of this Agreement, for any reason, Consultant shall immediately return or if directed by the District, destroy all Protected Health Information received from District, or created or received by Consultant on behalf of District. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of Consultant. Consultant shall retain no copies of the Protected Health Information.

ii. In the event that Consultant determines that returning or destroying the Protected Health Information is infeasible, Consultant shall provide immediately to District notification of the conditions that make return or destruction infeasible. Upon submittal of written proof, satisfactory to District, that return or destruction of Protected Health Information is infeasible, Consultant shall extend the protections of this Agreement to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Consultant maintains such Protected Health Information.

7. Indemnification.

Consultant agrees to indemnify, defend and hold harmless District and their affiliates, trustees, officers, directors, employees, successors and assigns from and against any and all claims, penalties, liabilities, losses, damages, suites, settlements, judgments or costs, including reasonable attorneys' fees, which may arise from the acts or omissions of Consultants in performing under this Agreement.

8. Audit.

Upon sixty (60) days' prior notice, District may audit Consultant's performance pursuant to this Agreement, including, but not limited to, the internal privacy practices of Consultant. District shall choose the Auditor in its sole discretion. The Audit shall be conducted on CONSULTANT's premises during regular business hours and CONSULTANT shall make available its books, records and procedures regarding compliance with Health Insurance Portability and Accountability Act of 1996 Privacy Rule and any applicable amendments thereto.

9. Miscellaneous.

(a) Regulatory References. A reference in the Agreement to a section in the Privacy Rule means the section as in effect or as amended.

(b) Amendment. The Parties agree to take such action as is necessary to amend the Agreement from time to time pursuant to a written agreement signed by the Parties and is necessary for District to comply with the requirements of the Privacy Rule and the Health Insurance Portability and Accountability Act of 1996. Pub. L. No. 104-191

(c) Survival. The respective rights and obligations of Consultant under Section 2(f), 2(g), 6(c) and (7) of this Exhibit "B" shall survive the termination of the Agreement.

(d) Interpretation. Any ambiguity in the Agreement shall be resolved to permit District to comply with the Privacy Rule.

(e) Notices. Any notice required to be given under this Agreement shall be in writing and sent by confirmed facsimile or by certified mail, return receipt requested at the address set forth above or at such other address as the parties may designate from time to time.

NOW, THEREFORE, in consideration of the mutual promises contained herein and other good and valuable consideration, receipt of which is hereby acknowledged, the parties agree as follows:

The parties agree that for purposes of HIPAA CONSULTANT shall be deemed a Consultant of District. CONSULTANT agrees to continue to perform, on behalf of District, all transactions that are considered Covered Transactions, as that term is defined by HIPAA and function as District's Clearinghouse, as that term is defined by HIPAA, and therefore further agrees to comply with HIPAA's standards regarding EDI, Privacy and Security. In no event shall District be required to provide CONSULTANT with any information in a format that meets the EDI standards of HIPAA.

IN WITNESS WHEREOF, the duly designated representatives of District and CONSULTANT have executed this Agreement and have evidenced their ratification and consent to be bound by the Agreement contained herein, as of the effective date of this Agreement.

West Islip Union Free School District

SENECA CONSULTING GROUP, INC

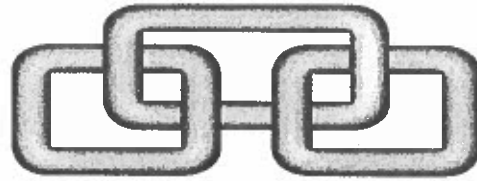
By:



By:

Name: _____
Title: _____

Name: Daniel C. Opinante
Title: President
Date: March 16, 2022



**SOUTHERN
WESTCHESTER BOCES**

RESOLUTION OF BOARD OF EDUCATION

WHEREAS it is the desire of the Southern Westchester Board of Cooperative Educational Services to allow any officer, board or agency of a political subdivision or of any district therein, adopting this Resolution to bid jointly in those supplies, commodities, materials and equipment set forth below.

Now, therefore, be it

RESOLVED that the West Islip School District agrees to participate with other school districts of the Southern Westchester Board of Educational Services, Westchester County, New York adopting this in the joint bidding of:

	Please check Either	
	<u>YES</u>	<u>NO</u>
1. Art Supplies	_____	_____
2. General School Supplies	_____	_____
3. Office Supplies	_____	_____
4. Fine Paper Supplies	_____	_____
5. Audio Visual Supplies & Equipment	_____	_____
6. Bakery Goods	_____	_____
7. Cafeteria Food Supplies	_____	_____
8. Custodial Supplies	_____	_____
9. Custodial Paper Supplies	_____	_____
10. Lumber Supplies	_____	_____
11. Laser & Ink Jet Toners, OEM	_____	_____
12. Microcomputer Hardware	_____	_____
13. Office & Classroom Furniture	_____✓	_____

BE IT FURTHER RESOLVED that this Resolution shall remain in effect until: June 30, 2022, and

BE IT FURTHER RESOLVED that it is agreed that the specifications as presented will be used, and that this Board agrees to bid its required amount of said commodities jointly with other participating school districts and Southern Westchester and the Southern Westchester Board of Cooperative Educational Services. The recommendation of the Purchasing Steering Committee will be considered when this Board acts on the purchase of said Commodities.

BE IT FURTHER RESOLVED that the invitation to bid will be advertised by BOCES in the Journal News in accordance with the provisions of Section 103 to the General Municipal Law.

Clerk

West Islip UFSD
School District

Date of Board Adoption

100 Sherman Ave West Islip NY 11795
Address