

AGENDA



BOARD OF EDUCATION

March 9, 2023
7:30 p.m.

REVISED

Beach Street Middle School
17 Beach Street

Submitted by:
Dr. Paul Romanelli
Superintendent of Schools

A G E N D A
REGULAR MEETING OF THE BOARD OF EDUCATION
March 9, 2023
Revised

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 February 28, 2023 Planning Session.
- VI. **PERSONNEL**
- VII. **CURRICULUM UPDATE**
- VIII. **REPORT OF BOARD COMMITTEES**
 - A) Buildings and Grounds Committee (3/7/2023)
 - B) Education Committee (3/7/2023)
 - C) Finance Committee (3/7/2023)
 - D) Special Education Committee (3/7/2023)
 - E) Health and Wellness Committee (3/8/2023)
- IX. **BUSINESS ITEMS**
 - A) Approval of Budget Transfers
 - B) Approval of Bids
 1. Bid #2214 Allendale Machinery Systems ~ \$32,910.00
 2. Base Bid GC-1 Single Prime Lighthouse Designs, Inc. ~ \$323,000
 - C) Approval of Health Services Contracts 2022-2023
 1. Bay Shore UFSD \$18,589.60
 2. Brentwood UFSD \$1,832.50
 - D) Approval of Surplus
 1. Miscellaneous IT equipment ~ Districtwide
 - E) Approval of Resolution (A)
 1. Joint Municipal Cooperative Bidding Program 2023-2024
 - F) Approval of Change Order
 1. Roland's Electric, Inc. (\$1,421.58) Manetuck
- X. **PRESIDENT'S REPORT**
 - A) Approval of Resolution re: receipt of the Single Audit Report for the year ended June 30, 2022 from R.S. Abrams & Co., LLP; approval of Corrective Action Plan in response to Single Audit Report dated June 30, 2022 submitted by the Assistant Superintendent for Business
 - B) Approval of the Affordable Care Act Administration Agreement 2023-2024
 - C) Approval of Resolution re: Nomination of Candidates for the Eastern Suffolk Board of Cooperative Education Services (ESBOCES)
- XI. **SUPERINTENDENT'S REPORT**
- XII. **NOTICES/REMINDERS**

XIII. OTHER ITEMS FOR BOARD MEMBERS INFORMATION

XIV. 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.*

XV. 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.*

XVI. CLOSING - Adjournment

EXECUTIVE SESSION

March 9, 2023

Beach Street Middle School

West Islip, New York

ITEMS FOR DISCUSSION

- 1) PERSONNEL
- 2) LEGAL MATTERS
- 3) NEGOTIATIONS

Public Officers Law Sec. 105 limits the items that may be discussed in Executive Session. These include litigation, negotiations, medical, financial, or employment matters concerning a particular person, proposed acquisition, sale or lease of real property, sale of securities, etc. Items discussed in Executive Session are to remain confidential.

**PLANNING SESSION
MEETING OF THE BOARD OF EDUCATION
February 28, 2023 – Beach Street Middle School Media Center**

AGENDA ITEM V.
MINUTES
RM 3/9/2023

PRESENT: Mr. Tussie, Mr. Antonello, Mrs. Brown, Mrs. Kelly, Mr. McCann, Mr. Maginniss

ABSENT: None

ADMINISTRATORS: Dr. Romanelli, Mrs. Morrison, Mrs. Pellati

ABSENT: None

ATTORNEY: None

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

APPROVAL OF MINUTES

Motion was made by Richard Antonello, seconded by Peter McCann and carried when all Board members present voted in favor to approve the minutes of the February 9, 2023 Regular Meeting.

ANNOUNCEMENTS

Stem Program Highlight Video

PERSONNEL

Motion was made by Richard Antonello, seconded by Peter McCann and carried when all Board members present voted in favor to approve **ADMINISTRATIVE: PROBATIONARY APPOINTMENT:** Patrick Kiley-Rendon, Executive Director Technology and Innovation, effective April 17, 2023 to April 16, 2027 (Districtwide; \$180,000; replacing Desmond Poyser {resigned}).

Motion was made by Richard Antonello, seconded by Peter McCann and carried when all Board members present voted in favor to approve the 2/28/23 Personnel Agenda as listed below.

ADMINISTRATIVE

A-2

RESIGNATION

Brian Taylor, Executive Director Human Resources
Effective July 1, 2023
(District Office)

CIVIL SERVICE

CL-1

CHANGE IN TITLE

Eva Gonzalez, Senior Account Clerk
Effective March 1, 2023
(District Office; Step 1; change from Account Clerk {replacing Maureen O'Connor})

CL-2 LEAVE OF ABSENCE, (unpaid)
(Pursuant to the Family Medical Leave Act of 1993-
12 week continuous medical coverage)

Christine Kearney, Business Manager I (Intermittent)
Effective February 28, 2023
(District Office)

Cara Wenk, Health Aide
Effective March 28, 2023 through May 31, 2023
(Oquenock)

CL-3 PROBATIONARY APPOINTMENT

Erica Brown, Special Education Aide
Effective March 1, 2023
(Manetuck; Step 1; new position; {IEP})

Marissa Fiore, Office Assistant
Effective March 13, 2023
(Paul J. Bellew; Step 1; replacing Cathleen McQuade {resigned})

Christine Pokorny, Cafeteria Aide
Effective March 1, 2023
(Udall; Step 1; replacing Elizabeth Eppig {resigned})

*Monica Ubilluz, Special Education Aide
Effective March 16, 2023
(Manetuck; Step 1; new position; {IEP})

CL-4 RESIGNATION

Dustin Cogliano, Custodial Worker I
Effective February 23, 2023
(Paul J. Bellew)

CL-5 SUBSTITUTE ASSISTANT COOK (\$18.02/hr)

Maria Vangeli, effective March 1, 2023

CL-6 SUBSTITUTE SENIOR COOK (\$25.15/hr)

Claire Appel, effective March 1, 2023

OTHER

MENTOR PROGRAM 2022-2023

Mentor (\$1051 Stipend) pro-rated
Nancy Silvestrini (Julia DePompeo, Family and Consumer Science)

PERMANENT SUBSTITUTE TEACHER RESIGNATION

Daniel Sarfin, Floater
Effective February 18, 2023
(Districtwide)

SPRING 2023 MIDDLE SCHOOL COACHES

SOFTBALL (AMENDED)

Keri Boystak-Blum, 7-8 Beach Coach
(replacing Daniel Sliwowski, approved at BOE meeting January 24, 2023)

INSTRUCTIONAL SWIM & FAMILY SWIM PROGRAMS 2022-2023

Lifeguard \$15 per hour

Angelise Acosta	Nils Haugen	Sasha Lavrosky
Nicholas Acquista	Kyle Held	Piper Loveland
Salvatore Calderone	Kaden Heyman	Kevin McCabe
Thomas Carini	Ruth Higgins	Christopher Piropatto
Matthew Dorn	Daniel Klein	Ciaran Pollard

**Conditional pending fingerprinting clearance*

Motion was made by Richard Antonello, seconded by Peter McCann and carried when all Board members present voted in favor to approve 2023-2024 Student Teacher Calendar.

Motion was made by Richard Antonello, seconded by Peter McCann and carried when all Board members present voted in favor to approve 2022-2023 Contract: Sayville UFSD Health Services Contract ~ \$2,870.20.

Motion was made by Richard Antonello, seconded by Peter McCann and carried when all Board members present voted in favor to approve Change Orders: Roland's Electric, Inc. (\$5,806.78) West Islip High School; Roland Electric, Inc. (\$6,638.00) Beach Street Middle School; Roland's Electric, Inc. (\$6,210.00) Paul J. Bellew Elementary School; Roland's Electric, Inc. (\$6,176.08) Manetuck Elementary School; Roland's Electric, Inc. (\$28,696.56) Udall Road Middle School; Roland's Electric, Inc. (\$5,000.00) Oquenock Elementary School; Roland Electric, Inc. (\$32.59) Bayview Elementary School.

Motion was made by Richard Antonello, seconded by Peter McCann and carried when all Board members present voted in favor to approve surplus of miscellaneous books - Oquenock Elementary.

Motion was made by Richard Antonello, seconded by Peter McCann and carried when all Board members present voted in favor to adjourn to Executive Session at 7:47p.m. for the purpose of discussing personnel, negotiations, and/or litigation.

Meeting reconvened at 9:00 p.m. on motion by Richard Antonello, seconded by Peter McCann and carried when all board members present voted in favor.

Motion was made by Richard Antonello, seconded by Peter McCann and carried when all Board members present voted in favor to adjourn to Super-Executive Session at 9:00 p.m.

Meeting reconvened at 9:10 p.m. on motion by Richard Antonello, seconded by Peter McCann and carried when all board members present voted in favor.

Motion was made by Richard Antonello, seconded by Peter McCann and carried when all Board members present voted in favor to approve the 2023-2024 non-represented salary increases.

Motion was made by Richard Antonello, seconded by Peter McCann and carried when all Board members present voted in favor to approve the increase to 2022-2023 payroll stipend.

Meeting adjourned at 9:15 p.m. on motion by Richard Antonello, seconded by Peter McCann 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.

DRAFT

PERSONNEL:

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

ADMINISTRATIVE

A-1 PROBATIONARY APPOINTMENT (AMENDED)

Patrick Kiley-Rendon, Executive Director Technology and Innovation
Effective April 17, 2023 to April 16, 2026
(Districtwide; change in effective date from April 17, 2023 to April 16, 2027)

TEACHERS

T-1 RETIREMENT

- Dennis Adams, Science
Effective July 1, 2023
(20 years)
- Denise Campasano, Elementary
Effective July 1, 2023
(23.5 years)
- Pamela Cooke, Elementary
Effective July 1, 2023
(33 years)
- Lynn Genovese, Special Education
Effective July 1, 2023
(24 years)
- Joanne Macrelli, Business
Effective July 1, 2023
(16 years)
- Karen Nordland, Elementary
Effective July 1, 2023
(22 years)
- Lawrence Sciarrino, Mathematics
Effective July 1, 2023
(21 years)
- Suzanne Sciarrino, Elementary
Effective July 1, 2023
(32 years)
- Shelia Siragusa, Reading
Effective July 1, 2023
(24 years)
- Elizabeth Winter, Science
Effective July 1, 2023
(26 years)

TEACHING ASSISTANTS

TA-1 TENURE APPOINTMENT

G Patricia Love, Teaching Assistant
Effective March 27, 2023

TA-2 PROBATIONARY APPOINTMENT

Ava Catapano, STEM
Effective March 10, 2023 to March 9, 2027
(Oquenock; Step 1; replacing Diane Calderone {retired})

CIVIL SERVICE

CL-1 RESIGNATION

Olga Alma-Cruz, Part-Time Food Service Worker
Effective March 9, 2023
(Oquenock)

Mark Robuffo, Custodial Worker II
Effective March 7, 2023
(High School)

CL-2 PROBATIONARY APPOINTMENT

Olga Alma Cruz, Custodial Worker I
Effective March 10, 2023
(Paul J. Bellew; Step 1; replacing Dustin Cogliano {resigned})

OTHER

ADULT EDUCATION SPRING 2023

Kathryn Mushorn (Lifeguard) \$25/hour

WEST ISLIP UFSD
 2022-2023 Budget Transfers - General Fund
 School Board Meeting - March 9, 2023

TRAN #	DATE	ACCOUNT	ACCOUNT DESCRIPTION	TRANSFER FROM	TRANSFER TO
4278	02/06/2023	<i>To reclass for FT for IB curriculum</i>			
		A 2110.518-359-6126	SUPPLIES - SOCIAL STUDIES HS	1,400 00	
		A 5540.406-359-6126	EDUCATIONAL TRIPS-SOCIAL STUDIES		1,400 00
4279	02/08/2023	<i>To transfer funds from Oil/Gas to Water</i>			
		A 1620.410-999-4999	FUEL OIL & HEATING GAS	5 000 00	
		A 1620.431-999-4999	WATER		5 000.00
4280	02/08/2023	<i>To cover additional expenses</i>			
		A 2110.417-999-4821	MEMBERSHIP DUES - MUSIC	635 00	
		A 2110.435-359-4821	STUDENT REGISTRATIONS/FEES MUSIC HS	1,334 64	
		A 2110.530-359-4821	UNIFORMS MUSIC	1,422 13	
		A 2110.527-319-4821	MUSIC SUPPLIES - UDALL		750 00
		A 2110.527-329-4821	MUSIC SUPPLIES BEACH		750.00
		A 2110.527-359-4821	MUSIC SUPPLIES - HS		1,000.00
		A 2850.509-999-4821	SHEFT MUSIC DISTRICTWIDE		891 77
4281	02/13/2023	<i>For Udall Security signs</i>			
		A 5540.406 999-4675	EDUCATIONAL TRIPS ATHLETICS	336 50	
		A 1620.518-999-5854	SUPPLIES, GENERAL: SCHOOL SAFETY		336 50
4282	02/28/2023	<i>Reclass for additional periodicals</i>			
		A 2810.423-359-5531	PROF & TECHNICAL SERVICES - HS COUNSELING	100 00	
		A 2810 552 359 5531	PERIODICALS, REFERENCES - HS - COUNSELING		100.00
DEBIT/CREDIT TOTALS				\$ 10,228.27	\$ 10,228.27
NET AMOUNT					

Paul Romanelli

Approved: _____
 Dr. Paul Romanelli, Superintendent of Schools

Date: 3/6/2023

INTEROFFICE MEMORANDUM

TO: DR. PAUL ROMANELLI
SUPERINTENDENT OF SCHOOLS

FROM: ROBERT NOCELLA
PURCHASING AGENT

SUBJECT: PURCHASE OF NEW UNIVERSAL ROBOTIC ARM

DATE: FEBRUARY 13, 2023

CC: E. PELLATI, J. BOSSE

A request for sealed bids for Purchase of a New Universal Robotic Arm was advertised in Newsday and the Islip Bulletin on Thursday, January 26, 2023. This bid was also advertised on the West Islip District website.

A total of seven (7) bids were mailed to prospective bidders. A total of two (2) were returned. These two (2) bids were opened on February 9, 2023.

RECOMMENDATION:

Based on the bid meeting specifications that the contract for Purchase of New Universal Robotic Arm is awarded to:

Allendale Machinery Systems

Please see the attached spreadsheet for details with regard to this bid. Please contact me with any questions

**West Islip UFSD
Purchase of Universal Robotic Arm
Bid #2214, 2/9/23**

<u>Vendor</u>	<u>Universal Robotic Arm 5e</u>	<u>KINOVA KR12339 Link 6 Arm</u>
Allendale Machinery Systems	\$ 32,910.00	
KINOVA, Inc.		\$ 34,737.00

****Note - The Allendale Machinery Systems Universal Robotic Arm 5e (or its equivalent) was identified in the bid specifications as the robotic arm of choice for the district.***

Evaluation/Conclusion

The Allendale Machinery Systems Universal Robotics Arm 5e best fits the desired application in the classroom based on the following points:

- 1. Allendale Machinery Systems Universal Robotic Arm 5e offers the the programming 12 inch touchscreen with polyscope whereas the KINOVA KR12339 Link 6 Arm offers the 12 inch touchscreen w/o the polyscope.***
- 2. The Allendale Machinery Systems Universal Robotic Arm 5e offers the control box I/O ports: 16 Digital in, 16 Digital out whereas the KINOVA KR12339 offers the control box I/O Ports: with 8 Digital in, 8 Digital out***

INTEROFFICE MEMORANDUM

TO: PAUL ROMANELLI SUPERINTENDENT OF SCHOOLS
FROM: JAMES BOSSE
DIRECTOR OF BUILDINGS AND GROUNDS
SUBJECT: TOILET RENOVATIONS AT BEACH ST. MS AND UDALL MS
DATE: 3/3/2023
CC: E. PELLATI, R. NOCELLA

A request for sealed bids for Bathroom/Toilet Renovations was advertised in Newsday and the West Islip Bulletin in February 2023. This bid was also advertised on the West Islip web site.

A total of thirteen bids (13) were returned. These bids were opened on Monday, February 27, 2023.

Base Bid GC-1 Single Prime – General Construction, Plumbing, Electrical

RECOMMENDATION:

Based on low bid meeting specifications **Base Bid GC-1 Single Prime – General Construction, Plumbing, Electrical** be awarded to:

**Lighthouse Designs, Inc.
1913 Deer Park Ave, Deer Park, NY 11729**

In the following amount:

1. <u>Base Bid GC-1 Single Prime (at Beach St. MS and Udall MS)</u>	<u>\$323,000</u>
Total Award	\$323,000

BAY SHORE UNION FREE SCHOOL DISTRICT
Business Office
75 West Perkal Street
Bay Shore, NY 11706
(631) 968-1104

AGENDA ITEM IX. C)
BUSINESS ITEMS
RM 3/9/2023

To: Business Office
West Islip UFSD
100 Sherman Avenue
West Islip, NY 11795

Invoice: HS22/23

Date: 02/17/23

2022-23 Health Services for 16 West Islip student(s) attending
non-public schools in Bay Shore @ \$1,161.85 per student =

\$18,589.60

Please make checks payable to: Bay Shore UFSD
Remittance Copy

HEALTH AND WELFARE SERVICE AGREEMENT

THIS AGREEMENT is made this 7th day of December, 2022 by and between the BOARD OF EDUCATION OF THE BAY SHORE UNION FREE SCHOOL DISTRICT ("BAY SHORE"), as the party of the first part, having its principal place of business at 75 West Perkal Street, Bay Shore, New York 11706 and the BOARD OF EDUCATION OF THE WEST ISLIP UNION FREE SCHOOL DISTRICT ("WEST ISLIP") as the party of the second part, having its principal place of business at 100 Sherman Avenue, West Islip, New York, 11795.

WITNESSETH

WHEREAS, the WEST ISLIP School District has been duly empowered by the provision of Section 912 of the Education Law to enter into a contract for the purpose of providing health and welfare services for children residing in the WEST ISLIP School District and attending non-public schools in the Bay Shore Union Free School District;

NOW THEREFORE, in consideration of the mutual promises and covenants contained in this Agreement, the parties hereto mutually agree as follows:

1. This Agreement shall take effect on the 7th day of December, 2022 for the period of July 1, 2022 through June 30, 2023, and terminate on June 30, 2023, unless terminated earlier in accordance with the terms set forth herein.
2. If requested by a non-public school located within BAY SHORE, BAY SHORE shall provide health and welfare services to the pupils who attend such non-public school and who reside within the WEST ISLIP School District. The health and welfare services provided by BAY SHORE shall be consistent with the services available to students attending public schools within the BAY SHORE UNION FREE SCHOOL DISTRICT; and may include, but are not limited to:
 - a. Nurse Services
 - b. Physician/Dental Services
 - c. School Speech Correction Services
 - d. School Psychological Services
 - e. School Social Work Services
 - f. Examinations for Participants in Athletics
 - g. Notification of Parents Regarding Defect and Follow-Up
 - h. Vision and Hearing Tests
 - i. First Aid Supplies and Health Record Forms
 - j. Provision of Medical Equipment Required by School Nurse/Physician

BAY SHORE shall be responsible for the cost of the equipment to be used in providing such services. It is expressly understood and agreed between the parties that BAY SHORE may not provide such services to pupils attending non-

public schools that are not available to the public school students enrolled in BAY SHORE UNION FREE SCHOOL DISTRICT; and the services to be provided pursuant to this Agreement shall not include any teaching services. BAY SHORE shall make its personnel available to WEST ISLIP for participation in District Child Study, 504 Team and Committee on Special Education meetings, as appropriate. WEST ISLIP shall notify BAY SHORE of the need for its presence at these meetings no later than twenty-one (21) days before the date of the meeting. Copies of all observation and testing reports prepared in connection with this Agreement shall be furnished to WEST ISLIP upon request.

3. BAY SHORE warrants that the health care services will be provided by licensed health care providers. BAY SHORE further represents that such services shall be performed by health care providers that are licensed under the laws of the State of New York, inclusive of New York State Department of Health and State Education Department Licensing requirements, if applicable. BAY SHORE further represents that such health care services will be in accord with all pertinent provisions of Federal, State, and local statutes, rules, and regulations, including, section 912 of the Education Law, and the student's IEP, if applicable. BAY SHORE shall certify that all health care providers possess documentation evidencing such license qualifications as required by Federal, State, or local statutes, rules, regulations, and orders.
4. BAY SHORE understands and agrees that it will comply and is responsible for complying with all applicable Federal, State, and local statutes, rules and ordinances, with respect to the services herein described.
5. In full consideration for the services to be rendered by BAY SHORE to WEST ISLIP for the period of this Agreement, upon presentation of an invoice by BAY SHORE evidencing the allocation of such costs in accordance with the terms set forth herein, WEST ISLIP will pay BAY SHORE at the rate of \$1,161.85 per student for the period July 2022 through June 2023.
6. BAY SHORE shall immediately notify the WEST ISLIP School District if a student is no longer receiving the services as described herein. Upon such notification, payment for students removed shall be pro-rated for the period of time services were provided to the student.
7. WEST ISLIP shall obtain whatever releases or other legal documents that are necessary in order that BAY SHORE may render full and complete performance of the obligations set forth in this Agreement. It is understood and agreed by the parties to this Agreement that the full responsibility for obtaining such clearances rests on WEST ISLIP.
8. WEST ISLIP agrees to provide the State access to all relevant records which the State requires to determine either BAY SHORE's or WEST ISLIP's compliance with applicable Federal or State statutes or regulations with the effect of law, which regulate either the execution of the Agreement or the performance of obligations under the Agreement. WEST ISLIP agrees to retain all materials and

records relevant to the execution or performance of the Agreement in accordance with the record retention requirements for such materials and records.


9. 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"). The Parties hereby acknowledge their respective responsibilities pursuant to HIPAA and shall comply with said Regulations, if applicable.
10. Both parties to this agreement, their employees, and/or agents agree that all information obtained in connection with the services provided for in this Agreement is deemed confidential information and they 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. It is further agreed that any information received by the parties, their employees and/or agents in connection with this Agreement, which concerns the personal, financial, or other affairs of their employees, agents, clients and/or students will be treated by the parties, their employees and agents in full confidence and will not be revealed to any other persons, firms or organizations. In addition, both parties agree that information concerning any student covered by the terms of this Agreement shall not be released except as provided for by applicable law, rule or regulation, including but not limited to the Family Educational Rights and Privacy Act ("FERPA").
11. This Agreement may be terminated by either party to the other party upon thirty (30) days written notice to the other party. In the event of such termination, the parties will adjust the accounts due and BAY SHORE will undertake no additional expenditures not already provided. Upon such termination, the parties shall endeavor in an orderly manner to wind down activities hereunder. In the event of termination, all reports and services due to must be completed by BAY SHORE, its employees, and/or agents within thirty (30) days of the termination date.
12. Services provided pursuant to this Agreement shall be provided without regard to race, creed, color, sex, sexual orientation, national origin, religion, age, disability or sponsorship.
13. All notices required or permitted shall be made in writing by hand delivery or by registered or certified mail, or by a recognized courier service. Notice shall be deemed given on the date of delivery or upon receipt. Notice shall be delivered or mailed to:

Bay Shore Union Free School District
75 West Perkal Street
Bay Shore, NY 11706

West Islip Union Free School District
100 Sherman Avenue
West Islip, NY 11795

14. The parties shall not assign, transfer, or convey any of its respective rights or obligations under this Agreement without the prior written consent of the non-assigning party
15. This Agreement shall be governed by the laws of the State of New York. If any portion of this Agreement is found by a court of competent jurisdiction to be invalid or unenforceable the remainder of this Agreement shall remain in full force and effect.
16. This Agreement constitutes the full and complete Agreement between BAY SHORE AND WEST ISLIP, and supersedes all prior written and oral agreements, commitments or understandings with respect thereto. This Agreement may not be altered, changed, added to, deleted from, or modified except through the mutual written consent of the parties.
17. The undersigned representative of WEST ISLIP hereby represents and warrants that the undersigned is an officer, director, or agent of WEST ISLIP with full legal rights, power, and authority to enter into this Agreement on behalf of WEST ISLIP and bind WEST ISLIP with respect to the obligations enforceable against WEST ISLIP in accordance with terms.
18. The undersigned representative of BAY SHORE hereby represents and warrants that the undersigned is an officer, director, or agent of BAY SHORE with full legal rights, power, and authority to enter into this Agreement on behalf of BAY SHORE and bind BAY SHORE with respect to the obligations enforceable against BAY SHORE in accordance with terms.
19. This Agreement is subject to approval by the Board of Education, by resolution duly approved.


IN WITNESS WHEREOF, the parties hereto have executed this agreement the day and year first set forth above.

By: 
 BAY SHORE UFSD
 Printed Name: Guy Leggio
 Title: *Board of Education President*
 Date: 12/7/22

By: _____
 West Islip UFSD
 Printed Name: _____
 Title: _____
 Date: _____

APPROVAL OF SUPERINTENDENT

I have examined the above contract and hereby approve the same.

By: 
 BAY SHORE UFSD
 Printed Name: Steven J. Maloney, Ed.D.
 Date: 12/7/22

By: _____
 West Islip UFSD
 Printed Name: _____
 Date: _____

BRENTWOOD UFSD52 THIRD AVE
BRENTWOOD, NY 11717**INVOICE****3029**

Invoice Date 12/22/2022

Customer No. 61

Customer / Bill To:
WEST ISLIP UFSD ADMINISTRATIVE OFFICE, ACCTS PAYABLE 100 SHERMAN AVE WEST ISLIP, NY 11795

Remit To:
BRENTWOOD UFSD 52 THIRD AVE BRENTWOOD, NY 11717 ATTN: ACCOUNTING DEPARTMENT

Phone	Fax	E-Mail Address	Terms	Invoice Amount
631-434-2534	631-434-3104		UPON RECEIPT	1,832.50

Items / Services	Cost Basis	Quantity	Unit Price	Amount
HEALTH SERVICES HEALTH AND WELFARE SERVICES PROVIDED TO STUDENTS ATTENDING MDQ ACADEMY LOCATED IN THE BRENTWOOD UFSD DURING THE 2022/2023 SCHOOL YEAR.	EACH	2.00	916.250	1,832.50

TOTAL: 1,832.50

Page 1 of 1

DETACH HERE AND SEND WITH PAYMENT

WEST ISLIP UFSD
 ADMINISTRATIVE OFFICE, ACCTS PAYABLE
 100 SHERMAN AVE
 WEST ISLIP, NY 11795

Invoice No. 3029

Invoice Date 12/22/2022

Customer No. 61

Total Due: \$1,832.50**Mail Payments To:**
 BRENTWOOD UFSD
 52 THIRD AVE
 BRENTWOOD, NY 11717
 ATTN: ACCOUNTING DEPARTMENT

Payment Terms: UPON RECEIPT

Amount Enclosed:

HEALTH AND WELFARE SERVICES AGREEMENT

This Agreement is entered into this 19th day of January, 2023 by and between the Board of Education of the Brentwood Union Free School District (hereinafter "PROVIDER"), having its principal place of business for the purpose of this Agreement at 52 Third Avenue, Brentwood, NY 11717 and the Board of Education of the West Islip Union Free School District (hereinafter "SENDER"), having its principal place of business for the purpose of this Agreement at 100 Sherman Avenue, West Islip, New York 11795.

WITNESSETH

WHEREAS, SENDER is authorized pursuant to Section 912 of the Education Law, to enter into a contract with PROVIDER for the purpose of having PROVIDER provide health and welfare services to children residing in SENDER and attending a non-public school located in PROVIDER,

WHEREAS, certain students who are residents of SENDER are attending non-public schools located in PROVIDER,

WHEREAS, PROVIDER has received a request(s) from said non-public schools for the provision of health and welfare services to the aforementioned students,

NOW THEREFORE, in consideration of the mutual promises and covenants contained in this Agreement, the parties hereby mutually agree as follows.

1. The term of this Agreement shall be from September 1, 2022, through June 30, 2023, inclusive.
2. PROVIDER warrants that the health and welfare services will be provided by licensed health care providers. PROVIDER further represents that such services shall be performed by health care providers that are licensed under the laws of the State of New York, including New York State Department of Health and the State Education Department licensing requirements, if applicable. PROVIDER further represents that such services will be in accordance with all applicable provisions of Federal, State, and local laws, rules, and regulations, including Section 912 of the Education Law, and the student's IEP, if applicable. PROVIDER shall certify that all service providers possess documentation evidencing such license qualifications as required by Federal, State, and local laws, rules, regulations and orders.
3. PROVIDER understands and agrees that it will comply and is responsible for complying with all applicable Federal, State, and local laws, rules, and regulations with respect to the services provided pursuant to this Agreement.

4. The services provided by PROVIDER shall be consistent with the services available to students attending public schools within the PROVIDER School District; and may include, but are not limited to:
 - a. all services performed by a physician, physician assistant, dentist, dental hygienist, registered professional nurse, nurse practitioner, school psychologist, school social worker, or school speech therapist,
 - b. dental prophylaxis,
 - c. vision and hearing screening examinations,
 - d. the taking of medical histories and the administration of health screening tests,
 - e. the maintenance of cumulative health records, and
 - f. the administration of emergency care programs for ill or injured students.

It is expressly understood and agreed between the parties that the services to be provided pursuant to this Agreement shall not include any teaching services.

5. In exchange for the provision of health and welfare services pursuant to this Agreement, SENDER agrees to pay PROVIDER the sum of **\$916.25** per eligible pupil for the 2022–2023 school year.
6. SENDER shall pay PROVIDER within thirty (30) days of SENDER’s receipt of a detailed written invoice from PROVIDER. Said invoice shall specify the services provided, dates that the invoice covers, and the total amount due for the period specified.
7. If, during the term of this Agreement, a student becomes eligible to receive services pursuant to this Agreement, PROVIDER shall undertake to provide services pursuant to this Agreement, and the amount of compensation owed by SENDER shall be prorated accordingly to accurately reflect the period of time services were provided to the student.
8. If, during the term of this Agreement, a student ceases to be eligible to receive services pursuant to this Agreement, PROVIDER shall no longer be responsible for providing services to that student pursuant to this Agreement, and the amount of compensation owed by SENDER shall be prorated accordingly to accurately reflect the period of time services were provided to the student.
9. PROVIDER shall furnish any supplies or equipment necessary to provide the services pursuant to this Agreement to the extent such items are not provided by the non-public school.
10. Both parties agree to provide the State access to all relevant records which the State requires to determine either PROVIDER’s or SENDER’s compliance with applicable Federal, State, or local laws, rules, or regulations with respect to provision of services pursuant to this Agreement. Both parties agree to retain all materials and records relevant to the execution or performance of their obligations pursuant to this Agreement in accordance with the record retention requirements for such materials and records.

11. 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 FERPA, to the extent applicable.
12. Both parties, their employees, and/or agents agree that all information obtained in connection with the services performed pursuant to this Agreement is deemed confidential information. Both parties, their 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. Both parties further agree that any information received by either party's employees and/or agents in connection with this Agreement which concerns the personal, financial, or other affairs of the parties, their employees, agents, and/or students will be treated as confidential and will not be revealed to any other persons, firms, organizations, or third parties. In addition, both parties agree that information concerning any student covered by the terms of this Agreement shall not be released except as provided for by applicable law, rule, or regulation, including but not limited to the Family Educational Rights and Privacy Act (FERPA).
13. Neither party will discriminate against any individual because of his/her age, race, creed, color, national origin, sexual orientation, military status, sex, 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, disability, predisposing genetic characteristics or marital status.
14. 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:

 SENDER: Ms. Elisa Pellati,
 Assistant Superintendent for Business
 WEST ISLIP UNION FREE SCHOOL DISTRICT
 100 Sherman Avenue
 West Islip, New York 11795

 PROVIDER: Stacy L. O'Connor
 Assistant Superintendent for Finance & Operations
 BRENTWOOD UNION FREE SCHOOL DISTRICT
 52 Third Avenue
 Brentwood, NY 11717
15. It is expressly understood that this Agreement shall not be assigned or transferred without prior written consent of the other party.

16. The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce every provision of this Agreement.
17. Should any provision of this Agreement, for any reason, be declared invalid and/or unenforceable, such decision shall not affect 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.
18. 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 Suffolk, 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.
19. PROVIDER agrees to defend, indemnify, and hold harmless the SENDER, 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 willful act, omission, error, recklessness, or negligence of the PROVIDER, its officers, directors, agents, or employees in connection with the performance of services pursuant to this Agreement.

SENDER agrees to defend, indemnify, and hold harmless the PROVIDER, 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 willful act, omission, error, recklessness, or negligence of the SENDER, its officers, directors, agents, or employees in connection with the performance of services pursuant to this Agreement. The mutual obligations pursuant to this provision shall survive the termination of this Agreement.
20. This Agreement is the complete and exclusive statement of the Agreement between the parties, and supersedes 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.
21. This Agreement may not be changed orally, but only by an Agreement, in writing, signed by authorized representatives of both parties.

22. It is mutually agreed that this contract shall not become valid and binding upon either party until the contract is approved by the Superintendent of Schools for the SENDER School District.

IN WITNESS WHEREOF, the parties have set their hands and seals the day and year written above.

SENDER
WEST ISLIP UNION FREE SCHOOL DISTRICT

Superintendent of Schools

SENDER
West Islip Union Free School District,

PROVIDER
Brentwood Union Free School District,

President, Board of Education



President, Board of Education

West Islip Public Schools

Interoffice Memorandum

To: Elisa Pellati
From: Lisa Di Sibio
Date: February 27, 2023
Re: Surplus from IT

Items for surplus:

1. Chromebooks	941
2. Laptops	4
3. PC	105
4. Printers	10
5. Monitors	51
6. Projector	1

Thank you for your assistance in this matter.

Computer	Mod	Monitor
2UA7221JC6	HP800G2SFF	6CM74908MD
2UA7221J85	HP800G2SFF	CNC82403DV
2UA7221T3K	HP800G2SFF	6CM7090WH8
2UA7221T3F	HP800G2SFF	6CM7090VX2
2UA7221T2Z	HP800G2SFF	6CM7090X0Y
2UA7221SL0	HP800G2SFF	6CM7090VX1
2UA7221JFL	HP800G2SFF	6CM7090W53
2UA7221JBT	HP800G2SFF	6CM7090W04
2UA7221J7X	HP800G2SFF	6CM7090VVT
2UA7221JCQ	HP800G2SFF	6CM7090W59
2UA7221T3Z	HP800G2SFF	CNC11303KP LA1905wg
2UA7221J9R	HP800G2SFF	6CM7090W54
2UA7221J98	HP800G2SFF	6CM7090WV1
2UA7221JBL	HP800G2SFF	6CM7090WTL
2UA7221J6R	HP800G2SFF	6CM7090VWV
2UA7221JDF	HP800G2SFF	CNC1480KPG LA2006x
2UA7221JCY	HP800G2SFF	6CM7090WBV
2UA7221SKZ	HP800G2SFF	6CM7090WVD
2UA7221T3Y	HP800G2SFF	6CM7090WJJ
2UA7221T43	HP800G2SFF	6CM74908MW
2UA7221JCM	HP800G2SFF	6CM7090W5G
2UA7221JB5	HP800G2SFF	3CQ7231ZKY
2UA7221J7N	HP800G2SFF	6CM7090WDB
2UA7221JBK	HP800G2SFF	6CM5310GHL E201
2UA7221J9Q	HP800G2SFF	6CM7090X14
2UA7221J6S	HP800G2SFF	6CM7090W5F
2UA7221JCH	HP800G2SFF	6CM7090X12
2UA7221J89	HP800G2SFF	6CM5310FZG E201
2UA7221J87	HP800G2SFF	6CM7090VY7
2UA7221JF4	HP800G2SFF	6CM7090TR2
2UA7221T49	HP800G2SFF	6CM74908SP

2UA7221J8M	HP800G2SFF	6CM7090WKY	
2UA7221T40	HP800G2SFF	6CM7090WRC	
2UA7221SL1	HP800G2SFF	6CM7090WD6	
2UA7221SL4	HP800G2SFF	6CM7090W55	
2UA7221JDX	HP800G2SFF	6CM7090WTZ	
2UA7221T2V	HP800G2SFF	6CM819365K	
2UA7221T3C	HP800G2SFF	6CM7090VPC	
2UA7221J8J	HP800G2SFF	6CM7090W5N	
2UA7221JC5	HP800G2SFF	6CM7090WTB	
2UA7221JG6	HP800G2SFF	6CM7090WD5	
2UA7221T2S	HP800G2SFF	6CM7090WDP	
2UA7221JG7	HP800G2SFF	CN492704J8	L 19541
2UA7221J8G	HP800G2SFF	CNC249QRNG	LA2006x
2UA7221J9K	HP800G2SFF	6CM5310GHK	E201
2UA7221T2J	HP800G2SFF	CN492704WN	L 1945w
2UA7221J8D	HP800G2SFF		
2UA7221T47	HP800G2SFF		
2UA7221J7C	HP800G2SFF		
2UA7221J8F	HP800G2SFF		
2UA7221T3G	HP800G2SFF		
2UA7221T2N	HP800G2SFF		
2UA7221J8C	HP800G2SFF		
2UA7221SLD	HP800G2SFF		
2UA7221J8W	HP800G2SFF		
2UA7221JCG	HP800G2SFF		
2UA7221JB9	HP800G2SFF		
2UA7221J92	HP800G2SFF		
2UA7221J9L	HP800G2SFF		
2UA7221SL8	HP800G2SFF		
2UA7221T3W	HP800G2SFF		
2UA7221J9V	HP800G2SFF		

2ua1110972	HP6005				
2UA111097L	HP6005				
2UA70515M7	HP800G2SFF				
2UA70515LT	HP800G2SFF				
2UA70515MG	HP800G2SFF				
2UA70515MC	HP800G2SFF				
2UA70515MB	HP800G2SFF				
2UA70515MF	HP800G2SFF				
2UA70515MF	HP800G2SFF				
2UA70515MF	HP800G2SFF				
2UA70515MF	HP800G2SFF				
2UA70515MF	HP800G2SFF				
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2UA70515MF	HP800G2SFF				
2UA70515MF	HP800G2SFF				
2UA70515MF	HP800G2SFF				
2UA70515MF	HP800G2SFF				
2UA20126HK	HP6005				
2UA7221J8K	HP800G2SFF				
2UA7221JB4	HP800G2SFF				
2UA7221T3W	HP800G2SFF				
2UA7221J7G	HP800G2SFF				
2UA7221J8Q	HP800G2SFF				
2UA7221T2W	HP800G2SFF				
2UA7221J92	HP800G2SFF				
1/11/23					

2UA7221JDB	HP800G2SFF			
2UA7221J8T	HP800G2SFF			
CNB9714154	HP LaserJet P2055			
CNB9714144	HP LaserJet P2055			
CN9APA50K4	HP Scanjet G3110			
CNB9714148	HP LaserJet P2055			
CNK5150NSS	E221c Mon			
6CM9111H6Y	HP P232 mon			
2UA7221J7B	HP800G2SFF			
2/16/23				
VNB3B67033	Color JET m452DN			
6cm7090vyb	Elit Display E202			
2UA5401JPF	HP800 G1 SFF			
2UA7221J6W	HP800 G2 SFF			
2UA7221JCN	HP800 G2 SFF			
6CM7090X0V	EliteDisplay E202			

SCHOOL YEAR 2023-2024

RESOLUTION (A)

JOINT MUNICIPAL COOPERATIVE BIDDING PROGRAM

WHEREAS, various educational and municipal corporations located within the State of New York desire to bid jointly for generally needed services and standardized supply and equipment items; and

WHEREAS, the West Islip Union Free School District, an educational/municipal corporation (hereinafter the "Participant") is desirous of selectively participating with other educational and/or municipal corporations in the State of New York in joint bidding in the areas mentioned above pursuant to General Municipal Law § 119-o and Education Law Section 1950; and

WHEREAS, the Participant is a municipality within the meaning of General Municipal Law § 119-n and is eligible to participate in the Board of Cooperative Educational Services, First Supervisory District of Suffolk County (hereinafter Eastern Suffolk BOCES) Joint Municipal Cooperative Bidding Program (hereinafter the "Program") in the areas mentioned above; and

WHEREAS, the Participant acknowledges receipt of the Program description inclusive of Eastern Suffolk BOCES' standard bid packet and the general conditions relating to said Program; and

WHEREAS, with respect to all activities conducted by the Program, the Participant wishes to delegate to Eastern Suffolk BOCES the responsibility for drafting of bid specifications, advertising for bids, accepting and opening bids, evaluating bids, awarding via Eastern Suffolk BOCES Board approval, and reporting the results to the Participant.

BE IT RESOLVED that the Participant hereby appoints Eastern Suffolk BOCES to represent it and to act as the lead agent in all matters related to the Program as described above; and

BE IT FURTHER RESOLVED that the Participant hereby authorizes Eastern Suffolk BOCES to place all legal advertisements for any required cooperative bidding in Newsday, which is designated as the official newspaper for the Program; and

BE IT FURTHER RESOLVED that a Participant Meeting shall be held annually consisting of a representative from each Program Participant. Notice of the meeting shall be given to each representative at least five (5) days prior to such meeting; and

BE IT FURTHER RESOLVED that an Advisory Committee will be formed consisting of five to ten representatives of Program Participants for a term of three (3) years as authorized by General Municipal Law §119-o.2.j.

BE IT FURTHER RESOLVED that this Agreement with the Participant shall be for a term of one (1) year as authorized by General Municipal Law §119-o.2.j.

BE IT FURTHER RESOLVED that the Participant agrees to pay Eastern Suffolk BOCES an annual fee as determined annually by Eastern Suffolk BOCES to act as the lead agent for the Program.

Dated Approved:

West Islip Union Free School District
Name of Educational or Municipal Corporation

Signature of Official

Anthony Tussie
Printed Name of Official

President, Board of Education
Title

Elisa Pellati
Contact Person - Name

Assistant Superintendent for Business
Title

e.pellati@wi.k12.ny.us
E-Mail Address

Change Order

Comparable to AIA Document G701 - 2017

PROJECT: New Generator at Manetuck Elementary School	CONTRACT INFORMATION: Contract For: Electrical Date: 6/21/2021	CHANGE ORDER INFORMATION: Change Order No. 1 Date: 2/6/2023
OWNER: West Islip UFSD 100 Sherman Avenue West Islip, NY 11795	ARCHITECT: BBS ARCHITECTS, LANDSCAPE ARCHITECTS, ENGINEERS, P C 244 East Main Street Patchogue NY 11772 187 Wolf Road Suite 205. Albany NY 12205	CONTRACTOR: Roland's Electric, Inc. 307 Suburban Avenue Deer Park, NY 11729

THE CONTRACT IS CHANGED AS FOLLOWS:


1. Owner Request. Credit for balance of remaining Landscaping Allowance. (\$1,421.58)

Total Amount to be (increased) (decreased) (unchanged) by (\$1,421.58)

1. The original Contract Sum was.....	\$199,730.00
2. The net change by the previously authorized Change Orders.....	\$0.00
3. The new Contract Sum prior to this Change Order was.....	\$199,730.00
4. The new Contract Sum will be (increased) (decreased) (unchanged) by this Change Order in the amount of.....	(\$1,421.58)
5. The new Contract Sum, including this Change Order will be.....	\$198,308.42
6. The Contract Time will be (increased) (decreased) (unchanged) by: (0) days.	
7. The new date of Substantial Completion will be.....	

NOT VALID UNTIL SIGNED BY THE ARCHITECT/ ENGINEER, CONTRACTOR, and OWNER

BBS ARCHITECTS, LANDSCAPE ARCHITECTS, ENGINEERS, P.C.


ARCHITECT


SIGNATURE
 Frederick W. Seeba, P.E., LEED AP

PRINT NAME and TITLE
 2/6/2023

DATE

Roland's Electric, Inc.

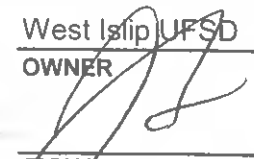
CONTRACTOR


SIGNATURE
 James Bosse, VP

PRINT NAME and TITLE
 2/17/23

DATE

West Islip UFSD

OWNER


SIGNATURE
 James Bosse

PRINT NAME and TITLE
 2/2/23

DATE

BBS Project No.: 20-101
 SED No.: 58 05-09-03-0-003 022
 SED Fiscal Associate: Sigrid Coons

I. RESOLUTIONS

BE IT RESOLVED, that the Board of Education of the West Islip School District acknowledge receipt of the Single Audit Report for the year ended June 30, 2022 from R.S. Abrams & Co., LLP.

Recommend the Board of Education approve the Corrective Action Plan in response to the Single Audit Report dated June 30, 2022, submitted by the Assistant Superintendent for Business.

**WEST ISLIP UNION FREE SCHOOL DISTRICT
SINGLE AUDIT REPORT
FOR THE FISCAL YEAR ENDED
JUNE 30, 2022**

**WEST ISLIP UNION FREE SCHOOL DISTRICT
SINGLE AUDIT REPORT
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INDEPENDENT AUDITOR'S REPORT ON COMPLIANCE FOR EACH MAJOR FEDERAL PROGRAM;
REPORT ON INTERNAL CONTROL OVER COMPLIANCE; AND REPORT ON THE SCHEDULE OF
EXPENDITURES OF FEDERAL AWARDS REQUIRED BY THE UNIFORM GUIDANCE

To the Board of Education
West Islip Union Free School District

Report on Compliance for Each Major Federal Program

Opinion on Each Major Federal Program

We have audited West Islip Union Free School District's (the "District") compliance with the types of compliance requirements described in the OMB *Compliance Supplement* that could have a direct and material effect on each of the District's major federal programs for the fiscal year ended June 30, 2022. The District's major federal programs are identified in the summary of auditor's results section of the accompanying schedule of findings and questioned costs.

In our opinion, the District complied, in all material respects, with the types of compliance requirements referred to above that could have a direct and material effect on each of its major federal programs for the year ended June 30, 2022.

Basis for Opinion on Each Major Federal Program

We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and the audit requirements of Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Our responsibilities under those standards and the Uniform Guidance are further described in the Auditor's Responsibilities for the Audit of Compliance section of our report.

We are required to be independent of the District and to meet our other ethical responsibilities, in accordance with relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our opinion on compliance for each major federal program. Our audit does not provide a legal determination of the District's compliance with the compliance requirements referred to above.

Responsibilities of Management for Compliance

Management is responsible for compliance with the requirements referred to above and for the design, implementation, and maintenance of effective internal control over compliance with the requirements of laws, statutes, regulations, rules, and provisions of contracts or grant agreements applicable to the District's federal programs.

Auditor's Responsibilities for the Audit of Compliance

Our objectives are to obtain reasonable assurance about whether material noncompliance with the compliance requirements referred to above occurred, whether due to fraud or error, and express an opinion on the District's compliance based on our audit. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with generally accepted auditing standards, *Government Auditing Standards*, and the Uniform Guidance will always detect material noncompliance when it exists. The risk of not detecting material noncompliance resulting from fraud is higher than for that resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Noncompliance with the compliance requirements referred to above is considered material if there is a substantial likelihood that, individually or in the aggregate, it would influence the judgment made by a reasonable user of the report on compliance about the District's compliance with the requirements of each major federal program as a whole.

In performing an audit in accordance with generally accepted auditing standards, *Government Auditing Standards*, and the Uniform Guidance, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material noncompliance, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the District's compliance with the compliance requirements referred to above and performing such other procedures as we considered necessary in the circumstances.
- Obtain an understanding of the District's internal control over compliance relevant to the audit in order to design audit procedures that are appropriate in the circumstances and to test and report on internal control over compliance in accordance with the Uniform Guidance, but not for the purpose of expressing an opinion on the effectiveness of the District's internal control over compliance. Accordingly, no such opinion is expressed.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit and any significant deficiencies and material weaknesses in internal control over compliance that we identified during the audit.

Report on Internal Control over Compliance

A deficiency in internal control over compliance exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance requirement of a federal program on a timely basis. *A material weakness in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a federal program will not be prevented, or detected and corrected, on a timely basis. *A significant deficiency in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance with a type of compliance requirement of a federal program that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over compliance was for the limited purpose described in the Auditor's Responsibilities for the Audit of Compliance section above and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies in internal control over compliance. Given these limitations, during our audit we did not identify any deficiencies in internal control

over compliance that we consider to be material weaknesses, as defined above. However, we identified a certain deficiency in internal control over compliance, as described in the accompanying schedule of findings and questioned costs as item 2022-001, that we consider to be a significant deficiency.

The District's response to the internal control over compliance finding identified in our audit is described in the District's corrective action plan. The District's response was not subjected to the auditing procedures applied in the audit of compliance and, accordingly, we express no opinion on the response.

Our audit was not designed for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, no such opinion is expressed.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Accordingly, this report is not suitable for any other purpose.

Report on Schedule of Expenditures of Federal Awards Required by the Uniform Guidance

We have audited the financial statements of the governmental activities, each major fund, and the fiduciary fund of the District as of and for the fiscal year ended June 30, 2022, and the related notes to the financial statements, which collectively comprise the District's basic financial statements. We issued our report thereon dated October 18, 2022, which contained unmodified opinions on those financial statements. Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the basic financial statements. The accompanying schedule of expenditures of federal awards is presented for purposes of additional analysis as required by the Uniform Guidance and is not a required part of the basic financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the basic financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America.

In our opinion, the schedule of expenditures of federal awards is fairly stated in all material respects in relation to the basic financial statements as a whole.

R.S. Abrams & Co., LLP

R.S. Abrams & Co., LLP

Islandia, NY

February 16, 2023

(except for our report on the schedule of expenditures of federal awards, for which the date is October 18, 2022)

**WEST ISLIP UNION FREE SCHOOL DISTRICT
SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
FOR THE FISCAL YEAR ENDED JUNE 30, 2022**

Federal Grantor/Pass-through Grantor Program Title	Assistance Listing Number (ALN)	Agency or Pass-through Number	Program Expenditures	Total Expenditures by ALN
<u>U.S. Department of Education</u>				
<u>Passed-through NYS Education Department:</u>				
Special Education Grants to States (IDEA, Part B)	84.027	0032-21-0926	\$ 6,956	
Special Education Grants to States (IDEA, Part B)	84.027	0032-22-0926	<u>1,232,621</u>	\$ 1,239,577
Special Education Preschool Grants (IDEA Preschool)	84.173	0033-22-0926	<u>\$ 54,795</u>	54,795
Total Special Education Cluster			<u>\$ 1,294,372</u>	
Title I Grants to Local Educational Agencies	84.010	0021-22-3145	<u>\$ 171,988</u>	171,988
Supporting Effective Instruction State Grant	84.367	0147-21-3145	<u>\$ 4,870</u>	
Supporting Effective Instruction State Grant	84.367	0147-22-3145	<u>55,140</u>	60,010
Student Support and Academic Enrichment Grants	84.424	0204-21-3145	<u>\$ 2,400</u>	
Student Support and Academic Enrichment Grants	84.424	0204-22-3145	<u>8,402</u>	10,802
Education Stabilization Fund				
COVID-19-Governor's Emergency Education Relief Fund	84.425C	5896-21-3145	<u>\$ 142,000</u>	142,000
COVID-19-Elementary and Secondary School Emergency Relief Fund	84.425D	5891-21-3145	<u>\$ 1,311,736</u>	1,311,736
COVID-19-American Rescue Plan Elementary and Secondary School Emergency Relief (ARP ESSER)	84.425U	5870-22-9309	<u>\$ 334,336</u>	
COVID-19-American Rescue Plan Elementary and Secondary School Emergency Relief (ARP ESSER)	84.425U	5880-21-3145	<u>476,693</u>	<u>811,029</u>
Total Education Stabilization Fund			<u>\$ 2,264,765</u>	
Total U.S. Department of Education				<u>\$ 3,801,937</u>
<u>U.S. Department of Homeland Security</u>				
<u>Passed-through NYS Division of Homeland Security and Emergency Services:</u>				
Disaster Grants Public Assistance (Presidentially Declared Disasters)	97.036	N/A	<u>\$ 87,202</u>	<u>\$ 87,202</u>
Total U.S. Department of Homeland Security				<u>\$ 87,202</u>
<u>U.S. Department of Agriculture</u>				
<u>Passed-through NYS Education Department:</u>				
School Breakfast Program (Cash Assistance)	10.553	N/A	<u>\$ 60,909</u>	\$ 60,909
National School Lunch Program (Cash Assistance)	10.555	N/A	<u>\$ 1,686,257</u>	
National School Lunch Program (Non-Cash Food Distribution)	10.555	N/A	<u>166,995</u>	1,853,252
Total Child Nutrition Cluster			<u>\$ 1,914,161</u>	
State Pandemic Electronic Benefit Transfer (P-EBT) Administrative Costs Grants	10.649	N/A	<u>\$ 4,207</u>	4,207
Total U.S. Department of Agriculture				<u>\$ 1,918,368</u>
Total Federal Awards Expended				<u>\$ 5,807,507</u>

**WEST ISLIP UNION FREE SCHOOL DISTRICT
NOTES TO THE SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
FOR THE FISCAL YEAR ENDED JUNE 30, 2022**

1. BASIS OF PRESENTATION:

The accompanying schedule of expenditures of federal awards (the "Schedule") includes the federal grant activity of West Islip Union Free School District (the "District") under programs of the federal government for the fiscal year ended June 30, 2022. The information in this Schedule is presented in accordance with the requirements of Title 2 U.S. Code of Federal Regulations Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Because the Schedule presents only a selected portion of the operations of the District, it is not intended to and does not present the financial position, changes in net position or cash flows of the District.

2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES:

Expenditures reported on the Schedule are reported on the modified accrual basis of accounting. Such expenditures are recognized following the cost principles contained in the Uniform Guidance wherein certain types of expenditures are not allowable or are limited as to reimbursement. Negative amounts shown on the Schedule represent adjustments or credits made in the normal course of business to amounts reported as expenditures in prior years. The value of food commodities was calculated using the U.S. Department of Agriculture's Food and Nutrition Service commodity price lists. Federal awards that are included in the Schedule may be received directly from federal agencies, as well as federal awards that are passed through from other government agencies. Pass-through entity identifying numbers are presented where available.

Indirect costs may be included in the reported expenditures, to the extent that they are included in the federal financial reports used as the source for the data presented. Matching costs (the District's share of certain program costs) are not included in the reported expenditures.

3. INDIRECT COST RATE:

The District has elected not to use the 10-percent de minimis indirect cost rate allowed under the Uniform Guidance.

4. SUBRECIPIENTS:

No amounts were provided to subrecipients.

5. OTHER DISCLOSURES:

No insurance is carried specifically to cover equipment purchased with federal funds. Any equipment purchased with federal funds is covered by the District's casualty insurance policies.

There were no loans or loan guarantees outstanding at year end.

**WEST ISLIP UNION FREE SCHOOL DISTRICT
SCHEDULE OF FINDINGS AND QUESTIONED COSTS
FOR THE FISCAL YEAR ENDED JUNE 30, 2022**

PART I SUMMARY OF AUDITOR'S RESULTS

Financial Statements

Type of auditor's opinion(s) issued: *Unmodified*

Internal control over financial reporting:

Material weakness(es) identified? yes no

Significant deficiencies identified that are not
considered to be material weakness(es)? yes none reported

Noncompliance material to financial statements noted? yes no

Federal Awards

Internal control over major programs:

Material weakness(es) identified? yes no

Significant deficiencies identified that are not
considered to be material weakness(es)? yes none reported

Type of auditor's opinion(s) issued on compliance for
major programs: *Unmodified*

Any audit findings disclosed that are required to be reported
in accordance with section 2 CFR 200.516(a)? yes no

Identification of major programs:

<u>Name of federal program</u>	<u>Assistance Listing Number(s)</u>
Education Stabilization Fund	84.425C, 84.425D & 84.425U

Dollar threshold used to distinguish between Type A and Type B
Programs \$750,000

Auditee qualified as low risk? yes no

**WEST ISLIP UNION FREE SCHOOL DISTRICT
SCHEDULE OF FINDINGS AND QUESTIONED COSTS
FOR THE FISCAL YEAR ENDED JUNE 30, 2022**

PART II FINANCIAL STATEMENT FINDINGS

There are no financial statement findings to be reported.

PART III FEDERAL AWARD FINDINGS AND QUESTIONED COSTS

FINDING # 2022-001

**U.S. Department of Education – Passed-through the NYS Education Department
*COVID-19 Elementary and Secondary School Emergency Relief Fund; Assistance Listing Number
84.425D; Grant Period – Fiscal Year Ended June 30, 2022***

Significant Deficiency

Criteria: According to 2 CFR section 200.313(d)(1), detailed property records must be maintained for equipment acquired under a federal grant award. Records should include a description of the property, a serial number or identification number, the source of funding (including the federal award identification number), who holds title, the acquisition date, cost of the property, percentage of federal participation in the project costs for the federal award under which the property was acquired, the location, use and condition of the property, and ultimate disposition data.

Condition: During our audit, we noted the District’s fixed asset records were incomplete for some of the assets acquired with federal grant funding.

Cause: The timing of fixed asset additions to the District’s records did not align with the acquisition date.

Effect: If the District’s fixed asset records are incomplete, they may not be properly safeguarded, and the District may not comply with the aforementioned federal regulations.

Recommendation: We recommend that the District update their fixed asset records to include required information for assets purchased with federal awards and that a system of communication and a review process be implemented to ensure completeness and timing of fixed asset records.

District’s Response: The District’s response is included in their corrective plan.

**WEST ISLIP UNION FREE SCHOOL DISTRICT
SUMMARY SCHEDULE OF PRIOR AUDIT FINDINGS
FOR THE FISCAL YEAR ENDED JUNE 30, 2022**

FINDING # 2021-001:

According to 2 CFR section 200.305(b)(5), when non-federal entities are funded under the reimbursement method, the entity should pay for costs for which reimbursement was requested prior to the date of the reimbursement request. During our prior year audit we noted the monthly claims for reimbursement were not compared to reports from the point of sale (“POS”) system by an individual other than the preparer of the claims report. We recommended the District have an individual other than the preparer of the claims report review the reports from the POS system to verify that the number of meals claimed is based on actual meals served.

STATUS:

Implemented.

**WEST ISLIP UNION FREE SCHOOL DISTRICT
CORRECTIVE ACTION PLAN
FOR THE FISCAL YEAR ENDED JUNE 30, 2022**

The District's corrective action plan is under separate cover.

WI
West Islip Union Free School District
The Michael and Christine Freyer Administration Building
100 Sherman Ave. • West Islip, N.Y. 11795

CORRECTIVE ACTION PLAN
RELATED TO 2021-2022 SINGLE AUDIT REPORT

FINDING # 2022-001

U.S. Department of Education – Passed-through the NYS Education Department

COVID-19 Elementary and Secondary School Emergency Relief Fund; Assistance Listing Number 84.425D;

Grant Period – Fiscal Year Ended June 30, 2022

Significant Deficiency

Criteria: According to 2 CFR section 200.313(d)(1), detailed property records must be maintained for equipment acquired under a federal grant award. Records should include a description of the property, a serial number or identification number, the source of funding (including the federal award identification number), who holds title, the acquisition date, cost of the property, percentage of federal participation in the project costs for the federal award under which the property was acquired, the location, use and condition of the property, and ultimate disposition data.

Condition: During our audit, we noted the District’s fixed asset records were incomplete for some of the assets acquired with federal grant funding.

Cause: The timing of fixed asset additions to the District’s records did not align with the acquisition date.

Effect: If the District’s fixed asset records are incomplete, they may not be properly safeguarded, and the District may not comply with the aforementioned federal regulations.

Recommendation: We recommend that the District update their fixed asset records to include required information for assets purchased with federal awards and that a system of communication and a review process be implemented to ensure completeness and timing of fixed asset records.

District’s Response:

The District is in agreement that certain assets were not added to the fixed asset records in a timely manner. These assets were placed into service at the end of the 2021-22 school year but were not included in the district’s fixed asset inventory system until July 2, 2023. Beginning with February 2023 month-end the account clerk will continue with the procedure of reviewing all asset purchases made for the month, however, now the Treasurer, who handles all grants, will now review the monthly listing to ensure all grant purchases are properly included in the correct month and fiscal year. The Assistant Superintendent for Business will be the second level reviewer each month to ensure the asset addition listing each month is complete and accurate.

AFFORDABLE CARE ACT ADMINISTRATION AGREEMENT

AGREEMENT (the "Agreement") made as of this ___ day of _____, 2023 by Seneca Risk Consulting Group, LLC., a Delaware Limited Liability Company 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 provide services meeting or exceeding the highest standards of the industry to assist the EMPLOYER to comply with U.S. Codes §4980H and §6055 and §6056 of the Patient Protection and Affordable Care Act, Pub. L. No. 111-148 (2010) (PPACA), as amended by the Health Care and Education Reconciliation Act, Pub. L. No. 111-152 (2010) (HCERA) Section 1513(d) of the PPACA, Pub. L. No. 111-148, § 1513(d), and to provide those services delineated in Exhibit A attached hereto, as well as all other duties referenced in this Agreement and attached exhibits or other attachments, and 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 (if applicable)
 - 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.

(4) Payments to ADMINISTRATOR. DISTRICT will pay ADMINISTRATOR \$11,500.00. in addition, DISTRICT will pay ADMINISTRATOR \$.075 + Postage per form to print and mail IRS forms. With respect to the \$11,500.00 fee the first payment of \$3,833.33 is due upon full execution of this Agreement, or July 1st 2023, whichever occurs last. The second payment of \$3,833.33 is due within 30 calendar days of DISTRICT'S receipt of the initial draft of the 1095 forms. The final payment of \$3,833.33 plus printing and mailing fees is due after ADMINISTRATOR'S completion of all services required by this Agreement. ADMINISTRATOR must submit a final invoice (form and substance satisfactory to DISTRICT) to DISTRICT. DISTRICT will make final payment within 30 calendar days of its receipt, review, and approval of invoice. In addition, upon written authorization from the DISTRICT to ADMINISTRATOR, the DISTRICT will pay ADMINISTRATOR \$275 per hour for services associated with the correction or errors contained in the documents provided to ADMINISTRATOR by the DISTRICT (including, but not limited to, incorrect date of hire, missing or incorrect termination of retirement dates, incorrect or missing social security numbers, and incorrect or missing coverage dates in health plan, or any data anomalies that were not addressed prior to the transmission of the 1095 forms). ADMINISTRATOR must submit invoices (form and substances satisfactory to DISTRICT) monthly for these correction services. DISTRICT will make payment within 30 calendar days of its receipt, review, and approval of an invoice.

- a. Compliance with Individual State Reporting Requirements. Should DISTRICT require ADMINISTRATOR to process individual state reporting requirements, ADMINISTRATOR will provide individual state reporting for a flat fee of \$550 per filing.

(5) Term and Termination.

- I. The term of this Agreement will begin on the date of signing this Agreement and continue until the date upon which this Agreement or the Business Associate Agreement attached hereto as Exhibit B is terminated, June 30, 2024, or upon the completion of the services by ADMINISTRATOR pursuant to this Agreement, whichever is earlier.
- II. Upon termination by either party pursuant to Paragraph 5 (1.) of this Agreement prior to ADMINISTRATOR'S completion of the services set forth in this Agreement, ADMINISTRATOR will only be entitled to retain monies paid by DISTRICT for the value of services performed and delivered by ADMINISTRATOR prior to the date of termination.
- III. In the event of termination for any reason, ADMINISTRATOR will return to DISTRICT, within 10 calendar days of the effective date of the termination, all DISTRICT'S property and data that is in the possession of ADMINISTRATOR including, but not limited to, payroll history, employee listing and other compensation information and data on hand, and/or other confidential materials which may have been furnished by DISTRICT and entrusted to ADMINISTRATOR by reason of this Agreement. If information has been provided to ADMINISTRATOR in electronic form, ADMINISTRATOR will commit to DISTRICT that such information will be deleted from ADMINISTRATOR'S electronic storage media. If requested by DISTRICT, ADMINISTRATOR will provide a certificate of destruction.
- IV. In the event of termination for any reason, all reports, and Services due to DISTRICT must be completed by ADMINISTRATOR and delivered to DISTRICT within thirty calendar days of the termination date.
- V. This Agreement may be terminated by DISTRICT "for cause" upon the occurrence of any of the following events:

- a. Immediately upon DISTRICT delivering written notice to ADMINISTRATOR of a breach by ADMINISTRATOR of any of the policies, rules and regulations of DISTRICT relating to the health or safety of students or DISTRICT employees;
- b. Immediately upon ADMINISTRATOR's breach of its obligations to provide the insurance coverage set forth in Paragraph 18;
- c. Immediately upon ADMINISTRATOR's breach of any of ADMINISTRATOR's obligations pursuant to, or violation of, any applicable State or federal law or regulation; or
- d. Fifteen calendar days after ADMINISTRATOR has received written notice from DISTRICT that ADMINISTRATOR has breached any of ADMINISTRATOR's other obligations hereunder unless, within the 15 calendar day period ADMINISTRATOR cures the breach to DISTRICT's satisfaction.

Upon termination of this Agreement "for cause," ADMINISTRATOR is not entitled to any further payments hereunder.

- VI. This Agreement is automatically terminated upon ADMINISTRATOR's filing of a voluntary petition in bankruptcy or making an assignment for the benefit of creditors, or upon other action taken or suffered, voluntarily or involuntarily, pursuant to any federal or state law for the benefit of insolvents, and upon the filing of an involuntary petition in bankruptcy against ADMINISTRATOR which is not dismissed within 60 calendar days of filing. ADMINISTRATOR is not entitled to any further payments hereunder and if the termination occurs prior to ADMINISTRATOR's completion of the services set forth in this Agreement, 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 2024, DISTRICT's final approval of the forms required by close of business February 15th, 2024.
- 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, 2024.
- 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, 2024.

(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. Regarding 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 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 Risk Consulting Group, LLC
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.

(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 RISK CONSULTING GROUP, LLC

By:

By:



Name: Daniel C. Opinante

Title: President

Date: February 21, 2023

Name: _____

Title: _____

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 2024 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 2024);

- 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 2024;
 - Upon receipt of DISTRICT's written approval, electronically filing 1094 C and 1095-C forms with IRS on or before March 31st 2024; 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
DATA REQUIREMENTS NVISION / FINANCE MANAGER

AFTER CHECKS PRINTED – PAYROLL EARNINGS REGISTER

- CODE
- DESCRIPTION
- EMPLOYEE NUMBER
- RATE UNITS
- CHECK DATE
- AMOUNT
- LIMIT
- FTD AMOUNT
- YTD AMOUNT
- REMAINING
- RET SYS

COMPLETE EMPLOYEE PERSONNEL FILE REPORT (ALL EMPLOYEES, ACTIVE, IN-ACTIVE, TERMINATED, RETIRES, ECT)

- EMPLOYEE NUMBER
- SOCIAL SECURITY NUMBER
- EMPLOYEE NAME
- LAST NAME
- FIRST NAME
- ORIGINAL HIRE DATE
- REHIRE DATE
- TERMINATION DATE
- ADDRESS
- ADDRESS 2
- CITY
- STATE
- ZIP
- EMPLOYEE GROUP (NVISION)
- PRIMARY EMPLOYEE POSITION (NVISION)
- PRIMARY EMPLOYEE TYPE (FINANCE MANAGER)

CONTRACT AND RATE REPORT (FISCAL YEAR)

- EMPLOYEE NUMBER
- EMPLOYEE NAME
- EMPLOYEE TYPE
- LEVEL
- STEP
- METHOD
- CHECKS
- BASE CONTRACT
- FTE%
- FTE AMOUNT
- ENTITLE
- PER-PAY
- DAILY
- HOURLY
- START DATE
- END DATE

EXHIBIT C
ACA Compliance Timeline Fiscal Year 2023-2024

September 15th 2023⁸⁹

Data Request to Include:

- After Checks Printed Payroll Register
- Complete Employee Personnel File Report
- Contract and Rate Report

Goal:

- Update Term Dates for employee who termed prior to September 15th
- Update Employee single contribution percentage that may have changed in July

November 15th, 2023

Data Request to Include:

- After Checks Printed Payroll Register
- Complete Employee Personnel File Report
- Contract and Rate Report

Goal:

- Update Term Dates for employee who termed prior to November 15th
- Update Employee single contribution percentage that may have changed

Milestone:

- Complete Measurement Period Report for 11/1/2021 – 10/31/2022
- Start of Administrative Period to identify and offer individuals coverage.

January 5th, 2024

Data Request to Include:

- After Checks Printed Payroll Register
- Complete Employee Personnel File Report
- Contract and Rate Report
- Health Plan Enrollment Report for Calendar year 2023

Goal:

- Update Term Dates for employee who termed prior to December 31st
- Provide Draft 1095C & 1095B for West Islip Union Free School District to review and approve.

February 15th, 2024-

Final Form Approval Due

March 1st 2024⁹⁰-

Forms Distributed to individuals

March 31st, 2024-

IRS AIR Filing Due

⁸⁹ After first payroll of hourly employees in the 2023-2024 fiscal year

⁹⁰ May change per the IRS

RESOLVED, the Board of Education approves the nomination of the following candidates for the Eastern Suffolk Board of Cooperative Education Services (ESBOCES) for a three year term commencing on July 1, 2023 and ending on June 30, 2026.

Susan Lipman (West Islip UFSD)

Anne Mackesey (Sag Harbor UFSD)

William Miller (Longwood CSD)

Catherine Romano (Islip UFSD)

Norman A. Wagner (Central Islip UFSD)