

AGENDA



BOARD OF EDUCATION

April 2, 2020

VIRTUAL MEETING
<https://youtu.be/u8bWZ9mGZhs>

Submitted by:
Bernadette M. Burns
Superintendent of Schools

A G E N D A
REGULAR MEETING OF THE BOARD OF EDUCATION
April 2, 2020

Virtual Meeting

West Islip, New York

I.	CALL TO ORDER		
II.	QUORUM COUNT		
III.	ANNOUNCEMENTS		
IV.	INVITATION TO PUBLIC - <i>The public is invited to speak on any agenda item. Community members will be recognized from the signature cards only. (Name and address required) - This will be limited to 20 minutes in total and will continue only as long as it is conducted in an orderly fashion. Each person or representative of a group will be limited to three minutes.</i> DUE TO THE VIRTUAL NATURE OF THE MEETING, PUBLIC QUESTIONS AND COMMENTS WILL BE ACCEPTED AT WI.OFFICEOFSUPERINTENDENT@WI.K12.NY.US OR BOE@WI.K12.NY.US		
V.	APPROVAL OF MINUTES: A motion is needed to approve the minutes of the March 24, 2020 Regular Meeting.		
VI.	PERSONNEL		
VII.	CURRICULUM UPDATE		
VIII.	REPORT OF BOARD COMMITTEES		
	A)	Finance Committee {3/31/2020}	
	B)	Buildings and Grounds Committee {3/31/2020}	
	C)	Special Education Committee {4/1/2020}	
	D)	Education Committee {4/2/2020}	
IX.	FINANCIAL MATTERS		
	A)	Treasurer's Report	
X.	BUSINESS ITEMS		
	A)	Approval of Budget Transfers	
	B)	Approval of Resolution/Donation	
	1.	Donation of Bridgeport Milling machine from CPI Aerostructures, Inc.	→ WIHS Technology Department \$4,000 value
	C)	Approval of 2019-2020 Health Services Contracts	
	1.	Bay Shore UFSD \$20,197.32	
	2.	Deer Park UFSD \$2,794.50	
	D)	Approval of Request for Proposal	
	1.	#2000 - Cullen & Danowski, LLP	
	E)	Approval of 2020-2021 Bid Extensions	
	1.	#1904	Advantage Music
	2.	#1905	Best Climate Control Corp.
	3.	#1906	Commercial Instrumentation Service
	4.	#1907	Ideal Fence Corp.
	5.	#1807	Riddell All American
	F)	Approval of Affordable Care Act Administration Agreement 2020-2021	
	G)	Approval of Change Order	
	1.	LoDuca Associates, Inc.	→ WIHS \$27,281.45

XI.	PRESIDENT’S REPORT
	A) Compact for Learning Plan
XII.	SUPERINTENDENT’S REPORT
XIII.	NOTICES/REMINDERS
XIV.	OTHER ITEMS FOR BOARD MEMBERS INFORMATION
XV.	INVITATION TO THE PUBLIC - <i>The public, at this time, is cordially invited to bring before the Board any questions/ concerns. Community members will be recognized from the signature cards only. (Name and address required) ~ 20 minute time limit. Each person or representative of a group will be limited to three minutes. DUE TO THE VIRTUAL NATURE OF THE MEETING, PUBLIC QUESTIONS AND COMMENTS WILL BE ACCEPTED AT WI.OFFICEOFSUPERINTENDENT@WI.K12.NY.US OR BOE@WI.K12.NY.US</i>
XVI.	EXECUTIVE SESSION – <i>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 in the District Office Board Room to consider any items for which a vote is required.</i>
XVII.	CLOSING - Adjournment

REGULAR BOARD MEETING OF THE BOARD OF EDUCATION
March 24, 2020 – Virtual Meeting

PRESENT: Mr. Gellar, Mr. Maginniss, Mr. Antonello, Mr. Compitello, Mrs. LaRosa,
Mr. McCann, Mr. Michaluk

ABSENT: None

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

ABSENT: None

ATTORNEY: Mr. Volz

Meeting was called to order at 7:51 p.m. immediately following Budget Workshop.

Mr. Gellar updated the community regarding the Masera property. Mr. Gellar advised that the Board was unable to come to terms with the original developer and is now in negotiations with another developer who had also bid previously. The plan for the property remains to build a fifty-five and over community. Once there is a finalized deal and it is safe to have an open forum, the Board will present the developer to the community. Mr. Gellar also advised that the proposition to sell the property will not appear on the May 2020 ballot.

Mr. Gellar thanked the community for their patience and continued support.

ANNOUNCEMENTS - Census

Mrs. Burns reminded everyone of the importance of participating in the census, which can be completed online.

APPROVAL OF MINUTES

Motion was made by Ron Maginniss, seconded by Annmarie LaRosa, and carried when all Board members present voted in favor to approve the minutes of the February 25, 2020 Community Forum and Planning Session.

PERSONNEL

Motion was made by Ron Maginniss, seconded by Annmarie LaRosa and carried when all Board members present voted in favor to approve TEACHER: RETIREMENT: Anne Bean, Library, effective July 1, 2020 (20 years).

Motion was made by Ron Maginniss, seconded by Annmarie LaRosa and carried when all Board members present voted in favor to approve TEACHER: RETIREMENT: Frances Coiro, Elementary, effective July 1, 2020 (12 years).

Motion was made by Ron Maginniss, seconded by Annmarie LaRosa and carried when all Board members present voted in favor to approve TEACHER: RETIREMENT: Marie DeMarco, Library, effective July 1, 2020 (20 years).

Motion was made by Ron Maginniss, seconded by Annmarie LaRosa and carried when all Board members present voted in favor to approve TEACHER: RETIREMENT: Diane Horton-McGinley, Speech, effective July 1, 2020 (42 years).

Motion was made by Ron Maginniss, seconded by Annmarie LaRosa and carried when all Board members present voted in favor to approve TEACHER: RETIREMENT: Christopher Kaigh, Psychology, effective July 1, 2020 (38 years).

Motion was made by Ron Maginniss, seconded by Annmarie LaRosa and carried when all Board members present voted in favor to approve TEACHER: RETIREMENT: Thomas McGunnigle, Art, effective July 1, 2020 (43 years).

Motion was made by Ron Maginniss, seconded by Annmarie LaRosa and carried when all Board members present voted in favor to approve TEACHER: RETIREMENT: Jeanette Merola, Elementary, effective July 1, 2020 (30 years).

Motion was made by Ron Maginniss, seconded by Annmarie LaRosa and carried when all Board members present voted in favor to approve TEACHER: RETIREMENT: Kathleen Ryan, Special Education, effective July 1, 2020 (39 years).

Motion was made by Ron Maginniss, seconded by Annmarie LaRosa and carried when all Board members present voted in favor to approve TEACHER: RETIREMENT: Robert Weiss, Social Studies, effective July 1, 2020 (17 years).

Motion was made by Ron Maginniss, seconded by Annmarie LaRosa and carried when all Board members present voted in favor to approve CLASSIFIED (CIVIL SERVICE): RESIGNATION: Shannon Concannon, Cafeteria Aide, effective March 25, 2020 (Manetuck).

Motion was made by Ron Maginniss, seconded by Annmarie LaRosa and carried when all Board members present voted in favor to approve CLASSIFIED (CIVIL SERVICE): RESIGNATION: Jayne Leitl-Hug, Senior Office Assistant, effective March 14, 2020 (District Office).

Motion was made by Ron Maginniss, seconded by Annmarie LaRosa and carried when all Board members present voted in favor to approve CLASSIFIED (CIVIL SERVICE): CHANGE IN TITLE: Christine Mott, Building Aide, effective March 25, 2020 (Paul J. Bellew; Step 7; change from Security/Receptionist Paraprofessional).

Motion was made by Ron Maginniss, seconded by Annmarie LaRosa and carried when all Board members present voted in favor to approve CLASSIFIED (CIVIL SERVICE): DISTRICTWIDE SUBSTITUTE NURSE: (\$130.00 per diem): Brianna Hefferman, effective March 25, 2020.

Motion was made by Ron Maginniss, seconded by Annmarie LaRosa and carried when all Board members present voted in favor to approve OTHER: SPRING 2020 HIGH SCHOOL COACHES: GIRLS LACROSSE: Annelise Muscietta, Volunteer J.V. Coach.

Motion was made by Ron Maginniss, seconded by Annmarie LaRosa and carried when all Board members present voted in favor to approve OTHER: INSTRUCTIONAL SWIM AND FAMILY SWIM PROGRAM 2019-2020: LIFEGUARDS (\$13 per hour): Christopher Acosta, Nicholas Aliani, Alexa Boniberger, John Boniberger, Jon Bornmiller, Jarrett Bosch, Kiarra Branigan, Jenny Brodmerkel, Drake Castonguay, Cassidy Cullen, Marisa Calderone, Jonathan Delanoy, Jack Delli-Pizzi, Salvatore DePetro, Alyssa DiPietro, Oliva DiStefano, Christopher Dunne, Logan Figueroa, Collin Ferraro, Kaileigh Gagliardi, Niall Gildea, Madison Horan, Alec Miller, Nicole Mottes, Ciara Padilla, Joseph Rohan, Matthew Scheid, Jennifer Shepard, Jake Siffert, Lauren Silva, Gavin Witzgall, Kevin Wlodkowski.

Motion was made by Ron Maginniss, seconded by Annmarie LaRosa and carried when all Board members present voted in favor to approve OTHER: HOMEBOUND INSTRUCTOR (\$30/hr.): Theresa Viviano Riha, effective March 13, 2020; Samantha Tarsnane, effective March 13, 2020; Lawrence Teller, effective March 13, 2020.

Motion was made by Ron Maginniss, seconded by Annmarie LaRosa and carried when all Board members present voted in favor to approve OTHER: SUBSTITUTE TEACHER (\$115 per diem): Matthew Linardos, effective March 13, 2020; Elizabeth McLachlan, effective March 13, 2020; Theresa Viviano Riha, effective March 13, 2020; Meredith Smith, effective March 13, 2020; Samantha Tarsnane effective March 13, 2020; Lawrence Teller, effective March 13, 2020; Emma-Kait Tunney effective March 13, 2020.

Motion was made by Ron Maginniss, seconded by Annmarie LaRosa and carried when all Board members present voted in favor to approve OTHER: SUBSTITUTE TEACHING ASSISTANT (\$85 per diem): Elizabeth McLachlan, effective March 13, 2020; Samantha Tarsnane, effective March 13, 2020.

Mr. Gellar thanked all retirees and expressed his appreciation for all they have done for the students of West Islip.

CURRICULUM UPDATE

Mrs. Morrison advised that the administrative team, teachers and staff are working diligently to ensure continuity of instruction for K-12 students. As of March 18, all K-12 students were provided with daily learning experiences for their grade level and/or courses for one week. As of March 25, all students will be provided with another six days of daily learning experiences. If schools are still closed on April 2, students will transition to a distance-learning plan.

Mrs. Morrison spoke about the importance of the emotional well-being of students and advised how social workers, school counselors, psychologist and teachers are contacting students and parents by phone, e-mail and Google Hangouts.

The Grades 3-8 New York State ELA, Math, Science, Alternate Assessments for students with disabilities and NYSESLAT exams are canceled for this school year; as are IB exams. IB is currently stating that certificates and diplomas will be awarded based on course performance.

The AP exams are scheduled and will be comprised of course content up until school closures in mid-March. Updates regarding AP and IB courses and exams will be posted on the district website as they become available.

Mrs. Dowling and Ms. Daughtery are collaborating with special education teachers K-12 to ensure that the needs of special education students are addressed as effectively as possible under the current circumstances. The district is exploring virtual options for providing speech and resource room support. Planned annual review meetings will take place virtually.

Mr. McCann commended Mrs. Morrison along with all the teachers and administrators for their quick response and efforts on behalf of the students.

REPORT OF COMMITTEES

Finance Committee: Ron Maginniss reported on the meeting held on 3/10/2020. Items reviewed included the January treasurer's report; January extra-curricular report; February payroll summary; January financial statements; February claims audit report and February system manager audit report. Also reviewed were warrants, payroll certification forms, resolutions, surplus items, special education contracts, change orders, health service contracts, ASK US Lease, and Cullen & Danowski, LLP engagement letter.

Buildings & Grounds Committee: Paul Michaluk reported on the meeting held on 3/10/2020. The ECG Group presented results of their review and analysis of proposals from Johnson Controls and Noresco. Mr. Bosse gave a bond update regarding the high school façade and vestibule and Phase 5 bond projects, which were approved by the SED. Other items discussed were a possible adjustment to state aid reimbursement for re-carpeting of the turf field, a request by the West Islip Soccer Club to place mobile lights at another location, maintenance of the Masera property, the completion of the DEC Willets Creek remediation, and fire code inspections.

Special Education Committee: Tom Compitello reported on the meeting held on 3/11/2020. Items reviewed included special education services and placements.

Health & Wellness Committee: Paul Michaluk reported on the meeting held on 3/10/2020. Items discussed included a review of the financial report; success of the 5th and 6th grade volleyball tournament; a newsletter sent out at the end of February; a date for the 2020 Color Run; 2020 Health and Wellness scholarship

information; another cybersecurity presentation; "Wait till 8th" campaign regarding cell phone use; and the census. The next meeting will take place on Tuesday, 4/14/2020 at 9:30 a.m. in the cafeteria at Paul J. Bellew.

Policy Committee: Mrs. LaRosa reported that a Second Reading took place on the following policies:

- No. 4212 - Table of Organization
- No. 7470 - Student Voter Pre-Registration
- No. 7516 - Health and Wellness

Motion was made by Ron Maginniss, seconded by Annmarie LaRosa, and carried when all Board members present voted in favor to approve policies No. 4212 Table of Organization; No. 7470 Student Voter Pre-Registration; No. 7516 Health and Wellness.

School Board/Student Liaison Committee {Udall}: Tom Compitello reported on the meeting held 2/27/2020. Mr. Compitello spoke with the Udall Road students about the functions of the School Board. The students spoke about the events, including fundraising activities such as a raffle ticket car wash, food drive, giving tree, escape from drugs, ill children, and are considering a dance with Udall/Beach. Mr. Compitello was very impressed by the students and how they put others first.

FINANCIAL MATTERS

The treasurer's report for January was presented. Beginning balance as of 1/1/2020: \$25,316,608.32; ending balance as of 1/31/2020: \$61,287,196.37.

Motion was made by Ron Maginniss, seconded by Annmarie LaRosa, and carried when all Board members present voted in favor to approve 2019-2020 General Fund budget transfers 3811-3827 and 2019-2020 Capital Fund budget transfers 3813-3822.

Motion was made by Ron Maginniss, seconded by Annmarie LaRosa, and carried when all Board members present voted in favor to approve resolution re: Acceptance of Internal Risk Assessment Report from Cullen & Danowski, LLP and related Corrective Action Plan – January 21, 2020.

RESOLUTION

BE IT RESOLVED, that the Board of Education of the West Islip School District acknowledges receipt of the Risk Assessment Update Report dated January 21, 2020 from Cullen & Danowski, LLP.

Recommend the Board of Education approve the Corrective Action Plan in response to the internal auditors' Risk Assessment Update Report dated January 21, 2020, submitted by the Assistant Superintendent for Business.

Motion was made by Ron Maginniss, seconded by Annmarie LaRosa, and carried when all Board members present voted in favor to approve resolution re: Acceptance of Single Audit Report from R.S. Abrams & Co., LLP and related Corrective Action Plan for year ended June 30, 2019.

RESOLUTION

BE IT RESOLVED, that the Board of Education of the West Islip School District acknowledges receipt of the Single Audit Report for the year ended June 30, 2019 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, 2019, submitted by the Assistant Superintendent for Business.

Motion was made by Ron Maginniss, seconded by Annmarie LaRosa, and carried when all Board members present voted in favor to approve 2019-2020 Contracts: Dr. Rebecca Fontanetta, Fontanetta Neuropsychology; Smithtown Central School District.

Motion was made by Ron Maginniss, seconded by Annmarie LaRosa, and carried when all Board members present voted in favor to approve surplus – miscellaneous IT/AV Equipment.

Motion was made by Ron Maginniss, seconded by Annmarie LaRosa, and carried when all Board members present voted in favor to approve 2019-2020 Health Services Contracts: Smithtown CSD ~ \$3,070.95; Syosset CSD ~ \$5,091.20.

Motion was made by Ron Maginniss, seconded by Annmarie LaRosa, and carried when all Board members present voted in favor to approve the following Change Orders: Eldor/Manetuck - (\$750.00); Eldor/Beach - (\$1,500.00); Eldor/Udall - (\$1,500.00); Eldor/WIHS (\$1,250.00).

Motion was made by Ron Maginniss, seconded by Annmarie LaRosa, and carried when all Board members present voted in favor to approve 2019-2020 Engagement letter from Cullen & Danowski, LLP – Agreed-Upon Procedures ~ Purchasing.

PRESIDENT'S REPORT

Motion was made by Ron Maginniss, seconded by Annmarie LaRosa, and carried when all Board members present voted in favor to approve ASK US Lease Agreement.

Motion was made by Ron Maginniss, seconded by Annmarie LaRosa, and carried when all Board members present voted in favor to approve resolution re: withdrawal of due process complaint.

RESOLUTION

BE IT RESOLVED, that the Board of Education of the West Islip Union Free School District hereby ratifies the withdrawal without prejudice of the due process complaint dated February 25, 2020 concerning ID#106143, effective February 27, 2020.

Motion was made by Ron Maginniss, seconded by Annmarie LaRosa, and carried when all Board members present voted in favor to approve Notice of Public Hearing, Budget Vote, and Election of the West Islip UFSD dated March 19, 2020, including the propositions, terms, dates and provisions set forth therein, and directs the District Clerk to publish the Legal Notice in accordance with Education Law Section 2004

Motion was made by Ron Maginniss, seconded by Annmarie LaRosa, and carried when all Board members present voted in favor to approve resolution for West Islip Union Free School District to authorize the Superintendent of Schools to execute an agreement between the District and SCOPE Educations Services pursuant to the Governor of New York's Executive Order 202.4.

Mrs. LaRosa asked how residents would be notified. Mrs. Burns advised that information would be posted on the district website. Mr. Volz also explained that this Executive Order was initiated primarily for the children of first responders and medical personnel.

SUPERINTENDENT'S REPORT:

Mrs. Burns advised that there will be a virtual meeting this week between Superintendents and the Commissioner regarding myriad topics related to school closures. The district will continue to post updates on the district website.

Mrs. Burns encouraged everyone to enjoy the good weather but to observe recommended safe hygiene practices, including six feet distance. Playgrounds and basketball courts are closed.

Mrs. Burns congratulated all the retirees who combined have 250 years of service to the district, and wished them good health and a happy retirement.

Mr. Gellar thanked everyone and wished a speedy recovery to all members of the community that have contracted COVID-19.

Motion was made by Ron Maginniss, seconded by Annmarie LaRosa and carried when all Board members present voted in favor to adjourn to Executive Session at 8:31p.m. for the purpose of discussing personnel, negotiations, and/or litigation.

Meeting reconvened at 9:03 p.m. on motion by Ron Maginniss, seconded by Annmarie LaRosa and carried when all Board members present voted in favor.

Motion was made by Ron Maginniss, seconded by Annmarie LaRosa and carried when all Board members present voted in favor to approve resolutions relating to contractual obligations as discussed in Executive Session.

Meeting adjourned at 9:04 p.m. on motion by Ron Maginniss, seconded by Annmarie LaRosa and carried when all Board members present voted in favor.

Respectfully submitted by,



Mary Hock
District Clerk

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

DONATIONS:

WHEREAS, the West Islip Union Free School District is in receipt of a Bridgeport Manual Milling Machine valued at \$4,000.00 from CPI Aerostructures, Inc., which has been donated to the West Islip High School for use in Engineering Technology Department.

WEST ISLIP UFSD

FORM TO REQUEST BOARD OF EDUCATION ACCEPTANCE OF GIFT OR DONATION

DONOR NAME: CPI Aerostructures Inc.

DONOR ADDRESS: 91 Heartland Blvd, Edgewood, NY 11717

DONATION: [] Cash or Check [x] Goods [] Service

Please provide a listing of the item(s) to be donated and the related value.

Used Equipment - Bridgeport Manual Milling Machine

Estimated value \$4000.00

Select the fund and provide the budget code(s) of where the donation should be recorded.

[] General Fund [] Extracurricular Fund [] Trust & Agency Budget Code

Anticipated Date of Delivery to the School April 3rd, 2020

Any related installation costs? [] Yes [x] No Estimated Annual Cost

If "Yes" please attach approval from Assistant Superintendent for Business.

Any expected maintenance costs? [] Yes [x] No Estimated Annual Cost

Purpose of the donation? Machine for Room 164 at the HS.

Which building/department will benefit from the donation? HS, Engineering Technology

Principal's/Administrator's Signature & Date [Signature] 3/10/2020

To be completed by the Business Office:

Board of Education Approval Date

Budget Adjustment Recorded

This form is to be filed with the Superintendent by the first of the month, at which time the Board of Education, at the next regular meeting, will act upon the donation. No item may be accepted as a donation or gift, nor may any item be installed on school premises, prior to the BOE accepting the gift or donation.

Those considering making gifts to the District should note that the District can assume no responsibility for the accuracy of estimated values assigned to the donated item(s). Donors should also note that while the District will attempt to comply with any stated preferences of the donor(s) relative to the use of the item(s) by a particular program/grade/school, etc., it must nevertheless reserve the right to reassign and/or reallocate such gifts as it deems appropriate so as to best serve the interests of the District.



CPI Aerostructures Inc.
91 Heartland Blvd
Edgewood, NY 11717

Members of the Board of Education,

CPI Aerostructures Inc. would like to donate a used Bridgeport Milling machine from our manufacturing facility to the Engineering Technology department at West Islip High School. This machine will complement the new manufacturing lab you recently created for the engineering classes and the robotics team.

Approximate resale value \$4,000

Sincerely,

Robert Isoldi



Manager of Manufacturing Operations

91 Heartland Blvd
Edgewood, NY 11717
631-586-5200 x334
risoldi@cpiaero.com

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

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

**Invoice: HS19/20
Date: 02/28/20**

**2019/20 Health Services for 22 West Islip student(s) attending
non-public schools in Bay Shore @ \$918.06 per student =**

\$20,197.32

*Please make checks payable to: Bay Shore UFSD
Original*

HEALTH AND WELFARE SERVICE AGREEMENT

THIS AGREEMENT is made this 20th day of November, 2019 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 20th day of November, 2019 for the period of July 1, 2019 through June 30, 2020, and terminate on June 30, 2020, 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 \$918.06 per student for the period July 2019 through June 2020.
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: *Susan Gargan*
 BAY SHORE UFSD
 Printed Name: *Susan Gargan*
 Title: *Board of Education President*
 Date: *11/20/19*

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

APPROVAL OF SUPERINTENDENT

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

By: *Joseph C. Bond*
 BAY SHORE UFSD
 Printed Name: *Joseph C. Bond*
 Date: *11/20/19*

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

INVOICE

49952

Invoice Date 03/04/2020
Customer No. 390

Customer / Bill To: West Islip UFSD Corner of Beach Street & Sherman Avenue West Islip, NY 11795

Remit To: Deer Park Union Free School District 1881 Deer Park Avenue Deer Park, New York 11729 ATTN: Business Office

Phone	Fax	E-Mail Address	Terms	Invoice Amount
			Due Upon Receipt	2,794.50

Items / Services	Cost Basis	Quantity	Unit Price	Amount
Health Services	Yr.	3.00	931.500	2,794.50

TOTAL: 2,794.50

West Islip UFSD
Corner of Beach Street
& Sherman Avenue
West Islip, NY 11795

Invoice No. 49952
Invoice Date 03/04/2020
Customer No. 390
Total Due: \$2,794.50

Payment Terms: Due Upon Receipt

Mail Payments To:

Deer Park Union Free School District
1881 Deer Park Avenue
Deer Park, New York 11729
ATTN: Business Office

Amount Enclosed:

**DEER PARK UNION FREE SCHOOL DISTRICT
DEER PARK, NY 11729**

CONTRACT FOR HEALTH SERVICES

THIS AGREEMENT made in duplicate this 13th day of February 2020 by and between the Board of Education of ~~West Islip UFSD~~ party of the first part, and the Board of Education, Deer Park UFSD, County of Suffolk, NY, party of the second part.

WITNESSETH, that whereas party of the first part has been duly empowered by the provisions of Section 912 of the Education Law to enter into a contract for the purpose of providing Health Services for children residing in said school district and attending nonpublic school (SS. Cyril & Methodius School) in Deer Park UFSD, County of Suffolk, New York and to begin on September 1, 2019 and to end on June 30, 2020.

NOW THEREFORE, the said party of the first part hereby agrees to pay to the party of the second part the sum of \$931.50 per pupil for Health Services to be provided to students residing in said and West Islip UFSD attending nonpublic schools in said Deer Park UFSD, County of Suffolk, New York.

And the party of the second part hereby agrees with the party of the first part as follows:

- 1. That the health and welfare services provided under Section 912 shall consist of the following: Nurse Services, Physician Services, School Speech Services, School Psychological Services and School Social Work Services.**

Such services may include, but are not limited to, all services performed by a physician, nurse, school psychologist, school social worker or a school speech services and may also include vision and hearing tests, the taking of medical histories and the administration of emergency care programs for ill or injured pupils.

- 2. The part of the second party will also furnish equipment to be used in providing such services if requested by the authorities in charge of the nonpublic school, which include:**

Supplies and equipment for use by physicians, school nurse, psychologist, social worker and speech (i.e. health record forms, first aid supplies and all other readily transportable equipment and supplies pertaining to delivery of services).

It is mutually agreed that this contract shall not become valid and binding upon either party thereto until the same shall be approved by the Superintendent of Schools.

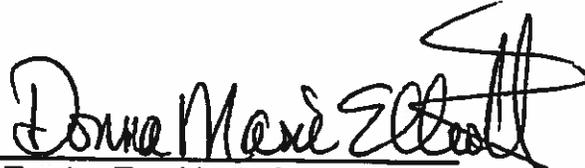
In Witness Whereof, the parties have hereunto set their hands the day and year above written.

*Trustee/President of
Board of Education*

PARTY OF THE FIRST PART

*Trustee or Clerk of
Board of Education*

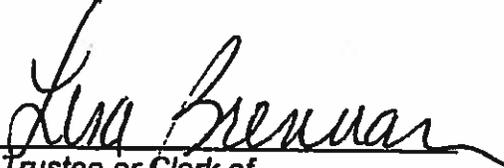
Post Office Address



*Trustee/President of
Board of Education*

PARTY OF THE SECOND PART

**Deer Park Union Free School District
1881 Deer Park Avenue
Deer Park, NY 11729**



*Trustee or Clerk of
Board of Education*



APPROVAL OF SUPERINTENDENT

INTEROFFICE MEMORANDUM

TO: BERNADETTE BURNS
SUPERINTENDENT OF SCHOOLS

FROM: ROBERT NOCELLA
PURCHASING AGENT

SUBJECT: INTERNAL INDEPENDENT AUDITING FIRM SERVICES

DATE: 3/18/2020

CC: E. PELLATI

A request for proposal for Internal Independent Auditing Firm Services for the West Islip School District was advertised in Newsday and the Islip Bulletin on Thursday, February 20, 2020. This request for proposal was also advertised on the West Islip website.

A total of two (2) requests for proposals were mailed to prospective proposers. A total of two (2) were returned. The two (2) proposals were opened on March 5, 2020.

RECOMMENDATION:

Based on the proposal best meeting the needs of the West Islip UFSD that the contract for Internal Independent Auditing Firm Services is awarded to:

Cullen & Danowski, LLP

Please see the attached spreadsheet for detail with regard to this RFP. Please contact me with any questions.

**West Islip UFSD
Internal Audit Services
RFP # 2000 - 3/5/20**

<u>Audit Fees & Service for Year Ending</u>	<u>Cull & Dan Risk Assessment</u>	<u>Cull & Dan Agreed Procedures*</u>	<u>Cullen & Danowski Total</u>	<u>CBIZ Total**</u>
2021	\$ 10,000.00	\$ 15,000.00	\$ 25,000.00	\$ 261,000.00
2022	\$ 10,000.00	\$ 15,000.00	\$ 25,000.00	\$ 253,750.00
2023	\$ 10,000.00	\$ 15,000.00	\$ 25,000.00	\$ 262,500.00
2024	\$ 10,000.00	\$ 15,000.00	\$ 25,000.00	\$ 262,500.00
2025	\$ 10,000.00	\$ 15,000.00	\$ 25,000.00	\$ 271,250.00

**The scope of the annual agreed-upon procedures is dependent on the scope of the work performed. Most Clients spend between \$10,000 and \$25,000 per year for these services. In most circumstances, a district can have a thorough, robust agreed-upon procedures testing cycle for \$12,000 to \$15,000 per year*

***Estimated Fees are based on total number of estimated hours needed to perform the following on an annual basis: Risk Assess, Audit Execution, Reporting/Follow-up, and Management Reporting
The estimated number of hours needed for the year endings are as follows:*

6/30/2021	1,800
6/30/2022	1,750
6/30/2023	1,750
6/30/2024	1,750
6/30/2025	1,750

<u>Billing Rates Standard Hourly Rate</u>	<u>Cullen & Danowski</u>	<u>CBIZ* Year</u>	<u>CBIZ* Fee/Rate Hour</u>
Partner	\$ 220.00	2021	\$ 145.00
Manager	\$ 175.00	2022	\$ 145.00
Senior Auditor	\$ 145.00	2023	\$ 150.00
Staff Auditor	\$ 125.00	2024	\$ 150.00
		2025	\$ 155.00

**CBIZ charges a flat fee per hour and states if they require fewer hours to perform the annual audit plan, they will only bill for hours utilized.*

WEST ISLIP – BID EXTENSIONS – JULY 1, 2020 – JUNE 30, 2021

Vendor - Riddell All American

Bid # - 1807

Bid Title – *Athletic Equipment Reconditioning*

2019-20 Deal– Reference Bid Contract Renewal Letter 3/20

**2020-21 Deal - Cost of the Reconditioning of all Equipment to remain the same for all categories.
Reference Bid Contract Renewal Letter 3/20**

AFFORDABLE CARE ACT ADMINISTRATION AGREEMENT

AGREEMENT (the "Agreement") made as of this ____ day of _____, 2020 by Seneca Consulting Group, Inc., a New York corporation having an office located at 960 Wheeler Road #5367 Hauppauge NY 11788 (hereinafter referred to as "ADMINISTRATOR") and West Islip Union Free School District, having its administrative offices at 100 Sherman Avenue West Islip NY 11795, (hereinafter referred to as "DISTRICT").

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

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

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

(1) Appointment as ADMINISTRATOR. DISTRICT hereby engages and appoints ADMINISTRATOR to provide employee benefit consulting services and to act as DISTRICT's authorized agent (an authorized agent is a person or firm that, with the payor's authorization, transmits specific information and/or Affordable Care Act ("ACA") return documents to the Internal Revenue Service ("IRS") on behalf of the payor and may match name/TIN combinations). ADMINISTRATOR agrees to provide DISTRICT with the services set forth in Exhibit A.

(2) ADMINISTRATOR'S Duties. ADMINISTRATOR agrees:

- I. It will use its best efforts to support the objectives of DISTRICT on behalf of DISTRICT;
- II. It has no authorization whatsoever from DISTRICT to alter, modify or change any of the terms, rates and/or conditions contained in any of DISTRICT's documents, proposals or contracts, nor does it have authorization to change, alter or discharge participation in DISTRICT's benefit programs, and/or to incur any indebtedness on behalf of DISTRICT; and,
- 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. 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. Will provide to DISTRICT Measurement Period Reports at least twice per fiscal year, not to exceed four (4) times per fiscal year.
- VI. Will provide DRAFT IRS Form 1095C and 1095B for individuals required to receive one based on §6056 and §6055, and per the District adoption of the IRS Safe Harbors per IRS Notices 2012-58, 2012-17, 2011-36, 2011-73. "Measurement Period Report"
- VII. ADMINISTRATOR will produce a least one (1) but not to exceed four (4) Revisions to DRAFT IRS Form 1095C and 1095B
- VIII. Once District has provided written approval for the DRAFT IRS Form 1095C and 1095B, ADMINISTRATOR will provide final forms for the DISTRICT to produce, or if DISTRICT prefers that the ADMINISTRATOR distribute the final approved forms, the associated fees will be based on paragraph 4 of this agreement
- IX. ADMINISTRATOR will prepare Draft IRS Forms 1094C and 1094B
- X. Once District has provided written approval for the IRS Forms 1094C and 1094B, ADMINISTRATOR will efile forms IRS Forms 1094C, 1094B all forms 1095C and 1095B through the IRS Affordable Care Act Information Returns Program (AIR) using ADMINISTRATOR's AIR Transmitter Control Code (TCC)

(3) DISTRICT'S Duties. DISTRICT agrees:

- I. To provide to ADMINISTRATOR current data, reports, work history, contribution rates, plan documents related charges and the terms and conditions of DISTRICT's agreements with group health plans offered to its employees and providers of benefit services as requested and needed by ADMINISTRATOR to

- perform its services, and to respond in a timely manner to requests for information submitted by the ADMINISTRATOR;
- II. It will not circumvent, or attempt to circumvent, ADMINISTRATOR in ADMINISTRATOR's relationship with ADMINISTRATOR's own clients, other third party administrators, underwriters, vendors, insurance carriers and like organizations, regardless of whether or not ADMINISTRATOR has a written contract with such third party administrators, underwriters, vendors or insurance carriers.
 - III. To provide and maintain an accurate list of individuals who are eligible to receive Form 1095C or 1095C (Employee List) to include the following fields:
 - a. Employee Number
 - b. Social Security Number
 - c. Last Name
 - d. First Name
 - e. Original Date of Hire
 - f. Termination or Retirement Date
 - g. Rehire Date
 - h. Current Address (Street, City, State & Zip Code)
 - i. Employee Group (As listed in payroll system)
 - j. Employee Primary Position (As listed in payroll system)
 - IV. Provide and maintain an accurate report of employee contribution requirements towards single coverage as required under §6056
 - V. Provide and maintain an accurate report of employee groups and positions offered Minimum Essential Health Care coverage as required under §6056
 - VI. Provide and maintain an accurate report of employee groups and positions that are considered "Variable Hour" employees as defined in IRS Safe Harbors per IRS Notices 2012-58, 2012-17, 2011-36, 2011-73
 - VII. Provide and maintain an accurate report of employee groups and positions that are considered "Non-Variable Hour" employees as defined in IRS Safe Harbors per IRS Notices 2012-58, 2012-17, 2011-36, 2011-73
 - VIII. Provide and maintain an accurate report of all individuals covered under its self-insured health plan (NYSHIP ACA Enrollment Infor Report) to include the following fields:
 - a. Social Security Number as required under §6055
 - b. Last Name
 - c. First Name
 - d. Month of Coverage as required under §6055
 - e. Current Address (Street, City, State & Zip Code)
 - f. Employee Group (Retiree, Active, Other)
 - g. Medicare Primary Indicator
 - IX. Errors: Review of Data. All Services provided hereunder will be based upon information provided to ADMINISTRATOR by DISTRICT. DISTRICT will promptly review all documents and reports produced by ADMINISTRATOR and provided or made available to DISTRICT by ADMINISTRATOR and District will promptly notify ADMINISTRATOR of any error or omission or discrepancy with DISTRICT's records and will provide corrected data DISTRICT agrees and acknowledges that it must review and approve the District Measurement Period Report, prior to ADMINISTRATOR producing any Draft or Final IRS Forms
 - 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 \$10,500.00. The first payment of \$3,500.00 is due upon full execution of this Agreement. The second payment of \$3,500.00 is due after

ADMINISTRATOR's completion of the initial draft of 1095 forms. The final payment of \$3,500.00 is due after the submissions of the 1095 forms to the IRS.

- a. Printing and Mailing of IRS forms will be billed at \$1.30 per form plus any First Class Postage increase that may occur prior to mailing of the IRS Forms. ADMINISTRATOR must submit a final invoice (in a form and substance that satisfactory to DISTRICT) to DISTRICT. DISTRICT will make final payment within 30 calendar days of its receipt, review and approval of invoice.
- b. Any services provided by ADMINISTRATOR not included in the scope of this Agreement, including but not limited to training of DISTRICT's staff, custom reporting, is subject to a separate written agreement between the parties. Services not included in the scope of this Agreement will not be performed without DISTRICT's written authorization.
- c. Correction of errors contained in DISTRICT's data, to include but not limited to Incorrect Date of Hire, Missing or Incorrect termination or retirement dates, Incorrect or missing Social Security Numbers, Incorrect or missing coverage dates in health plan will be performed after DISTRICT's written authorization, at a rate of \$275.00 per hour.

(5) Term and Termination.

- I. The term of this Agreement will be through the end of the DISTRICT's 2020-2021 School Year (June 30th 2021), or upon the completion of the services by ADMINISTRATOR pursuant to this Agreement, whichever is earlier. The Parties may renew this Agreement for successive one (1) year periods, pursuant to separate written agreements. ADMINISTRATOR acknowledges that DISTRICT is under no obligation to renew this Agreement upon its expiration. DISTRICT may terminate this Agreement without cause at any time, upon 30 calendar days' written notice to ADMINISTRATOR. ADMINISTRATOR may terminate this Agreement upon 30 calendar days' written notice to DISTRICT.
- II. Upon termination by either party pursuant to Paragraph 5 (I.) 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 actually 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 17;
 - 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: In order 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 January 31, 2021, DISTRICT's final approval of the forms required by close of business January 15th, 2021
- b) The required date for E-filing is March 31, 2020. DISTRICT's approval of the final data must be given to us no later than March 15, 2021
- 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 2021

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

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

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

(12) Entire Agreement. This Agreement contains the entire agreement between the parties with respect to the subject matter thereof and supersedes any and 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. In the event that 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 of 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, with the exception of workers' compensation, N.Y. State disability and professional liability. Each policy naming DISTRICT as an additional insured must:

- o Be an insurance policy from an A.M. Best rated "secure" or better insurer, licensed in New York State.
- o 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 rests 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 any and 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 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 District from time to time either orally or in writing, provided, however, that 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 Consulting Group
960 Wheeler Road
Suite 5367
Hauppauge, New York 11780

To DISTRICT:

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

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

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

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

(27) Iran Divestment Act of 2012. By signing this Agreement, each person and each person signing on behalf of any other party certifies, and in the case of a joint bid or partnership each party thereto certifies as to its/his/her own organization, under penalty of perjury, that to the best of its/his/her knowledge and belief that each person is not on the list created pursuant New York State Finance Law § 165-a(3)(b).

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

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

West Islip Union Free School District

SENECA CONSULTING GROUP, INC

By:

By:


Name: Daniel C. Opinante
Title: President

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 January 15th 2021 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 January 15th 2021);
 - Upon receipt of DISTRICT's written approval, furnishing all full-time employees with a copy of IRS Form 1095-C on or before January 31st 2021;
 - Upon receipt of DISTRICT's written approval, electronically filing 1094-C and 1095-C forms with IRS on or before March 31st 2021; 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 DISTRICK:
 - 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 DISTRICK'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 DISTRICK employees' income;
- Providing written assurances that current DISTRICK health insurance offerings meet the ACA standards for "minimum essential coverage";
- Analyzing and advising DISTRICK 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 DISTRICK with a clear understanding of the New York State Health Insurance Exchange and its implications for DISTRICK and DISTRICK employees, if any;
- Ensuring that new and existing employees of DISTRICK are treated correctly and consistently with respect to ACA requirements;
- Developing strategies for timely enrolling in a DISTRICK 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 DISTRICK 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 DISTRICK with a reference manual (a "Compliance Report") that documents all of the advice, analysis, calculations, recommendations, procedures and protocol that relate to this Agreement.

EXHIBIT B
BUSINESS ASSOCIATE AGREEMENT

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

WITNESSETH

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

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

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

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

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

I Definitions.

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

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

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

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

171. Permitted Uses and Disclosures by Consultant.

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

172. Obligations of District. District shall:

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

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

5. Permissible Requests by District

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

6. Term and Termination

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

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

(c) Effect of Termination.

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

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

7. Indemnification

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

8. Audit

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

9. Miscellaneous

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

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

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

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

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

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

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

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

West Islip Union Free School District

SENECA CONSULTING GROUP, INC

By:



By:

Name: _____
Title: _____

Name: Daniel C. Opinante
Title: President

CHANGE ORDER

AIA DOCUMENT G701

OWNER
 ARCHITECT
 CONTRACTOR
 FIELD
 OTHER

SED No. 58-05-09-03-0-008-036

Project Manager, Josh Staples

PROJECT: West Islip UFSD
 (name, address) Music Suite Renovations at
 West Islip High School

CHANGE ORDER NUMBER: 1

DATE: February 11, 2020

TO CONTRACTOR: LoDuca Associates, Inc.
 (name, address) 113 Division Avenue
 Blue Point, NY 11715

ARCHITECT'S PROJECT NO.: 18-348

CONTRACT DATE: August 16, 2019

CONTRACT FOR: General Const (GC-2)

The Contract is changed as follows:

1. Owner Request. Modify interior wall construction to include additional layers of drywall at Offices/Practice Rooms 100, 103 and 108 (PCO #10). Add \$6,166.30
2. Discovered Condition. Close up a found door condition in Room 108 with new framing and drywall; close up a wall condition at a former sink location in Storage 102; repair existing walls in Room 108 whose conditions were found to be unacceptable upon demolition (PCO #10). Add \$5,146.25
3. Discovered Condition. Remove unsupported, existing 4" CMU wall in Room 107 found to be unstable during demolition and re-build as 6" steel stud wall; remove unsupported, existing 4" CMU wall in Room 104 found to be unstable during demolition and re-build as 6" steel stud wall; re-frame the opening for Door #06 due to the unstable wall re-construction (PCO #11). Add \$10,143.00
4. Discovered Condition. Add 14" steel plate to the top of the steel beam due to existing beam misalignment found during demolition (PCO #09). Add \$2,277.00
5. Owner Request. Frame steel stud soffit along the beam above the choral risers in the new Choral Room, including drywall and paint (PCO #09). Add \$3,548.90

Total Additional Cost \$27,281.45

Not valid until signed by the Owner, Architect and Contractor.

The original (Contract Sum) (~~Guaranteed Maximum Price~~) was \$ 884,330.00
 Net change by previously authorized Change Orders \$ 0.00
 The (Contract Sum) (~~Guaranteed Maximum Price~~) prior to this Change Order was \$ 884,330.00
 The (Contract Sum) (~~Guaranteed Maximum Price~~) will (increased) (decreased) ~~(unchanged)~~ by this Change Order in the amount of \$ 27,281.45
 The new (Contract Sum) (~~Guaranteed Maximum~~) including this Change Order will be \$ 911,611.45
 The Contract Time will be ~~increased; decreased;~~ unchanged, by zero (0) days.
 The date of Substantial Completion as of the date of this Change Order therefore is unchanged.

NOTE: This summary does not reflect changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive.

BBS ARCHITECTS, LANDSCAPE ARCHITECTS & ENGINEERS, PC
 ARCHITECT (631) 475-0349

244 E. Main Street
 Address

Patchogue, NY 11772

By 
 Lawrence Salvesen, AIA LEED AP

Date 2-18-20

LoDuca Associates, Inc.
 CONTRACTOR (631) 366-3006

113 Division Avenue
 Address

Blue Point, NY 11715

By 

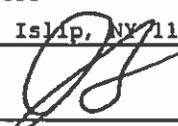
Date 2-24-20

West Islip Union Free School
 District

OWNER (631) 893-3200

100 Sherman Avenue
 Address

West Islip, NY 11795

By 

Date 3/26/20

**WEST ISLIP PUBLIC SCHOOLS
COMPACT FOR LEARNING – DISTRICT PLAN**

GENERAL

Consistent with the New York State Commissioner's Regulation 100.11 and with the philosophy of the West Islip Union Free School District, educational practices are greatly enhanced by the inclusion of all constituent stakeholders in the educational process. The District Compact Team encourages the active participation of all constituent groups for the effective and successful operation of all aspects of West Islip educational programs and services.

MISSION STATEMENT

The West Islip Community is committed to excellence in education through the establishment of an academic, vocational, and social environment in which all children can learn and succeed. Our students will be provided the opportunity to develop their self-esteem and a respect for others while acquiring the knowledge, skills and attitudes to become responsible citizens in a rapidly changing world. Our goal is to have students think in global terms and develop cultural sensitivity and international orientation. We seek to instill in our students the ability to share their commonalities, celebrate their differences, and appreciate that learning is a lifelong process.

BELIEF STATEMENT

We, the West Islip School District, believe that an excellent educational program requires:

- a strong partnership among parents, students, staff and community
- a safe, nurturing and healthful environment in which to teach and learn
- an open forum for discussion where all stakeholders can freely express his/her opinion
- individuals who respect diversity
- skills that develop responsible, productive members of society
- responsible, ethical behavior that engenders trust
- that we promote innovation while constantly evaluating the success of those innovations
- individuals who think critically and creatively

**SCOPE AND RESPONSIBILITY: BUILDING TEAMS/DISTRICT COMPACT TEAM –
EDUCATION ISSUES SUBJECT TO SHARED DECISION MAKING**

Each Building Team will prepare an annual report. Each team is encouraged to disseminate information and updates. Team meetings are open to anyone as observers.

The District Compact Team shall continue to function pursuant to the provisions of this plan. Each year by June 15, each constituent group shall submit names of District Compact Team members to the Superintendent for submission to the Board of Education for appointment at the Annual Organizational Meeting.

The District Compact Team shall review the district plan every two years. The District Compact Team shall solicit recommendations from the Building Teams prior to its bi-annual review. The District Compact Team shall reconvene four months prior to the two-year anniversary of the board's adoption of the plan in order to review, evaluate and revise the district plan as needed. Each Building Team must report and make recommendations within this timeframe.

The District Compact Team on the Compact for Learning has prepared the following list to provide direction and guidance to the Building Teams. These items should in no way be construed as all-inclusive but are simply provided as a guide relative to the scope and nature of the types of items that may be reviewed. No Building Team may take action contrary to law, Board policy or contractual agreements.

It is not required that the Building Team review each item on the list. Some teams may choose to review other areas as well, as long as the foregoing stipulations are met. The issues discussed by the Teams must relate to improved student learning and be linked to the District's standards of excellence for all students. Each Building Team will deal with specific issues as they relate to the school's mission, vision, or goals. Each issue will be discussed in light of existing data, historical perspective, and educational research. The Teams will discuss issues as indicated below:

- Student Performance {General not specific}
- Curriculum
- Instruction
- Assessment
- Student Conduct/Behavior
- Parent Involvement
- Extracurricular and Co-Curricular Activities
- Budget Preparation and Allocation
- Public Relations/Community Relations
- Staffing
- Student Enrichment
- Field Trips
- Program Enrichment
- Class Size
- Employee Working Conditions
- Education Policies & Mission Statement of Board of Education
- Student Recognition
- Agenda/Meeting Times
- Homework Policy
- Articulation/Communication of school issues with stakeholders
- Orientation
- Calendar
- Dress Code
- Extra Help Programs
- Open House
- Parent Conferences
- Allocation of Donated Funds
- Staff Development/Superintendent's Conference Day
- Collaboration with Community Organizations
- Parenting Workshops
- Implementation of SAVE Legislation

COMPOSITION OF SITE BASED TEAMS AND THE MANNER AND EXTENT OF EXPECTED INVOLVEMENT OF ALL PARTIES

The composition of Building Teams shall include the following:

<u>Elementary</u>	<u>Middle School</u>	<u>High School</u>
1 Principal	1 Principal	1 Principal
4 Teachers	4 Teachers	5 Teachers
1 Non-teaching Member	1 Non-teaching Member	2 Non-teaching Members
3 Parent Members	3 Parent Members	3 Parent Members
{1 selected by the PTA}	{1 selected by the PTA}	{1 selected by the PTA}
	1 Student - optional	2 Students
		{no more than 1 senior}
		1 Business/Commercial Member
Total: 9 Members	Total: 9/10 Members	Total: 14 Members

The length of term for Building Team Members shall be as follows:

- Members will serve a two-year term with two consecutive terms allowed {four years}.
- All terms run from July 1 to June 30.
- For the first year of the term only, half the team will be chosen to serve a three-year term. One-half of each representative group shall be randomly assigned.
- A representative of that constituent group who will serve the unexpired term may replace persons no longer able to serve.
- All team members must be members of the school's community.
- All team members must either have children in the building, be employed in the building, or be a student in the building, except in the case of the Business/Commercial member on the high school team.

The selection of Building Team Members will include the following:

- | | |
|-----------------------------|--|
| • Principal | Mandated |
| • Teachers | West Islip Teachers' Association |
| • Non-teaching | Paraprofessional/Nurse – West Islip Teachers' Association
Custodial/Food Service ~ UPSEU Local 424
Clerical ~ Teamsters Local 237 |
| • PTA Member | Parent Teacher Association |
| • Randomly selected parents | Chosen through building lottery with applications sent to the building principals |
| • Students | One student chosen from the student government and one selected randomly. <i>{Only one student may be a senior. At the middle school level, a student may be selected at the discretion of the Building Team.}</i> |

Building Teams shall meet at least monthly, or more frequently as determined by each team. There will be an annual delegate conference to be held in June of each year. Minutes are required at each building meeting. Each Building Team will submit an annual report each June to the District Compact Team. An instrument of evaluation shall accompany all initiatives. At least one member of each Building Team shall attend the semi-annual delegate conference to share ideas and make recommendations. Building Teams are encouraged to share ideas and communicate on an ongoing basis with the District Compact Team. Each Building Team will choose its Chairperson and Recording Secretary.

MEANS AND STANDARDS TO EVALUATE STUDENT ACHIEVEMENT

Exit Outcomes: The measurable/observable results attained from the process of Outcomes Based Education i.e., what students must know, be like, and do in order to achieve success as adults. The means of evaluation should be focused on the outcomes desired.

Expected student outcomes for West Islip are as follows:

- | | |
|---------------------------------|--|
| • self-esteem | • vision |
| • good health | • respect for self and others |
| • appreciating diversity | • pride in work and achievement |
| • basic RRR | • lifetime learners love of learning |
| • confidence in their skills | • accept success and failure |
| • joy of living | • achieve mastery in all academic subjects |
| • best person they can be | • organizational skills |
| • commitment and responsibility | • self-discipline |
| • individuality | • problem solving |
| • collaboration | • contribute to society and community |
| • sense of humor | • intellectual curiosity |

Means: Potential means to assess student achievement may include, but not be limited to the following:

- | | |
|---|---|
| • teacher made examinations | • final course results |
| • standardized test scores | • state test scores |
| • alternative authentic assessment | • percentage of students retained |
| • post high school education statistics | • participation in co-curricular activities |
| • employment rate | • dropout rate |
| • district standards of excellence | • achieving mastery |

Note: The Comprehensive Assessment Report will be used as a reference for the above where appropriate.

Specific benchmarks for standards of excellence will be developed by building committees and reviewed by the District committee. The District committee will develop more general benchmarks to ensure uniformity of District Goals. All stakeholders must have ownership of the outcomes of education at the school district level.

Standardized multiple choice tests should not be used as the only means for evaluating improvement in student achievement. Standardized tests that are criterion-referenced to curriculum content {i.e., department final exams and Regents exams} are preferable to standardized tests that are not connected to curriculum and instruction. Authentic, performance-based assessment are connected to instruction, intrinsically motivating and foster understanding and analysis. Wherever possible, student achievement should be evaluated by authentic performance-based assessments.

All evaluation should be accompanied by the understanding that fundamental change will take time and requires constant support and input of all stakeholders.

ACCOUNTABILITY

The most important goal of all Building Teams is the improvement of student achievement. All members of the committee are therefore accountable for developing plans to improve student achievement that include identified expected outcomes; provide for assessment practices; make any necessary revisions; and report the results to their constituents. Each team shall report its results to the District Compact Team.

Similarly, all other decisions relating to issues other than student achievement must be assessed, revised as needed, and communicated.

Each stakeholder group selects its own representatives to the Building Teams. Each stakeholder group is responsible for establishing procedures for holding its representatives accountable, and for their removal, if deemed necessary. Representatives shall make every effort to keep their stakeholders informed and to seek support for decisions reached by consensus of the committee.

Representatives to shared decision-making committees demonstrate their stakeholder group's accountability to the committee through the commitment and seriousness of purpose that they bring to the functioning of the committee {i.e., attendance at meetings, open and honest participation, and creative problem solving}.

Representatives to shared decision-making committees demonstrate their stakeholder group's accountability to the plan by their commitment to the plan's common set of goals and objectives, and sincere commitment to implement specific decisions made.

CONFLICT RESOLUTION

All decisions will be arrived at by consensus. When a Building Team reaches a point at which it cannot reach consensus on an issue, the School Superintendent shall be notified. The Superintendent shall appoint a district team member(s) as a (the) mediator(s) and the entire District Compact Team shall be notified.

SPECIFIC CHARGE PURSUANT TO FEDERAL REGULATORY AUTHORITY:

The District will comply with all the Federal and State requirements for parental involvement. The coordination of activities for parental involvement in decision-making and planning of programs with State and Federal funds including, but not limited to, Title 1, Special Education, will be carried out as follows, and all other State or Federal programs that require parental involvement or may in the future.