## AGENDA



# PLANNING SESSION OF THE BOARD OF EDUCATION

June 17, 2025 7:30 p.m.

Beach Street Middle School 17 Beach Street

Submitted by: Dr. Paul Romanelli Superintendent of Schools

## AGENDA

## PLANNING SESSION OF THE BOARD OF EDUCATION

June 17, 2025

Beach Street Middle School

West Islip, New York

I.	CALL	TO	<b>ORDER</b>

- II. QUORUM COUNT
- III. MINUTES: A motion is needed to approve the minutes of the June 5, 2025 Regular Meeting
- IV. ANNOUNCEMENTS
- V. PERSONNEL
  - A. Approval of Memorandum of Agreement between Teamsters Local 237, West Islip UFSD and Employee A
  - B. Personnel Agenda

#### VI. PRESIDENT'S REPORT

- A. Approval of Contracts
  - 1. Affordable Care Act Administration Agreement 2025-2026
  - 2. Health Source Group, Inc. Consultant Services 2025-2026
  - Homecare Therapies LLC, /d/b/a Horizon Healthcare Staffing Consultant Services 2025-2026
  - 4. Long Island School Nutrition Directors Association Cooperative Agreement 2025-2026
- B. Approval of Surplus
  - 1. Miscellaneous Books ~ West Islip High School Family & Consumer Sciences Department
- C. Donations
  - Approval of Resolution re: Donation from Bayview PTA
     Bluetooth Speaker/Receiver for Bayview Gymnasium (including installation costs) \$2,505.54
  - 2. Increase to Budget 2024-2025

\$2,505.54

- D. Resolutions
  - 1. 2025-2026 Income Eligibility Guidelines for Free and Reduced-Price Meals
  - 2. 2025-2026 School Breakfast Program Exemption
- E. Approval
  - 1. Updated Terms of Employment for Assistant Superintendent for Business & Operations
  - Updated Terms of Employment for Assistant Superintendent for Curriculum & Instruction
  - 3. Updated Terms of Employment for Assistant Superintendent for Human Resources
  - 4. Updated Terms of Employment for Network & Systems Technicians
  - 5. Updated Terms of Employment for Microcomputer Repair Technicians
  - 6. Updated Terms of Employment for Network & Systems Specialist I
  - 7. Updated Terms of Employment for Confidential Employees
  - 8. Updated Terms of Employment for Director of Facilities III
  - 9. Updated Terms of Employment for Assistant Plant Facilities Administrator
  - 10. Updated Terms of Employment for Business Manager I
  - 11. Updated Terms of Employment for Director of School Safety
  - 12. Updated Terms of Employment for School Lunch Manager
  - 13. Updated Terms of Employment for Treasurer/Accountant
  - 14. Updated Terms of Employment for School Purchasing Agent
- VII. EXECUTIVE SESSION: The Board will adjourn during the course of the meeting for an Executive Session, at the conclusion of which, the Board will reconvene act upon any such items as may be necessary prior to discussion of the next agenda item, or adjournment, as the case may be.
- VIII. CLOSING Adjournment

## REGULAR MEETING OF THE BOARD OF EDUCATION June 5, 2025 – Beach Street Middle School

PRESENT: Mr. Tussie, Mr. Antoniello, Mr. Bedell, Mr. McCann

ABSENT: Mrs. Brown, Mrs. Kelly, Mrs. Marks

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

ABSENT: None

ATTORNEY: Mr. Volz

Meeting called to order 7:32 p.m. followed by the Pledge.

## **ANNOUNCEMENTS**

Mr. Tussie congratulated Dr. Romanelli for being newly appointed as a Board member for the Cradle of Aviation Museum.

Student Representative Report: Taylor Riley and Krista Williams stated that the students are excited for school to end, however it is bittersweet for the graduating seniors and thanked the Board for having them as the Students Representatives.

Mr. Tussie gave a heartfelt thank you to Taylor and Krista, expressing his confidence that they have a bright and successful future ahead.

## Robotics Team Presentation:

Coach Dan Varney stated that this upcoming school year marks the team's 25th season and that this is a perfect opportunity to reflect on the incredible impact this program has had on the students. This team gives the students real world, hands-on experiences and shapes them into future engineers and leaders.

Coach Andy Barance stated that he has had the opportunity to coach the team for 15 years and is proud of the students and volunteers. The growth that he sees and the continued success that they experience after graduating is a testament to their hard work, the dedication of the mentors, and the incredible support from the school board and community.

Students Patience Jesia, Emily LaBella, Jayden Baker, Veronica Ramos, Kaylee Barbieri and Luke Christensen took the opportunity to share their personal experiences and reflections, providing unique insights into the impact the program has had on their growth.

#### STUDENT RECOGNITION

Mr. O'Farrell congratulated the top 10 academic leaders in the West Islip High School Class of 2025 and their hard work and persistent dedication earned them a spot as one of the top students in the graduating class.

## Class of 2025 Top Academic Leaders:

Ava Gabrell, Shane Henke, Abigail Lam, Kevin McCabe, Aidan Okurowski, Ella Oliveri, Emily Podolska, Taylor Riley, Marissa Romeo, Lucas Scourtos

## APPROVAL OF MINUTES

Motion was made by Peter McCann, seconded by Richard Antoniello, and carried when all Board members present voted in favor to approve the minutes of the May 20, 2025 Planning Session Meeting.

#### **PERSONNEL**

Dr. Romanelli congratulated all of the 22 candidates up for tenure recommendation and spoke briefly about each candidate highlighting the many contributions they have made to the district thus far.

Motion was made by Peter McCann, seconded by Richard Antoniello, and carried when all Board members present voted in favor to approve TENURE APPOINTMENT: A-1, T-1, and TA-1 as listed below:

## **ADMINISTRATIVE**

## A-1 <u>TENURE APPOINTMENT</u>

Justin Arini, Director of Counseling Effective June 14, 2025

David Rubano, Assistant Principal Effective August 31, 2025

## **TEACHERS**

#### T-1 TENURE APPOINTMENT

Dara DePouli, School Counselor Effective August 17, 2025

Alexandra Ragin, School Counselor Effective August 17, 2025

Alysha Gannon, Elementary Effective August 29, 2025

Megan Rooney, Special Education Effective August 29, 2025

Carly Aponte, Social Worker Effective August 31, 2025

Grace Bolin, Elementary
Effective August 31, 2025

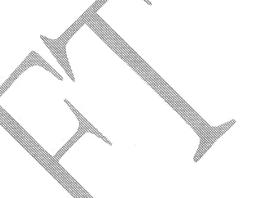
Gabrielle Cameron, Elementary Effective August 31, 2025

Kasey Connelly, Special Education Effective August 31, 2025

Jaimee Connors, Elementary Effective August 31, 2025

Nicole Devine, Elementary Effective August 31, 2025

Daniel Gschwind, Social Studies Effective August 31, 2025



Beth Havranek, Elementary Effective August 31, 2025

Brendan O'Connell, Social Worker Effective August 31, 2025

Cara Stern, Elementary Effective August 31, 2025

Daniel Varney, Science Effective August 31, 2025

Tiffany Kallman, Elementary Effective September 19, 2025

Annmarie Katzer, Reading Effective October 18, 2025

## **TEACHING ASSISTANTS**

## TA-1 TENURE APPOINTMENT

Jennifer Dolan, Teaching Assistant Effective August 31, 2025

Pamela Gaffney, Teaching Assistant Effective August 31, 2025

Lisa Minozzi, Teaching Assistant Effective September 29, 2025

Motion was made by Peter McCann, seconded by Richard Antoniello, and carried when all Board members present voted in favor to approve agenda TA-2, CL-1, CL-2, as listed below:

## TA-2 <u>LEAVE OF ABSENCE</u> (unpaid)

Ariana Stubbmann, Reading Effective August 27, 2025 through June 30, 2026 (Udall)

#### CIVIL SERVICE

## CL-1 RESIGNATION

Barbara Tricoukes, Paraprofessional Effective June 30, 2025 (Paul J. Bellew)

## CL-2 <u>RETIREMENT</u>

Debora Holland, Paraprofessional Effective June 30, 2025 (26 years) Victoria Passarelli, Senior Office Assistant Effective July 4, 2025 (28 years)

#### **OTHER**

#### SPECIAL EDUCATION – ESY RELATED SERVICE PROVIDERS SUMMER 2025

Aides
Sabina Collins
Courtney Kuzmiak
Catherine Lamotte
Jean Pozzini
Annette Rossi
Kathleen Slayback

#### **CLUBS/ADVISORS 2024-2025**

## OQUENOCK ELEMENTARY SCHOOL

Fitness Club, Melinda Monahan and Deborah Throo (shared)

## **CURRICULUM REPORT**

Mrs. Morrison congratulated the High School Seniors that were recognized for a wide variety of academic achievements at the Senior Awards ceremony held on 6/4/2025. From our academic leaders and Seal of Bi-literacy recipients, to students recognized for demonstrating excellence in individual subject areas and attaining recognition as four-year honor students, along with distinguished awards in the areas of arts and music and various trade courses. The event truly highlighted the countless accomplishments of this senior class and the bright future that awaits the Class of 2025.

Mrs. Morrison stated that this year 22 students achieved the Seal of Bi-Literacy; 9 seniors graduating with the IB program where seniors engaged in science research excelled in the areas of biotechnology, environmental science, engineering and coding, 15 seniors graduating from the Alternative High School Program. The Class of 2025 is set up for success and congratulated all the students and their families.

Mrs. Morrison stated that the ELA curriculum review committee selected three programs to pilot throughout the course of the current school year and is pleased to announce that Great Minds Arts and Letters has been selected for the K-5 Literacy Program. The program is aligned with Fundations and the NYSED Science of Reading Literacy briefs. It will complement the structured literacy instruction currently taking place in the areas of word recognition and study by providing rich knowledge and skill building experiences while fostering strong reading and writing skills at every grade level. A comprehensive professional development plan will start this summer and continue throughout the 2025-2026 school year to support the teachers and students through the implementation of the new program. In addition, opportunities will be provided to parents and guardians throughout the fall to learn about the program and interact with the materials utilized to support it.

Mrs. Morrison thanked Mrs. Musso, the Elementary Review Committee and all of the pilot teachers for their amazing work throughout this school year.

Mrs. Morrison stated that secondary summer school will be offered this year through Eastern Suffolk BOCES and taking place at the Bay Shore High School. Information regarding the program will posted to our district website and counselors will be contacting parents and guardians of those students at the end of June that may be in need of taking some classes in summer school.

Mrs. Morrison stated that information has been shared via ParentSquare regarding the Internet Enabled Device Policy that the district is required to have in place by August 1, 2025 and in effect for September 2025. We really appreciate all the stakeholders that provided feedback. A community forum is scheduled for 6/10/2025 and will create a draft of the policy which will be shared by August 1, 2025.

Mrs. Morrison concluded the evening by taking a moment to express her sincere gratitude to the Board of Education, Administrative team, teachers, staff, parents, and students for a productive and impactful school year in the area of Curriculum and Instruction. "Together, we have embraced new learning experiences and have elevated the student achievement and advanced our practices. We are flourishing and the district is truly in an unbelievable place where our children are learning" and Mrs. Morrison looks forward to our continued work together next year.

#### **REPORT OF COMMITTEES**

Health and Wellness Committee: Anthony Tussie reported on the meeting that was held on 5/13/2025. Items reviewed included financial reports; Senior Scholarship applications are being reviewed and will be awarded to two students on June 12th; release of the latest Mental Health Sub Committee newsletter and the positive feedback and progress that has been made; 2nd Annual Glow Run will take place on Wednesday, November 5, 2025; 2025-2026 committee

meeting dates; Town of Islip community input about potentially legalizing cannabis dispensaties; exploring the dangers of artificial food dyes and educating the community.

<u>Buildings and Grounds Committee</u>: Peter McCann reported on the meeting that was held on 6/2/2025. Items reviewed included High School graduation, addressing the parking concerns on Lions Path during baseball and other non-school activities; summer construction work; approval received from the State Education Department regarding the High School pool.

Education Committee: Richard Antoniello reported on the meeting that was held on 6/2/2025. Items reviewed included selecting Great Minds Art and Letters as the K.5 literacy program; New York State Internet Enabled Device Policy; Curriculum and Instruction overview for 2024-2025 school year; Profile of a Graduate; graduation rate and the English scores.

Finance Committee: Peter McCann reported on the meeting that was held on 6/2/2025. Items reviewed included treasurer's report; April's school district funds, payroll summary and financial statements; May's internal claims audit report and system manager audit trail; payroll certification for 5/14/25 and 5/28/25; review of warrants; approval of budget transfers; approval of surplus; approval of donation resolutions; approval of agreements; approval of leases. School meals will be free for all students in the 2025-26 school year. Similar to this year, breakfast will only be offered at the middle schools and the high school. Due to consistently low participation at the middle school and significant staffing challenges, the district will apply for a breakfast exemption at the elementary level. To ensure no elementary student goes hungry, the district will fund shelf-stable snacks, such as cereal, granola bars, and juice, to be available in the social workers' offices, where students can grab a morning snack from a small snack station.

Special Education Committee: Quinn Bedell reported on the meeting that was held on 6/4/2025. Items reviewed included IEP, CSE and CPSE recommendations from respective committees and will be approved at this evening's meeting. Ms. Dowling reported on the successful partnership with Effective School Solutions; the Unified Basketball Team's season and how they are looking forward to next season; planning for summer programs for students.

## FINANCIAL MATTERS

Motion was made by Peter McCann, seconded by Richard Antoniello, and carried when all Board members present voted in favor to approve 2024-2025 General Fund budget transfers # 4518-4519, 4523-4525, 4527 and Capital Fund #4520-4522, 4526.

Motion was made Peter McCann, seconded by Richard Antoniello, and carried when all Board members present voted in favor to approve contract: U.S. OMNI & TSACG Compliance Services, Inc. Agreement Reinstatement 2025-2026.

Motion was made Peter McCann, seconded by Antoniello, and carried when all Board members present voted in favor to approve lease agreement: After School Kids Under Supervision, Inc. (ASK US) Lease Agreement (9/1/2025-6/30/2030).

Motion was made by Peter McCann, seconded by Richard Antoniello, and carried when all Board members present voted in favor to approve resolutions re: donations:

- 1. Donation from the Gene HAAS Foundation ~ \$14,750.00 to the West Islip High School to support scholarships and student fees for participating in competitions for our Science, Technology and Engineering students.
- 2. Scholarship donation from Suffolk County Association of School Business Officials ~ \$500.00 ~ West Islip High School
- 3. Scholarship donation from Suffolk Transportation Services, Inc. \$5000.00 ~ West Islip High School.

WHEREAS, the West Islip Union Free School District is in receipt of \$14,750 from the Gene HAAS Foundation, which has been donated to the West Islip High School to support scholarships and student fees for participating in competitions for our science, technology and engineering students.

WHEREAS, the West Islip Union Free School District is in receipt of donated funds in the amount of \$500.00 from Suffolk Association of School Business Officials, to be awarded to High School students selected by the district.

WHEREAS, the West Islip Union Free School District is in receipt of donated funds in the amount of \$5,000.00 from Suffolk Transportation Services, Inc., which have been donated in recognition of the Section XI championships awarded to girls and boys lacrosse, softball, and girls soccer, to be awarded to students selected by the district.

Motion was made by Peter McCann, seconded by Richard Antoniello, and carried when all Board members present voted in favor to approve surplus item: Miscellaneous Books ~ Manetuck Elementary School.

#### PRESIDENT'S REPORT

Motion was made by Peter McCann, seconded by Richard Antoniello, and carried when all Board members present voted in favor to approve WIASA Memorandum of Agreement: negotiated agreement ~ July 1, 2025 – June 30, 2029.

Mr. Tussie expressed his sincere gratitude to the Administrators, thanking them for everything they do to create a positive and supportive working environment. He shared his appreciation for the opportunity to work collaboratively with them and expressed his gratitude that both sides were able to come together to reach this agreement.

Motion was made by Peter McCann, seconded by Richard Antoniello, and carried when all Board members present voted in favor to approve the results of the Annual District Meeting held on May 20, 2025.

Motion was made by Peter McCann, seconded by Richard Antoniello, and carried when all Board members present voted in favor to approve Stipulation of Settlement and Release Student A.

Motion was made by Peter McCann, seconded by Richard Antoniello, and carried when all Board members present voted in favor to approve resolution re: the Board of Education approves the recommendations of the Special Education Committee of students as listed in the District's backup and authorizes the District to arrange for appropriate services.

#### Resolution

Be it resolved, that the Board of Education of the West Islip UFSD approved the recommendations of the Special Education Committee of students as listed in the District's backup and authorizes the District to arrange for appropriate services.

Motion was made by Peter McCann, seconded by Richard Antoniello, and carried when all Board members present voted in favor to approve Agreement with SME Educational Foundation.

#### SUPERINTENDENT'S REPORT

Dr. Romanelli gave a heartfelt shout out to the Robotics Team, Student Representatives, and all those who received tenure tonight, stating how proud everyone is of their accomplishments.

Dr. Romanelli reflected on how West Islip is becoming a model for many districts, with people across the educational community talking about the great things happening here. In addition to presenting at multiple conferences, appearing on podcasts, and being featured in publications, the district has hosted several groups to showcase our programs, including the CTE Program at West Islip High School, the Science Research Program, a visit from the Seaford School District to observe our Elementary Math Program, Bayport-Blue Point School District to see our Elementary ICT Program at Bayview Elementary School, and most recently, Plainview Old Bethpage School Districts to view AI in action. A recent presentation about our literacy work also led to two districts requesting meetings to learn how our K-5 literacy framework was developed over the years to align with the Science of Reading, an accomplishment we are very proud of

The broader community has taken notice as well, with the district featured as the cover story of On Board magazine for our partnership with the Maritime Industrial Base, which was approved at tonight's meeting. West Islip is one of only four school districts in the country where students are contributing to the creation of parts for U.S. Navy submarines, an extraordinary learning experience. Additionally, George Couros, an international presenter who has spoken at our Superintendent's Conference Day, recently featured West Islip as a model for innovative practices, generating significant attention.

Dr. Romanelli concluded by stating that there is so much to be proud of in West Islip, and that it has been a great 2024–2025 school year and the future is bright.

Mr. Tussie remarked that in the past, our Board of Education would visit other school districts to learn how they operate, but now West Islip has become the district that others want to visit to see our innovative practices in action. He expressed how exciting, gratifying, and proud the school board and community feel about everything happening here in West Islip. Mr. Tussie thanked and congratulated everyone on a successful school year.

Motion was made by Peter McCann, seconded by Richard Antoniello, and carried when all Board members present voted in favor to adjourn to Executive Session at 8:41 p.m. for the purpose of discussing personnel, negotiations, and/or litigation.

Meeting reconvened at 9:09 p.m. on motion by Peter McCann, seconded by Richard Antoniello, and carried when all Board members present voted in favor.

Meeting adjourned at 9:09 p.m. on motion by Peter McCann, seconded by Richard Antoniello, and carried when all Board members present voted in favor.

Respectfully submitted,

Elizabeth Davis

District Clerk

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

#### PERSONNEL:

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

## **ADMINISTRATIVE**

#### A-1 PROBATIONARY APPOINTMENT

Luke Gagstetter, Assistant Principal
Effective July 1, 2025 through June 30, 2029
(High School; \$131,000; replacing Brittany Probst {reassigned})

Brittany Probst, Director of Student Support and Data Services Effective July 1, 2025 through June 30, 2029 (High School; \$155,000; new position)

In order to be granted tenure a classroom teacher or building principal shall have received composite or overall annual professional performance review ratings pursuant to Education Law § 3012-d of either effective or highly effective in at least three of the four preceding years and if a classroom teacher or building principal receives an ineffective composite or overall rating in the final year of the probationary period he or she shall not be eligible for tenure at that time.

#### **TEACHERS**

## T-1 PROBATIONARY APPOINTMENT

Patricia Hinchman, Business
Effective July 1, 2025 through June 30, 2028
(Beach; Step 8 MA 75, replacing Patricia Portnoy {retired})

In order to be granted tenure a classroom teacher or building principal shall have received composite or overall annual professional performance review ratings pursuant to Education Law § 3012-d of either effective or highly effective in at least three of the four preceding years and if a classroom teacher or building principal receives an ineffective composite or overall rating in the final year of the probationary period he or she shall not be eligible for tenure at that time.

## T-2 REGULAR SUBSTITUTE

Jaclyn Jacobs, Reading
Effective August 27, 2025 through June 30, 2026
(Udall; Step 14 MA 45; replacing Ariana Stubbmann {LOA})

## **CIVIL SERVICE**

#### CL-1 PROBATIONARY APPOINTMENT

Lauren Carleton, Network & Systems Technician Effective July 1, 2025 (Districtwide; \$55,000; replacing Katherine Keller {resigned})

## CL-2 <u>RESIGNATION</u>

Bryan Accettella, MMIII Effective July 1, 2025 (Maintenance)

#### **CIVIL SERVICE**

## CL-2 RESIGNATION, continued

Erin Scileppi, Paraprofessional Effective June 28, 2025 (Beach Street)

Joshua Steinberg, Network & Systems Technician Effective June 21, 2025 (Districtwide)

## CL-3 SUBSTITUTE CUSTODIAN (\$16.50/hr)

Joseph Caputo, effective June 18, 2025

#### **OTHER**

## PERMANENT SUBSTITUTE TEACHERS (\$150 per diem)

Danielle DeAntonio, effective August 27, 2025 – June 26, 2026 Eric DelOrfano, effective August 27, 2025 – June 26, 2026 Jesse Donnarumma, effective August 27, 2025 – June 26, 2026 Giavanna Dushaj, effective August 27, 2025 – June 26, 2026 Shannon Feminella, effective August 27, 2025 – June 26, 2026 Paige Fogarty, effective August 27, 2025 – June 26, 2026 Emily Gillen, effective August 27, 2025 – June 26, 2026 Alexander Giordano, effective August 27, 2025 – June 26, 2026 Olivia Gmelch, effective August 27, 2025 – June 26, 2026 Jordan Slobodow, effective August 27, 2025 – June 26, 2026 Kayla Vignola, effective August 27, 2025 – June 26, 2026

## **SUBSTITUTE TEACHERS** (\$130 per diem)

Nicholas Aguggia, effective September 2, 2025, student teacher Jaclyn Armetta, effective June 18, 2025 Liam Broderick, effective September 3, 2025, student teacher Patrick Bugge, effective September 2, 2025, student teacher Antonia Busa, effective September 2, 2025, student teacher Alexa Carseni, effective September 2, 2025, student teacher Julian Covarrubias, effective September 3, 2025, student teacher Kevin Drake, effective September 2, 2025, student teacher Danielle DuBois, effective September 2, 2025, student teacher Geena Garib, effective September 2, 2025, student teacher Harold Heffernan, effective September 2, 2025, student teacher \*Leah Horner, effective August 25, 2025, student teacher Gabrielle Irons, effective September 3, 2025, student teacher \*Kaitlyn Iskra, effective September 3, 2025, student teacher Emily Knauth, effective September 2, 2025, student teacher Marco Larocca, effective September 2, 2025, student teacher \*Russell Maio, effective September 2, 2025, student teacher

## OTHER, continued

## **SUMMER INVESTIGATIONS PROGRAM 2025-2026**

**Teachers** 

Kristen Amoia Timothy Bauernfeind Danielle Blaise

Michelle Bonkov Christine Breslin

Lisa Brush

Tara Campbell

Gianna Covello Kayla Covello

Danielle DeAntonio Tammy Dragelin Paige Fogarty

Cindy-Ann Innamorato

Sophia Mastrangelo

Karen McCarthy Andrea Miller Sara Pollack

Theresa Robertson Adam Stewart

Danielle Sugumele

**Teacher Aides** 

Angelina Archer Ramona Buonadonna Dawn Carere

Jennifer Dolan Louise Guastella Abigail Marquardt

Diane McKeon

Bridgett Morgan Giavanna Perna

Danielle Pozzini Pamela Rose Alithea Shono

Michele Varley Darcie Wallace

## SPECIAL EDUCATION - ESY RELATED SERVICE PROVIDERS SUMMER 2025

## Transportation Aides

Sabrina Attanasio

Teresa DeRosa

Elizabeth Jardeleza

Amanda Neilson

Kathleen Slayback

## **ATHLETIC TRAINER 2025-2026**

Kevin Kilkenny

## **EQUIPMENT/UNIFORM COORDINATORS 2025-2026**

Steve Mileti, High School Brian Cameron, Udall James Klimkoski, Beach

## OTHER, continued

## **WEST ISLIP SPORTS ACADEMY SUMMER CAMPS 2025**

Pat Plompen, Clerical Support

## **GYMNASTICS**

Maryann McGrade, Director Caitlyn Leibman, Assistant Director

**Lead Counselors** 

Grace Iehle Emily McGrade Victoria Mueller

Payton Vera

**Counselors** 

Olivia Antoniello

Amelia Dibenedetto

Victoria Lopez

Emily Ball

Dana Dileo

Katelyn Mercorella

Ava Bomberger

Emily Gavers

Lena Okurowski

Cassidy Cullen

Cameron Giorgianni

Jenna Tussie

Volunteer Counselors

Mollie Delcolle

Anna Hall Callie Iones Kristen Messina

Megan Filiato Quinn Garcia Callie Jones Juliet LeClaire Kate O'Regan Zoey Richardelli

Ariah Grabhorn

## **Executive Summary:**

District	West Islip Union Free School District		
Contract Term	2025-2026 Fiscal Year		
Payroll System	nVision		
§6056 Reporting (Employer Mandate)	\$11,847.59		
§6055 Reporting (Self-Funding Reporting)	INCLUDED		
Total Fee 2025-2026	\$11,847.59		
1095 Form Printing and Mailing fee (Optional)	\$0.78 + Postage Per Form		
Health Plan	NYSHIP		
Full-Time / Part-Time Determination	Measurement Period Safe Harbor		

## **Measurement Period Safe Harbor Assumptions**

WHEREAS, Section 4980H-3 of the final regulations (26 C.F.R. § 4980H-3) defines the following employee definitions:

**Ongoing Employee:** An "ongoing employee" is generally an employee who has been employed by the district for at least one complete standard measurement period. As stated in Notice 2011-36

**New Employee:** A "New Employee" is generally an employee who has NOT been employed by the district for at least one complete standard measurement period.

Variable Hour Employee: A "variable hour employee" if, based on the facts and circumstances at the start date, it cannot be determined that the employee is reasonably expected to work on average at least 30 hours per week. A new employee who is expected to work initially at least 30 hours per week may be a variable hour employee if, based on the facts and circumstances at the start date, the period of employment at more than 30 hours per week is reasonably expected to be of limited duration and it cannot be determined that the employee is reasonably expected to work on average at least 30 hours per week over the initial measurement period.

Employee Type	Measurement Period	Administrative Period	Stability Period
All new, variable- hour employees	Initial Measurement Period: Twelve (12) calendar months, which shall begin on the first day of the first month following the employee's start date.	One (1) month period beginning immediately at the end of the initial measurement period and which shall continue through the end of the first full calendar month beginning on or after the end of the initial measurement period.	Twelve (12) calendar months, to begin immediately after the administrative period
All ongoing employees	Standard Measurement Period: Twelve (12) Months, measured from November 1 through October 31	Two (2) months period from November 1 through December 31	Twelve (12) calendar months beginning immediately after the administrative period on January 1 and continuing until December 31

#### AFFORDABLE CARE ACT ADMINISTRATION AGREEMENT

AGREEMENT (the "Agreement") made as of this \_\_\_\_ day of \_\_\_\_\_\_, 2025 by Quantas Advisors, LLC., a Delaware Limited Liability Company having an office located at 1314 Legacy Drive, Birmingham, AL 35242 (hereinafter referred to as "ADMINISTRATOR") and West Islip Union Free School District, having its administrative offices at 100 Sherman Avenue West Islip NY 11795, (hereinafter referred to as "DISTRICT").

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

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

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

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

#### (2) ADMINISTRATOR'S Duties. ADMINISTRATOR agrees that:

- It will use its best efforts to provide services meeting or exceeding the highest standards of the industry to assist the EMPLOYER to comply with U.S. Codes §4980H and §6055 and §6056 of the Patient Protection and Affordable Care Act, Pub. L. No. 111-148 (2010) (PPACA), as amended by the Health Care and Education Reconciliation Act, Pub. L. No. 111-152 (2010) (HCERA) Section 1513(d) of the PPACA, Pub. L. No. 111-148, § 1513(d), and to provide those services delineated in Exhibit A attached hereto, as well as all other duties referenced in this Agreement and attached exhibits or other attachments, and support the objectives of DISTRICT on behalf of DISTRICT;
- II. It has no authorization whatsoever from DISTRICT to alter, modify or change any of the terms, rates and/or conditions contained in any of DISTRICT's documents, proposals or contracts, nor does it have authorization to change, alter or discharge participation in DISTRICT's benefit programs, and/or to incur any indebtedness on behalf of DISTRICT;
- III. It will not circumvent, or attempt to circumvent, DISTRICT in DISTRICT's relationship with, other third-party administrators, underwriters, vendors, insurance carriers and like organizations, regardless of whether or not DISTRICT has a written contract with such third-party administrators, underwriters, vendors, insurance carriers or like organizations.
- IV. It will provide comprehensive tracking of employee hours of service to determine "Full-Time" "Part-Time" status based on the DISTRICT's adoption of the IRS Safe Harbors per IRS Notices 2012-58, 2012-17, 2011-36, 2011-73. "Measurement Period Report"
- V. It will prepare and provide to the DISTRICT written Measurement Period Reports four (4) times per fiscal year on a quarterly basis.
- VI. It will prepare and provide the DISTRICT with DRAFT IRS Forms 1095C and 1095B for individuals required to receive one based on §6056 and §6055, and per the District's adoption of the IRS Safe Harbors pursuant to IRS Notices 2012-58, 2012-17, 2011-36, 2011-73
- VII. It will as be needed and/or requested by DISTRICT, revise DRAFT IRS Forms 1095C and 1095B and provide the revised forms to the district.
- VIII. After DISTRICT has provided written approval of the DRAFT IRS Forms 1095C and 1095B, ADMINISTRATOR will provide final forms for the DISTRICT for the DISTRICT'S production, or if DISTRICT requests, in writing, that ADMINISTRATOR distribute the final approved forms, the ADMINISTRATOR will appropriately send and file the forms on behalf of the DISTRICT

- IX. It will prepare and provide the DISTRICT with Draft IRS Forms 1094C and 1094B and thereafter, as needed and/or requested by DISTRICT, revise the forms and provide the revised forms to the DISTRICT
- X. After District has provided written approval for the IRS Forms 1094C and 1094B, ADMINISTRATOR will efile forms IRS Forms 1094C, 1094B all forms 1095C and 1095B through the IRS Affordable Care Act Information Returns Program (AIR) using ADMINISTRATOR's AIR Transmitter Control Code (TCC)

#### (3) DISTRICT's Duties. DISTRICT agrees:

- To provide to ADMINISTRATOR current data, reports, work history, contribution rates, plan documents related charges and the terms and conditions of DISTRICT's agreements with group health plans offered to its employees and providers of benefit services as requested and needed by ADMINISTRATOR to perform its services, and to respond in a timely manner to requests for information submitted by the ADMINISTRATOR;
- II. It will not circumvent, or attempt to circumvent, ADMINISTRATOR in ADMINISTRATOR's relationship with ADMINISTRATOR's own clients, other third-party administrators, underwriters, vendors, insurance carriers and like organizations, regardless of whether or not ADMINISTRATOR has a written contract with such third-party administrators, underwriters, vendors or insurance carriers.
- III. To provide and maintain an accurate list of individuals who are eligible to receive Form 1095C or 1095C (Employee List) to include the following fields:
  - a. Employee Number
  - b. Social Security Number
  - c. Last Name
  - d. First Name
  - e. Original Date of Hire
  - f. Termination or Retirement Date
  - g. Rehire Date (if applicable)
  - h. Current Address (Street, City, State & Zip Code)
  - i. Employee Group (As listed in payroll system)
  - j. Employee Primary Position (As listed in payroll system)
- IV. Provide and maintain an accurate report of employee contribution requirements towards single coverage as required under §6056
- V. Provide and maintain an accurate report of employee groups and positions offered Minimum Essential Health Care coverage as required under §6056
- VI. Provide and maintain an accurate report of employee groups and positions that are considered "Variable Hour" employees as defined in IRS Safe Harbors per IRS Notices 2012-58, 2012-17, 2011-36, 2011-73
- VII. Provide and maintain an accurate report of employee groups and positions that are considered "Non-Variable Hour" employees as defined in IRS Safe Harbors per IRS Notices 2012-58, 2012-17, 2011-36, 2011-73
- VIII. Provide and maintain and accurate report of all individuals covered under its self-insured health plan (NYSHIP ACA Enrollment Infor Report) to include the following fields:
  - a. Social Security Number as required under §6055
  - b. Last Name
  - c. First Name
  - d. Month of Coverage as required under §6055
  - e. Current Address (Street, City, State & Zip Code)
  - f. Employee Group (Retiree. Active, Other)
  - g. Medicare Primary Indicator
  - IX. Errors; Review of Data. All Services provided hereunder will be based upon information provided to ADMINISTRATOR by DISTRICT. DISTRICT will promptly review all documents and reports produced by ADMINISTRATOR and provided or made available to DISTRICT by ADMINISTRATOR and District will promptly notify ADMINISTRATOR of any error or omission or discrepancy with DISTRICT's records and will provide corrected data DISTRICT agrees and acknowledges that it must review and approve the District Measurement Period Report, prior to ADMINISTRATOR producing any Draft or Final IRS Forms. The obligation of the DISTRICT to review and approve documents and reports in no way limits the

- ADMINISTRATOR'S responsibility to provide accurate analysis and produce accurate documents and reports (based on the documentation provided by the DISTRICT)
- X. DISTRICT agrees and acknowledges that it has the responsibility to train its employees and staff regarding and Board Resolutions pertaining to the Affordable Care Act, including Board Resolutions adopting IRS Safe Harbors per IRS Notices 2012-58, 2012-17, 2011-36, 2011-73.
- XI. DISTRICT agrees and acknowledges that it has the responsibility to train its employees and staff regarding the IRS reporting requirement under sections §4980, §6055 & §6056
- XII. DISTRICT agrees and acknowledges that it has the responsibility provide ADMINISTRATOR accurate and correct information, and DISTRICT is responsible to correct any incorrect data that it provided to ADMINISTRATOR
- XIII. <u>Records.</u> 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 11847.5875. in addition, DISTRICT will pay ADMINISTRATOR \$.78 + Postage per form to print and mail IRS forms. With respect to the \$11,847.59 fee the first payment of \$3,949.20 is due upon full execution of this Agreement, or July 1st 2025, whichever occurs last. The second payment of \$3,949.20 is due November 1st 2025. The final payment of \$3,949.20 plus printing and mailing fees is due after ADMINISTRATOR's completion of all services required by this Agreement. ADMINISTRATOR must submit a final invoice (form and substance satisfactory to DISTRICT) to DISTRICT. DISTRICT will make final payment within 30 calendar days of its receipt, review, and approval of invoice. In addition, upon written authorization from the DISTRICT to ADMINISTRATOR, the DISTRICT will pay ADMINISTRATOR \$275 per hour for services associated with the correction or errors contained in the documents provided to ADMINISTRATOR by the DISTRICT (including, but not limited to, incorrect date of hire, missing or incorrect termination of retirement dates, incorrect or missing social security numbers, and incorrect or missing coverage dates in health plan, or any data anomalies that were not addressed prior to the transmission of the 1095 forms). ADMINISTRATOR must submit invoices (form and substances satisfactory to DISTRICT) monthly for these correction services. DISTRICT will make payment within 30 calendar days of its receipt, review, and approval of an invoice.
  - a. <u>Compliance with Individual State Reporting Requirements</u>. Should DISTRICT require ADMINISTRATOR to process individual state reporting requirements, ADMINISTRATOR will provide individual state reporting for a flat fee of \$650 per filing.

## (5) Term and Termination.

- The term of this Agreement will begin on the date of signing this Agreement and continue until the date upon which this Agreement or the Business Associate Agreement attached hereto as Exhibit B is terminated, June 30, 2026, or upon the completion of the services by ADMINISTRATOR pursuant to this Agreement, whichever is earlier.
- II. Upon termination by either party pursuant to Paragraph 5 (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 performed and delivered by ADMINISTRATOR prior to the date of termination.
- III. In the event of termination for any reason, ADMINISTRATOR will return to DISTRICT, within 10 calendar days of the effective date of the termination, all DISTRICT's property and data that is in the possession of ADMINISTRATOR including, but not limited to, payroll history, employee listing and other compensation information and data on hand, and/or other confidential materials which may have been furnished by DISTRICT and entrusted to ADMINISTRATOR by reason of this Agreement. If information has been provided to ADMINISTRATOR in electronic form, ADMINISTRATOR will commit to DISTRICT that such information will be deleted from ADMINISTRATOR's electronic storage media. If requested by DISTRICT, ADMINISTRATOR will provide a certificate of destruction.
- IV. In the event of termination for any reason, all reports, and Services due to DISTRICT must be completed by ADMINISTRATOR and delivered to DISTRICT within thirty calendar days of the termination date.
- V. This Agreement may be terminated by DISTRICT "for cause" upon the occurrence of any of the following events:

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

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

VI. This Agreement is automatically terminated upon ADMINISTRATOR's filing of a voluntary petition in bankruptcy or making an assignment for the benefit of creditors, or upon other action taken or suffered, voluntarily or involuntarily, pursuant to any federal or state law for the benefit of insolvents, and upon the filing of an involuntary petition in bankruptcy against ADMINISTRATOR which is not dismissed within 60 calendar days of filing. ADMINISTRATOR is not entitled to any further payments hereunder and if the termination occurs prior to ADMINISTRATOR's completion of the services set forth in this Agreement, ADMINISTRATOR will only be entitled to retain monies already paid by DISTRICT for the value of services actually performed and delivered by ADMINISTRATOR prior to the date of termination.

#### (6) Property of ADMINISTRATOR.

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

## (7) Property of DISTRICT.

- I. Except as otherwise provided herein, ADMINISTRATOR will take all steps necessary to hold in confidence and protect all personal information and data, manuals, documentation, techniques, products, ideas, concepts, output, pricing, and reports related to the Programs and Services of DISTRICT, from disclosure to any person, firm, corporation, or other entity without DISTRICT's written consent, provided same shall not otherwise be available. ADMINISTRATOR shall ensure that all agents and any other persons with authorized access to any part of such confidential information be aware of and will observe and perform this non-disclosure covenant.
- II. All of the undertakings and obligations of ADMINISTRATOR hereto relating to confidentiality and non-disclosure, whether contained in this Paragraph or elsewhere in this Agreement, will survive the termination or expiration of this Agreement.
- [8] Expenses. ADMINISTRATOR will pay all expenses incurred in connection with the performance of ADMINISTRATOR's duties hereunder including, but not limited to, automobile and/or travel expenses.
- (9) <u>Completion Dates and Approvals</u>: To ensure the IRS forms are produced and distributed in a timely manner to comply with the IRS Requirements.
  - a) Recipient returns (1095) need to be mailed no later than March 2<sup>nd</sup>2026, DISTRICT's final approval of the forms required by close of business February 15th, 2026.
  - b) The required date for E-filing is March 31, 2026. DISTRICT's approval of the final data must be given to us no later than March 15, 2026.
  - 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 2<sup>nd</sup>, 2026.

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

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

- (11) <u>Assignment</u>. This Agreement may not be assigned or otherwise transferred by either party without the express written consent of the other.
- (12) Entire Agreement. This Agreement contains the entire agreement between the parties with respect to the subject matter thereof and supersedes all other agreements, understandings and representations, written or oral, by and between the parties.
- (13) <u>Modification</u>. 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) <u>HIPAA.</u> ADMINISTRATOR is and will remain in compliance with the privacy and security requirements of the Health Insurance Portability and Accountability Act. The parties have executed a Business Associate Agreement (attached hereto as Exhibit B).
- (17) Indemnification. To the fullest extent permitted by law, ADMINISTRATOR indemnifies and will defend (with counsel selected by DISTRICT) and hold harmless DISTRICT, its employees, agents, representatives and members of the Board of Education, from any and all liabilities, losses, costs, damages, and expenses (including, but not limited to, reasonable attorneys' fees and disbursements) arising from any claims, disputes, or causes of action of whatever nature arising, in whole or in part, from the performance of ADMINISTRATOR's Services hereunder, or the action of, or the failure to act by ADMINISTRATOR, ADMINISTRATOR's representatives or employees, or anyone for whose acts ADMINISTRATOR may be liable.

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

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

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

- (18) Required Insurance. ADMINISTRATOR will obtain and keep in full force and effect during the term of this Agreement, at ADMINISTRATOR's sole cost and expense, the following insurance:
  - Commercial General Liability Insurance: \$1,000,000 per occurrence/ \$2,000,000 aggregate (must include coverage for sexual misconduct).
  - Workers' Compensation and N.Y.S. Disability: Statutory Workers' Compensation, Employers' Liability and N.Y.S. Disability Benefits Insurance for all employees. Proof of coverage must be on the approved specific form, as required by the New York State Workers' Compensation Board. ACORD certificates are not acceptable. A self-employed person and certain partners and corporate officers are excluded from the definition of "employee" pursuant to Workers' Compensation Law Section 2(4). As such, individuals in such capacity are excluded from Workers' Compensation Law coverage requirements. A person seeking an exemption must file a CE-200 form with the State. The form may be completed and submitted directly online to the Workers Compensation Board: http://www.wcb.ny.gov/content/ebiz/wc\_db\_exemptions/requestExemptionOverview.jsp
  - Professional Errors and Omissions Insurance: \$3,000,000 per occurrence/ 3,000,000 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: \$2,000,000 each occurrence and aggregate. Excess coverage must be on a follow-form basis.

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

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

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

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

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

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

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

- (19) Required Records. ADMINISTRATOR will provide services and maintain records, logs, and reports in accordance with all applicable laws, regulations and requirements of the New York State Education Department, the New York State Department of Labor and District policies and procedures in force during the term of this Agreement. ADMINISTRATOR must provide District with a copy of any reports, tests, evaluations, or observations that are prepared in connection with the Services provided by ADMINISTRATOR under this Agreement.
- (20) Review of Records. District will have the right to examine any or all records or accounts maintained by ADMINISTRATOR in connection with this Agreement.
- (21) District's Authority. ADMINISTRATOR represents and warrants that ADMINISTRATOR will observe and comply with the policies, rules, and regulations of the DISTRICT including, but not limited to, District Code of Conduct (Collectively, the "Policies") and will cause ADMINISTRATOR's employees to do the same. ADMINISTRATOR acknowledges that ADMINISTRATOR has reviewed and is familiar with the Policies. ADMINISTRATOR will carry out the orders, directions and policies conveyed by the district from time to time either orally or in writing, provided however, that the ADMINISTRATOR will determine the manner of carrying our ADMINISTRATOR's professional duties hereunder consistent with ADMINISTRATOR's status as an independent contractor.
- (22) <u>Safeguarding Information</u>. 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:

#### To DISTRICT:

Quantas Advisors, LLC 1314 Legacy Drive Birmingham, AL 35242 Fax: 631-724-1435 West Islip Union Free School District 100 Sherman Avenue West Islip NY 11795 Attention: Ms. Elisa Pellati

- (24) <u>Waiver</u>. Any waiver of any term, condition or provision of this Agreement will not constitute a waiver of any other term, condition, or provision, nor will a waiver of any breach of any term, condition or provision constitute a waiver of any subsequent or succeeding breach.
- (25) Third-Party Beneficiaries. There are no third-party beneficiaries of or in this Agreement.

- (26) Negotiated Agreement. This is a negotiated Agreement. It will not be construed against any party by reason of this Agreement being prepared by that party's attorney. Each party warrants that it/he/she has full power to execute, deliver and perform this Agreement and has taken all actions required by law, organizational documents or otherwise to authorize the execution and delivery of this Agreement.
- (27) Iran Divestment Act of 2012. By signing this Agreement, each person and each person signing on behalf of any other party certifies, and in the case of a joint bid or partnership each party thereto certifies as to its/his/her own organization, under penalty of perjury, that to the best of its/his/her knowledge and belief that each person is not on the list created pursuant New York State Finance Law § 165-a(3)(b).
- (28) Confidentiality of Records and Data Security and Privacy. ADMINISTRATOR must comply with all District policies and State, federal, and local laws, regulations, rules, and requirements related to the confidentiality of records and data security and privacy.

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

West Islip Union Free School District	QUANTAS ADVISORS, LLC	
Ву:	Cancell Depreuto	
Name:	Name: Daniel C. Opinante Title: EVP, Employee Benefits Sales	
Name.	Date: March 18, 2025	
TOTAL		

#### **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;
  - o Drafting IRS Forms 1094-C and 1095-C;
  - On or before February 15<sup>th</sup> 2026 sending completed 1095-B and 1095-C forms to DISTRICT for DISTRICT's review and written approval (DISTRICT's written approval must be received by 5:00 p.m. on February 15<sup>th</sup> 2026);

- Upon receipt of DISTRICT's written approval, furnishing all full-time employees with a copy of IRS Form 1095-C on or before March 2<sup>nd</sup> 2026;
- Upon receipt of DISTRICT's written approval, electronically filing 1094-C and 1095-C forms with IRS on or before March 31st 2026; and
- Providing the District with confirmation of IRS acceptance of the forms.
- Calculating the hours of service performed by each employee on a weekly and monthly basis
  including, but not limited to, regular workday, overtime, paid leave time, special unpaid leave
  time and stipends (each calculation will accurately reflect the hours of service for a particular
  week or month, even if the time is not entered into District's payroll system until after that week
  or month has concluded);
- Calculating the average hours of service performed by each employee during the initial or standard measurement period;
- Helping DISTRICT:
  - Determine the relevant "plan years"
  - Identify, establish and apply the most beneficial measurement periods (e.g., 3-12 months, etc.) including, if recommended, different measurement periods for different categories of employees, for:
    - Initial Measurement Periods;
    - Standard Measurement Periods;
    - · Stability Periods; and
    - Administrative Periods;
- Analyzing and advising in writing whether DISTRICT's currently offered health insurance plans are "affordable" based on ACA requirements and offering options for alternate health insurance plans that comply with ACA;
- Analyzing and advising in writing which is the best "safe harbor" option under ACA for calculating the affordability of health insurance coverage in accordance with each eligible DISTRICT employees' income.
- Providing written assurances that current DISTRICT health insurance offerings meet the ACA standards for "minimum essential coverage";
- Analyzing and advising DISTRICT in writing to determine what, when and how many notices required by ACA must be provided to its employees and providing the required notices to the employees.
- Providing DISTRICT with a clear understanding of the New York State Health Insurance Exchange and its implications for DISTRICT and DISTRICT employees, if any.
- Ensuring that new and existing employees of DISTRICT are treated correctly and consistently with respect to ACA requirements.
- Developing strategies for timely enrolling in a DISTRICT health insurance plan those employees
  who meet the applicable legal threshold for average hours worked during the relevant period of
  time and, as a result, for whom DISTRICT may be liable for a Section 4980H penalty if affordable,
  minimum essential coverage providing minimum value is not offered;
- Revising compliance procedures as the Federal Government makes ongoing changes and adjustments to the ACA; and

Providing DISTRICT with a reference manual (a "Compliance Report") that documents all the advice, analysis, calculations, recommendations, procedures, and protocol that relate to this Agreement.

## EXHIBIT C ACA Compliance Timeline Fiscal Year 2025-2026

## September 15th 20251

Data Request to Include:

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

#### Goal:

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

## November 15<sup>th</sup>, 2025

Data Request to Include:

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

#### Goal:

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

#### Milestone:

- Complete Measurement Period Report for 11/1/2024 10/31/2025
- Start of Administrative Period to identify and offer individuals coverage.

## January 5th, 2026

Data Request to Include:

- After Checks Printed Payroll Register
- Complete Employee Personnel File Report
- Contract and Rate Report
- Health Plan Enrollment Report for Calendar year 2025

## Goal:

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

## February 15th, 2026-

Final Form Approval Due

## March 1<sup>st</sup> 2026<sup>2</sup>-

Forms Distributed to individuals

## March 31st, 2026-

IRS AIR Filing Due

<sup>&</sup>lt;sup>1</sup> After first payroll of hourly employees in the 2025-2026 fiscal year

<sup>&</sup>lt;sup>2</sup> May change per the IRS

## **CONSULTANT SERVICES CONTRACT**

This Agreement is entered into this 1st day of July, 2025, by and between the Board of Education of the West Islip School District (hereinafter the "DISTRICT"), having its principal place of business for the purpose of this Agreement at 100 Sherman Avenue, West Islip, New York, and Health Source Group, Inc., (HSG) (hereinafter the "CONSULTANT"), having a principal mailing address of 25 Newbridge Road, Suite 312, Hicksville, NY 11801.

## A. TERM

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1. The term of this Agreement shall be from July 1, 2025 through June 30, 2026, inclusive, unless terminated early as provided for in this Agreement. It is understood that the DISTRICT is under no obligation to renew this Agreement upon its expiration.

## **B. CONDITIONS**

In performing services specified in this Agreement, it is understood that:

- 1. CONSULTANT will be engaged as an Independent Contractor, and therefore be solely responsible for the payment of federal and state income taxes applicable to this Agreement.
- 2. Neither CONSULTANT nor any of its employees, agents, or assigns will be eligible for any employee benefits whatsoever relative to this contract including, but not limited to, social security, New York State Worker's Compensation, unemployment insurance, New York State Employees' Retirement System, health or dental insurance, or malpractice insurance, or the like.
- 3. This Agreement, and any amendments to this Agreement, will not be in effect until agreed to in writing, and signed by authorized representatives of both parties.

## 4. Defense / Indemnification

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

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

## C. <u>SERVICES AND RESPONSIBILITIES</u>

1. The CONSULTANT shall provide services set forth in this Agreement. CONSULTANT shall provide a variety of consulting activities, as follows:

## NURSING SERVICES AS PER ATTACHED 2025-2026 RATE SHEET

- 2. CONSULTANT shall perform all services under this Agreement in accordance with all applicable Federal, State and local laws, rules, and regulations, as well as the established policy guidance from the New York State Department of Education.
- 3. CONSULTANT hereby represents that he is duly licensed and/or certificated to perform the services set forth in this Agreement. CONSULTANT shall provide the appropriate proof by providing copies of required licenses/certifications of all professionals providing services to student(s) under this Agreement, and any other license or certification applicable.
- 4. CONSULTANT shall provide all services pursuant to this Agreement in a competent, professional and timely manner. CONSULTANT shall obtain any necessary documents from the New York Teachers Retirement System to perform services as a retiree, if applicable.
- 5. CONSULTANT acknowledges that the DISTRICT retains supervisory control over him to the same extent as if CONSULTANT were employed by the District.

## D. COMPENSATION

1. CONSULTANT shall submit invoices for payment on a monthly basis. The DISTRICT shall pay CONSULTANT within thirty (30) days of the DISTRICT's receipt of a detailed written invoice from the CONSULTANT. Said invoice shall include the services provided, the total hours, the dates that the invoice covers, and the total amount due for the period specified.

2. Compensation shall be as per attached 2025-2026 Rate Sheet.

## E. INSURANCE

- 1. CONSULTANT, at its sole expense, shall procure and maintain such policies of commercial general liability, malpractice and other insurance as shall be necessary to insure the CONSULTANT and the DISTRICT, including the Board of Education, employees and volunteers, as additional insured, against any claim for liability, personal injury, or death occasioned directly or indirectly by CONSULTANT in connection with the performance of CONSULTANT'S responsibilities under this Agreement; each such policy shall provide a minimum coverage of One Million Dollars (\$1,000,000.00) per occurrence subject to an annual aggregate of Three Million Dollars (\$3,000,000).
- CONSULTANT shall provide the DISTRICT will a certificate of insurance naming the DISTRICT as an indemnified party to the extent of including the DISTRICT, Board of Education, Employees and Volunteers as Additional Insured, a copy of the Declaration pages and of policies, and a copy of the additional insured endorsement.

## F. TERMINATION

- 1. The CONSULTANT'S services shall be at the will of the Board of Education of the DISTRICT. The DISTRICT may terminate the appointment at any time prior to the end of the term with or without cause.
- 2. The parties agree that CONSULTANT'S failure to comply with any terms or conditions of this Agreement will be deemed a material breach of contract, and will provide a basis for the DISTRICT to immediately terminate this Agreement without any further liability to CONSULTANT.
- 3. In the event the CONSULTANT or the DISTRICT terminates this Agreement with or without cause, such termination of the Agreement shall not discharge the parties' existing obligations to each other as of the effective date of termination.

## G. SUCCESSORS AND ASSIGNS

It is expressly understood that this Agreement shall not be assigned or transferred without prior written consent of the other party.

## H. WAIVER OF RIGHTS

The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce every provision of this Agreement.

## I. SEVERABILITY

Should any provision of this Agreement, for any reason, be declared invalid and/or unenforceable, such decision shall not affect the validity of the remaining provisions of this Agreement. Such remaining provisions shall remain in full force and effect as if this Agreement had been executed with the invalid provision(s) eliminated.

## J. GOVERNING LAW

This Agreement and the rights and obligations of the parties hereunder shall be construed in accordance with, and governed by, the laws and regulations of the State of New York and applicable Federal laws and regulations.

## K. ENTIRE AGREEMENT

- 1. This Agreement is the complete and exclusive statement of the Agreement between the parties, and supersedes all prior or contemporaneous, oral or written: agreements, proposals, understandings, representations, conditions or covenants between the parties relating to the subject matter of the Agreement.
- 2. This Agreement may not be changed orally, but only by an Agreement, in writing, signed by the authorized representatives of both parties.
- 3. To be in force and effect, this Agreement must be approved by the Board of Education.

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

Health Source Group, Inc., (HCG)	West Islip Union Free School District
BY: Executive Director	BY: President, Board of Education
	,



## **HEALTH SOURCE GROUP**

25 Newbridge Road Suite 312 Hicksville, NY 11801 **Phone:** (516) 605-1310 **Fax:** (516) 605-1306 www.healthsourcegroup.com

#### **RATES AND TERMS 2025-2026**

RN - Health Office Coverage \$68/HR
RN - Skilled Nursing Services for Special Needs Student \$71/HR

RN – Field Trips/Overnight School Trips \$71/HR

RN Visit - Dispense Meds \$127 Per Visit

LPN \$51/HR

CNA \$33/HR

Paraprofessionals / Teacher's Aide \$29/HR

Home Health Aides (HHA) / Personal Care Aide \$29/HR

Teachers Assistant \$34/HR

ABA (Certified) \$153/HR

Proctor (Exams) \$31.50/HR

Resource Room Teacher \$63/HR

Social Worker \$63/HR

Student Transportation (CNA/Para Only) \$51/HR (2 Hour Minimum Each Way)

Student Transportation (LPN Only) \$72/HR (1 Hour Minimum Each Way)

Student Transportation (RN Only) \$92/HR (1 Hour Minimum Each Way)

Occupational Therapist/Physical Therapist \$98/HR

Speech Therapist \$98/HR



## **HEALTH SOURCE GROUP**

25 Newbridge Road Suite 312 Hicksville, NY 11801 **Phone:** (516) 605-1310 **Fax:** (516) 605-1306 www.healthsourcegroup.com

#### **TERMS 2025-2026**

There is a 4-hour minimum per day for a nurse or HSG Professional's assignment(s) with the exception of therapy services. If the nurse or HSG Professional works less than 4 hours in a day, HSG will invoice school district 4 hours at the above rate. Additional terms and conditions are incorporated within this agreement.

If the same nurse or HSG Professional works at a Client more than 40 billable hours during any week, HSG will bill Client 1.5 times the rates above (time and a half) to account for overtime.

If Client has a requirement for hiring any HSG Professional, it must make the request for consent to HSG in writing prior to approaching any HSG Professional. HSG's permanent placement finder's fee billable to client is: 25% fee of the annual agreed salary offered by Client to HSG's Professional via HSG.

HSG's Payment Terms: Invoices Are Due Upon Receipt.

School District will be responsible for arranging transportation of the nurse back to his or her car after each part of the assignment and the School District will be invoiced for the time it takes the nurse or HSG Professional to transport the student from the home (or from the school) and then back to the nurse or HSG Professional's vehicle.

This service is only for students needing a nurse or HSG Professional on the bus ride to and/or from school and NOT in school during the day. If a nurse of HSG Professional must stay beyond the IEP/ scheduled school hours, HSG reserves the right to bill School District for the extra time involved.

If the nurse or HSG Professional must stay beyond the student's scheduled IEP or school hours, HSG reserves the right to bill School District for the extra time involved.

In case of a students unreported absence from a session the school district will be billed unless 2 hours advance notice of the student's absence is given to HSG.

## Supplemental Agreement between the

## West Islip Union Free School District

#### and

## Health Source Group, Inc.

Supplemental Agreement dated this 1st day of July, 2025 between the West Islip Union Free School District (the "District"), located at 100 Sherman Avenue, West Islip, New York and **Health Source Group, Inc.** (the "Contractor") located at 25 Newbridge Road, Suite 312, Hicksville, NY 11801.

WHEREAS, the District and Contractor have entered into a contract or other written agreement (hereinafter the "Agreement") whereby the Contractor may receive Student Data or Teacher or Principal Data, as those terms are defined in Education Law §2-d and 8 NYCRR 121.1; and

WHEREAS, the District and Contractor wish to enter into an agreement in order to comply with Education Law §2-d and 8 NYCRR Part 121 (hereinafter "Supplemental Agreement").

NOW THEREFORE, in consideration of the mutual promises below, the District and Contractor agree as follows:

- 1. <u>Defined Terms</u>: Unless otherwise indicated below or elsewhere in this Supplemental Agreement, all capitalized terms shall have the meanings provided in Education Law §2-d and Section 121.1 of the Regulations of the Commissioner of Education (hereinafter "Regulations").
  - a. "Educational Agency" shall generally have the same meaning as the term Educational Agency at Education Law §2-d(1)(c) and Section 121.1(f), and in reference to the party to this Agreement shall mean the West Islip Union Free School District

"Third Party Contractor" shall mean any person or entity, other than an Educational Agency, that receives Student Data or Teacher or Principal Data from an Educational Agency pursuant to a contract or other written agreement for purposes of providing services to such Educational Agency, including but not limited to data management or storage services, conducting studies for or on behalf of such Educational Agency, or audit or evaluation of publicly funded programs. With reference to this agreement, "Third Party Contractor" shall be synonymous with "Contractor" and shall also include any and all subcontractors, persons or entities with whom the Contractor shares Student Data and/or Principal or Teacher Data pursuant to a contract or other written agreement for purposes of providing services to such Educational Agency, including but not limited to data management or storage services, conducting studies for or on behalf of such Educational Agency, or audit or evaluation of publicly funded programs, and in reference to the party to this Agreement shall mean Health Source Group, Inc.

b. "Student" means any person attending or seeking to enroll in an Educational Agency.

- c. "Student Data" means Personally Identifiable Information of a "Student."
- d. "Eligible Student" means a Student who is eighteen years or older.
- e. "Parent" means a parent, legal guardian, or personal in parental relation to a Student.
- f. "Building Principal" or "Principal" means a building principal subject to annual performance evaluation review under Education Law §3012-c.
- g. "Classroom Teacher" or "Teacher" means a teacher subject to annual performance evaluation review under Education Law §3012-c.
- h. "Teacher or Principal Data" means Personally Identifiable Information from the records of an Educational Agency relating to the annual professional performance reviews of classroom teachers or principals that is confidential and not subject to release under the provisions of Education Law §3012-c.
- i. "Personally Identifiable Information" shall have the following meanings:
  - i. As applied to Student Data, shall mean Personally Identifiable Information as defined in 34 CFR 99.3 implementing the Family Educational Rights and Privacy Act (FERPA)
  - ii. As applied to Teacher or Principal Data, shall mean Personally Identifiable Information as that term is defined in Education Law §3012-c.
- 2. The District has developed the Parents Bill of Rights for Data Privacy and Security, the terms of which are applicable to the Agreement between the District and Contractor and are incorporated into this Supplemental Agreement. The Parents Bill of Rights for Data Privacy and Security states:
  - a. A student's personally identifiable information cannot be sold or released for any commercial purposes.
  - b. Parents have the right to inspect and review the complete contents of their child's education record maintained by the West Islip Union Free School District.
  - c. State and federal laws protect the confidentiality of personally identifiable information. Safeguards associated with industry standards and best practices, including but not limited to, encryption, firewalls, and password protection, must be in place when data is stored or transferred.
  - d. A complete list of all student data elements collected by the State is available for public review at

 $\underline{http://www.p12.nysed.gov/irs/sirs/documentation/NYSED studentData.xlsx}$ 

or a copy may be obtained by writing to:

## Office of Information & Reporting Services

## New York State Education Department, Room 863 EBA

## 89 Washington Avenue

## Albany, NY 12234

e. Parents have the right to have complaints about possible breaches of student data addressed. Complaints should be directed to:

Dr. Patrick Kiley-Rendon, Exec. Director for Tech. & Innovation

West Islip UFSD

One Lions Path

West Islip, New York, 11795

631-930-1570

## P.KileyRendon@wi.k12.ny.us

- f. "Supplemental information" for each contract into which the District enters with a third party who receives student data or teacher or principal data shall:
  - i. state the exclusive purposes for which the student data or teacher or principal data will be used;
  - ii. specify how the third party contractor will ensure that the subcontractors, persons or entities that the third party contractor will share the student data or teacher or principal data with, if any, will abide by data protection and security requirements;
  - iii. stipulate when the agreement expires and what will happen to the student data or teacher or principal data upon expiration of the agreement;
  - iv. include if and how a parent, student, eligible student, teacher or principal may challenge the accuracy of the student data or teacher or principal data that is collected; and
  - v. state where the student data or teacher or principal data will be stored and the security protections taken to ensure such data will be protected.

This Bill of Rights is subject to change based on regulations of the Commissioner of Education and the New York State Education Department's Chief Privacy Officer, as well as emerging guidance documents.

3. As required by Education Law §2-d(3)(c) and Section 121.3 of the Regulations, the District has developed the following "supplemental information" for the Agreement with the Contractor:

- a. Student Data and/or Teacher or Principal Data which the Contractor comes into possession as part of its Agreement with the District shall be used for the following exclusive purpose(s): to provide tutorial services in accordance with the underlying agreement.
- b. The Contractor will ensure that any and all subcontractors, persons or entities that the Contractor may share the Student Data and/or Principal or Teacher Data with will abide by the terms of the Agreement, this Supplemental Agreement, and the data protection and security requirements set forth in Education Law §2-d and Part 121 of the Regulations.
- c. The duration of this agreement coincides with the duration of the parties' underlying Agreement, which is currently set to expire on June 30, 2024. When the Agreement between the District and the Contractor expires or terminates, the Contractor shall return to the District all remaining Student Data and/or Principal or Teacher Data or, if agreed to by the District, destroy the remaining Student Data and/or Principal or Teacher Data that the Contractor still maintains in any form.
- d. Any challenges concerning the accuracy of Student Data and/or Principal Data shall be handled directly between the District and the Parent, Student, Eligible Student, Teacher or Principal. The Contractor agrees to abide by the outcome of such challenges and make any corrections and/or changes to the applicable Student Data and/or Principal or Teacher Data as determined by the District." or "The Contractor and District agree to notify the other party of any challenge to the accuracy of Student Data and/or Principal Data. The District and Contractor agree that the party who is responsible for the development of the Student Data and/or Principal Data shall make the final determination with regard to any corrections and/or changes to the applicable Student Data and/or Principal or Teacher Data.
- e. The District and the Contractor hereby agree that the Student Data and/or Principal or Teacher Data shall be stored in the following manner: [Insert (i) a description of where Student Data and/or Principal or Teacher Data will be stored, described in a manner to protect data security, (ii) a description of the security protections taken to ensure Student Data and/or Principal or Teacher Data will be protected and data security and privacy risks are mitigated; and (iii) a description of how the Student Data and/or Principal or Teacher Data will be protected using encryption while in motion and at rest.]

See at	ttached	Data ?	Security	& Priva	cyPlan
-	-				

f. The parties hereby incorporate by reference the Data Privacy and Security Plan and Data Privacy Plan attached hereto as Appendix E.

<sup>4.</sup> As required by Education Law §2-d(5)(e), the Contractor hereby agrees that any officers or employees of the Contractor, including any subcontractors or assignees, who have access to

Student Data or Teacher or Principal Data will have or will receive training on the Federal and New York State laws governing confidentiality of Student Data and/or Principal or Teacher Data prior to receiving access.

- 5. As required by Education Law §2-d(5)(f), the Contractor hereby agrees that it shall:
  - a. Limit internal access to education records to those individuals that are determined to have legitimate educational interests;
  - b. Not use the educational records for any other purposes than those explicitly authorized in the Agreement or this Supplemental Agreement;
  - c. Except for authorized representatives of the Contractor to the extent they are carrying out the Agreement or this Supplemental Agreement, not disclose any Personally Identifiable Information to any other party:
    - i. Without the prior written consent of the Parent or Eligible Student; or
    - ii. Unless required by statute or court order and the party provides a notice of the disclosure to the State Education Department, District Board of Education, or institution that provided the information no later than the time the information is disclosed, unless providing notice of the disclosure is expressly prohibited by the statute or court order.
  - d. maintain reasonable administrative, technical and physical safeguards to protect the security, confidentiality and integrity of personally identifiable student information in its custody;
- 6. Breach and unauthorized release of Personally Identifiable Information:
  - a. In accordance with Education Law §2-d(6) and Section 121.11 of the Regulations, the Contractor shall be required to notify the District of any breach of security resulting in an unauthorized release of Student Data and/or Principal or Teacher Data by the Contractor or its subcontractors or assignees in violation of applicable state or federal law, the Parents Bill of Rights for Student Data Privacy and Security, the data privacy and security policies of the District and/or binding contractual obligations relating to data privacy and security, in the most expedient way possible and without unreasonable delay. The District shall, upon notification by the Contractor, be required to report to the Chief Privacy Officer, who is appointed by the State Education Department, any such breach of security and unauthorized release of such data.
  - b. In the case of an unauthorized release of Student Data, the District shall notify the Parent or Eligible Student of the unauthorized release of Student Data that includes Personally Identifiable Information from the student records of such Student in the most expedient way possible and without unreasonable delay. In the case of an unauthorized release of Teacher or Principal Data, the District shall notify each affected Teacher or Principal of the unauthorized release of data that includes Personally Identifiable Information from the Teacher or Principal's annual professional performance review in the most expedient way possible and without unreasonable delay.

c. In the case of notification to a Parent, Eligible Student, Teacher or Principal due to the unauthorized release of student data by the Contractor, or its subcontractors or assignees, the Contractor shall promptly reimburse the educational agency for the full cost of such notification, as required by Education Law §2-d(6)(c).

#### 7. Miscellaneous:

- a. The District and Contractor agree that if applicable laws change and/or if the Commissioner of Education implements Regulations which affects the obligations of the parties herein, this Agreement shall be deemed to incorporate such changes as necessary in order for the District and the Contractor to operate in compliance with the amendment or modified requirements under the applicable laws or regulations.
- b. Any ambiguity in this Agreement shall be resolved in favor of a meaning that permits the District to comply with the applicable laws or regulations.
- c. Nothing express or implied in this Agreement is intended to confer upon any person other than the District, Contractor and their respective successors and assigns any rights, remedies, obligations or liabilities.

IN WITNESS WHEREOF, the Parties hereto have duly executed this Agreement.

HEALTH SOURCE GROUP, INC.	WEST ISLIP UNION FREE SCHOOL DISTRICT
By: Dullo	By:
Print Name: Danelle Nelsa	Print Name:
Title: Executive Business Administrator	Title:
Date: 6/2/25	Date:



# **HEALTH SOURCE GROUP**

25 Newbridge Road Suite 312 Hicksville, NY 11801 **Phone:** (516) 605-1310 **Fax:** (516) 605-1306 www.healthsourcegroup.com

#### **Data Security and Privacy Plan**

Health Source Group, Inc. will treat "Protected Data" (as defined below) as confidential and shall protect the nature of the Protected Data by using the same degree of care, but not less than a reasonable degree of care, as it uses to protect its own confidential data, so as to prevent the unauthorized dissemination or publication of Protected Data to third parties. Health Source Group, Inc. shall not disclose Protected Data other than to those of its employees or agents who have a need to know such Protected Data under this Agreement. Health Source Group, Inc. shall not use Protected Data for any other purposes than those explicitly provided for in its agreement with the disclosing party from which it received Protected Data. All Protected Data shall remain the property of the disclosing party. As more fully discussed below, Health Source Group, Inc. shall have in place sufficient internal controls to ensure that Protected Data is safeguarded in accordance with all applicable laws and regulations, including, but not limited to, CIPA, FERPA and HIPAA, if applicable.

"Protected Data" includes any information rendered confidential by State or federal law, including, but not limited to student data, student demographics, scheduling, attendance, grades, health and discipline tracking, and all other data reasonably considered to be sensitive or confidential data by a customer.

State, federal, and local data security and privacy contract requirements will be implemented by utilizing Best practices and industry standards with respect to data storage, privacy and protection, including, but not limited to encryption, firewalls, passwords, protection of off-site records, and limitations of access to stored data to authorized staff shall be implemented as follows:

Health Source Group, Inc. management team and technical management will have monthly trainings and a technician who monitors all IT safety and data security regularly.

Measures to secure Protected Data and to limit access to such data to authorized staff will include:

Physical and technical security measures are conducted by abiding by HIPAA regulations and laws. Office doors are locked at all times only accessible by key. Computers are password protected; passwords are changed regularly as per company mandate.



# HEALTH SOURCE GROUP

25 Newbridge Road Suite 312 Hicksville, NY 11801 **Phone:** (516) 605-1310 **Fax:** (516) 605-1306 www.healthsourcegroup.com

80 Eighth Avenue Suite 1106 New York, NY 10011

Subcontractors, persons or entities with which Health Source Group, Inc. will share Protected Data, if any, will abide by the requirements of this data security and privacy plan, and any contractual obligations with respect to Protected Data set forth in the agreement with the disclosing party.

Internal access to Protected Data shall be limited to those individuals that are determined to have legitimate educational interests.

Protected Data shall not be used for any other purposes than those explicitly authorized by contract with an educational agency.

Protected Data shall not be re-disclosed to any third-party (i) without the prior written consent of the parent or eligible student; or (ii) unless required by statute or court order and the party provides a notice of the disclosure to the New York State Education Department, educational agency, or institution that provided the information no later than the time the information is disclosed, unless providing notice of the disclosure is expressly prohibited by the statute or court order;

Reasonable administrative, technical and physical safeguards to protect the security, confidentiality and integrity of Protected Data shall be maintained.

Encryption technology shall be used to protect data while in motion or in Health Source Group, Inc.'s custody from unauthorized disclosure.

#### CONSULTANT SERVICES CONTRACT

This Agreement is entered into this 1st day of July, 2025, by and between the Board of Education of the West Islip School District (hereinafter the "DISTRICT"), having its principal place of business for the purpose of this Agreement at 100 Sherman Avenue, West Islip, New York, and Homecare Therapies LLC/dba Horizon Healthcare Staffing (hereinafter the "CONSULTANT"), having a principal mailing address of 20 Jerusalem Avenue, 3<sup>rd</sup> floor, Hicksville, NY 11801.

#### A. TERM

1. The term of this Agreement shall be from July 1, 2025 through June 30, 2026, inclusive, unless terminated early as provided for in this Agreement. It is understood that the DISTRICT is under no obligation to renew this Agreement upon its expiration.

#### **B. CONDITIONS**

In performing services specified in this Agreement, it is understood that:

- 1. CONSULTANT will be engaged as an Independent Contractor, and therefore be solely responsible for the payment of federal and state income taxes applicable to this Agreement.
- 2. Neither CONSULTANT nor any of its employees, agents, or assigns will be eligible for any employee benefits whatsoever relative to this contract including, but not limited to, social security, New York State Worker's Compensation, unemployment insurance, New York State Employees' Retirement System, health or dental insurance, or malpractice insurance, or the like.
- 3. This Agreement, and any amendments to this Agreement, will not be in effect until agreed to in writing, and signed by authorized representatives of both parties.

#### 4. Defense / Indemnification

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

- b. DISTRICT agrees to defend, indemnify and hold harmless the CONSULTANT, its officers, directors, agents, or employees against all claims, demands, actions, lawsuits, costs, damages and expenses, including attorneys' fees, judgments, fines and amounts arising from any willful act, omission, error, recklessness or negligence of the DISTRICT, its officers, directors, agents or employees in connection with the performance of services pursuant to this Agreement. The obligations pursuant to this provision shall survive the termination of this Agreement.
- 5. District agrees not to hire a nurse referred by Horizon Healthcare Staffing within one year of the referral without written permission from Horizon.

#### C. <u>SERVICES AND RESPONSIBILITIES</u>

1. The CONSULTANT shall provide services set forth in this Agreement. CONSULTANT shall provide a variety of consulting activities, as follows:

## NURSING SERVICES AS PER ATTACHED RATE SHEET FOR SUMMER AND FALL 2025-2026

- 2. CONSULTANT shall perform all services under this Agreement in accordance with all applicable Federal, State and local laws, rules, and regulations, as well as the established policy guidance from the New York State Department of Education.
- 3. CONSULTANT hereby represents that he is duly licensed and/or certificated to perform the services set forth in this Agreement. CONSULTANT shall provide the appropriate proof by providing copies of required licenses/certifications of all professionals providing services to student(s) under this Agreement, and any other license or certification applicable.
- 4. CONSULTANT shall provide all services pursuant to this Agreement in a competent, professional and timely manner. CONSULTANT shall obtain any necessary documents from the New York Teachers Retirement System to perform services as a retiree, if applicable.
- 5. CONSULTANT acknowledges that the DISTRICT retains supervisory control over him to the same extent as if CONSULTANT were employed by the District.

#### D. COMPENSATION

- 1. CONSULTANT shall submit invoices for payment on a monthly basis. The DISTRICT shall pay CONSULTANT within thirty (30) days of the DISTRICT's receipt of a detailed written invoice from the CONSULTANT. Said invoice shall include the services provided, the total hours, the dates that the invoice covers, and the total amount due for the period specified.
- 2. Compensation shall be as per attached 2025-2026 Rate Sheet.

#### E. **INSURANCE**

- 1. CONSULTANT, at its sole expense, shall procure and maintain such policies of commercial general liability, malpractice and other insurance as shall be necessary to insure the CONSULTANT and the DISTRICT, including the Board of Education, employees and volunteers, as additional insured, against any claim for liability, personal injury, or death occasioned directly or indirectly by CONSULTANT in connection with the performance of CONSULTANT'S responsibilities under this Agreement; each such policy shall provide a minimum coverage of One Million Dollars (\$1,000,000.00) per occurrence subject to an annual aggregate of Three Million Dollars (\$3,000,000).
- 2. CONSULTANT shall provide the DISTRICT will a certificate of insurance naming the DISTRICT as an indemnified party to the extent of including the DISTRICT, Board of Education, Employees and Volunteers as Additional Insured, a copy of the Declaration pages and of policies, and a copy of the additional insured endorsement.

#### F. TERMINATION

- 1. The CONSULTANT'S services shall be at the will of the Board of Education of the DISTRICT. The DISTRICT may terminate the appointment at any time prior to the end of the term with or without cause.
- The parties agree that CONSULTANT'S failure to comply with any terms or conditions of this Agreement will be deemed a material breach of contract, and will provide a basis for the DISTRICT to immediately terminate this Agreement without any further liability to CONSULTANT.
- 3. In the event the CONSULTANT or the DISTRICT terminates this Agreement with or without cause, such termination of the Agreement shall not discharge the parties' existing obligations to each other as of the effective date of termination.

#### G. <u>SUCCESSORS AND ASSIGNS</u>

It is expressly understood that this Agreement shall not be assigned or transferred without prior written consent of the other party.

#### H. WAIVER OF RIGHTS

The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce every provision of this Agreement.

#### I. SEVERABILITY

Should any provision of this Agreement, for any reason, be declared invalid and/or unenforceable, such decision shall not affect the validity of the remaining provisions of this Agreement. Such remaining provisions shall remain in full force and effect as if this Agreement had been executed with the invalid provision(s) eliminated.

#### J. GOVERNING LAW

This Agreement and the rights and obligations of the parties hereunder shall be construed in accordance with, and governed by, the laws and regulations of the State of New York and applicable Federal laws and regulations.

#### K. ENTIRE AGREEMENT

1. This Agreement is the complete and exclusive statement of the Agreement between the parties, and supersedes all prior or contemporaneous, oral or written: agreements, proposals, understandings, representations, conditions or covenants between the parties relating to the subject matter of the Agreement.



### NON-HIRE CLAUSE Contract for Services 2025-2026 School Year

#### Non-Hire:

- A. School agrees not to directly or indirectly hire, or to use the services of any Clinician assigned to it by Horizon within one (1) year after the last date of the Clinician's assignment. In the event School either: (i) employs any Clinician on a permanent or temporary basis, (ii) uses any Clinician's services in a consulting or freelance capacity, or (iii) uses any Clinician's services through another staffing agency, School agrees to pay Horizon liquidated damages of the higher of: (1) Horizon's lost income as a result of the direct or indirect hire, or (2) the calculated placement fee from the schedule below. It is hereby agreed that said liquidated damages are reasonable and appropriate to compensate Horizon for the introduction fee associated with the referral.
- B. \*\*In the event one Horizon Staff person is utilized more than an accumulated 1200 hours through Horizon, Horizon will waive permanent placement fees if School District chooses to hire the individual directly.

The permanent placement fees (temp to perm) below are to be paid by School District:

If School District decides to hire a Horizon Staff person furnished by Horizon, School District agrees to pay:

25% of the Horizon staff person's annual salary if they are hired before the person has worked 0-400 hours.

15% of the Horizon staff person's annual salary if they are hired and the person has worked 401 - 800 hours.

10% of the Horizon staff person's annual salary if they are hired before the person has worked 801-1200 hours.

0% of the Horizon staff person's annual salary if they are hired after the person has worked 1200 hours.

Tina Longo, CVT
Director of Medical Services
Horizon Healthcare Staffing

Print Name - Board of Education

Signature - Board of Education

- 2. This Agreement may not be changed orally, but only by an Agreement, in writing, signed by the authorized representatives of both parties.
- 3. To be in force and effect, this Agreement must be approved by the Board of Education.

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

Homecare Therapies LLC/dba Horizon Healthcare Staffing

West Islip Union Free School District

BY:

Executive Director

President, Board of Education

Horizon Healthcare Staffing





Horizon Group

Please be advised that the rate schedule being submitted by Home Care Therapies d/b/a Horizon Healthcare Staffing and affiliate Horizon Staffing Solutions for West Islip UFSD are valid through June 30, 2026. The rate schedule is subject to yearly rate increases and will be based on West Islip UFSD approval for each subsequent year.

Homecare Therapies LLC/dba Horizon Healthcare Staffing and affiliate Horizon Staffing Solutions Services and Rates

	2025-2026	
Registered Nurse (RN)	\$76.00 per hour	- Health Office / Trip
Registered Nurse (RN)	\$77.00 per hour	- 1:1 (Skilled Nursing Services)
Registered Nurse Specialty	\$80.00 per hour	<ul> <li>1:1 (enhanced nursing services for medically fragile special needs students) *</li> </ul>
RN Overnight School Trips	\$76.00 per hour	- Day Hours (7:30 am- 8:30 pm)
	\$11.00 per hour	- On-Call hours (8:30 pm-7:30 am) **
Registered Nurse Visit (dispense meds)	\$125.00 per visit	
Licensed Practical Nurse (LPN)	\$66.00 per hour	- Health Office / Trip
Licensed Practical Nurse (LPN)	\$66.00 per hour	- 1:1 Skilled Nursing Services
Licensed Practical Nurse (LPN) Specialty	\$69.25 per hour	<ul> <li>- 1:1 (enhanced nursing services for medically fragile special needs students) *</li> </ul>
Certified Nursing Assistant (CNA)	\$37.75 per hour	
Home Health Aide	\$37.75 per hour	****
Paraprofessional – 1:1	\$35.00 per hour	***
Paraprofessional – 2:1 or greater	\$39.00 per hour	* * * *
Student Transportation ONLY-RN	\$100,00 per hour	(1.5 hour minimum each way) ***
Student Transportation ONLY- LPN	\$80.00 per hour	(1.5 hour minimum each way) ***
Student Transportation ONLY- CNA/PARA Psychologist- Ph.D. Psychologist Mustan Level	\$65.00 per hour \$150.00 per hour	(2.0 hours minimum each way) *** & ****
Psychologist- Master Level Social Worker	\$105.00 per hour	
	\$68.00 per hour	(visit- one-hour minimum)
Board Certified Behavior Analyst (BS) Board Certified Behavior Analyst (MS)	\$80.00 per hour \$105.00 per hour	(visit-one hour minimum)
Board Certified Behavior Analyst (Ph. D)	\$130.00 per hour	(visit-one hour minimum)
Registered Behavior Technician (RBT)	\$70.00 per hour	(visit- one hour minimum)
Registered Behavioral Technician (RBT)	\$300.00 day rate	(flat rate -full day minimum up to 7.0 hours)
ABA Evaluations	\$145.00 per hour	(one hour minimum per evaluation)
Teaching Assistant (NYS certified)	\$48.00 per hour	
Teacher's Aide (Instructional- non-certified)	\$37.00 per hour	

- \* Registered Nurse/ Licensed Practical Nurse Specialty requested for a student will need additional authorization.
- \*\* If the clinician's services are required during the on-call hours, the rate will be \$76.00 per hour for the duration of the time the nurse's services is required.
- \*\*\* This service is <u>only</u> for students needing a clinician on the bus ride to and from school and <u>NOT</u> in school during the day.



Horizon Group

## Related Educational Services - Session Rates

•
0 (2)
or
or
•
2 or

- \* Mandates of more than thirty (30) minutes will be prorated.
- \* When Occupational, Physical, and or Speech Therapy Services are provided for one single student at a site or home based the rate is \$115.00 per thirty (30) minute session.

### Horizon Healthcare Staffing



Horizon Group

Rate Schedule

- \*\*\*\* Often individuals with these titles do not have a car to travel to the assignment. School may authorize, in writing, up to \$40 per day in travel reimbursement that would be paid to the assigned individual. This would be added to the invoice.
- If the same clinician works in the School District more than 40 hours a week, Horizon will bill 1.5 times the rates above to account for overtime.
- The minimum daily school assignment (s) is four (4) hours. School or trip assignments lasting less than four (4) hours will be billed for the entire four (4) hours.
- Cancellation: School may cancel a scheduled shift up to twelve (12) hours prior to the scheduled shift: otherwise, a 50% charge will be billed for the lost shift wages.
- If a clinician must stay beyond the student's <u>scheduled IEP or school hours</u>, Horizon reserves the right to bill School District for the extra time involved.

#### Supplemental Agreement between the

#### West Islip Union Free School District

#### and

#### Homecare Therapies LLC/dba Horizon Healthcare Staffing

Supplemental Agreement dated this 1st day of July, 2025 between the West Islip Union Free School District (the "District"), located at 100 Sherman Avenue, West Islip, New York and, **Homecare Therapies LLC/dba Horizon Healthcare Staffing,** WHEREAS, the District and Contractor have entered into a contract or other written agreement (hereinafter the "Agreement") whereby the Contractor may receive Student Data or Teacher or Principal Data, as those terms are defined in Education Law §2-d and 8 NYCRR 121.1; and

WHEREAS, the District and Contractor wish to enter into an agreement in order to comply with Education Law §2-d and 8 NYCRR Part 121 (hereinafter "Supplemental Agreement").

NOW THEREFORE, in consideration of the mutual promises below, the District and Contractor agree as follows:

- 1. <u>Defined Terms</u>: Unless otherwise indicated below or elsewhere in this Supplemental Agreement, all capitalized terms shall have the meanings provided in Education Law §2-d and Section 121.1 of the Regulations of the Commissioner of Education (hereinafter "Regulations").
  - a. "Educational Agency" shall generally have the same meaning as the term Educational Agency at Education Law §2-d(1)(c) and Section 121.1(f), and in reference to the party to this Agreement shall mean the West Islip Union Free School District

"Third Party Contractor" shall mean any person or entity, other than an Educational Agency, that receives Student Data or Teacher or Principal Data from an Educational Agency pursuant to a contract or other written agreement for purposes of providing services to such Educational Agency, including but not limited to data management or storage services, conducting studies for or on behalf of such Educational Agency, or audit or evaluation of publicly funded programs. With reference to this agreement, "Third Party Contractor" shall be synonymous with "Contractor" and shall also include any and all subcontractors, persons or entities with whom the Contractor shares Student Data and/or Principal or Teacher Data pursuant to a contract or other written agreement for purposes of providing services to such Educational Agency, including but not limited to data management or storage services, conducting studies for or on behalf of such Educational Agency, or audit or evaluation of publicly funded programs, and in reference to the party to this Agreement shall mean Homecare Therapies LLC/dba Horizon Healthcare Staffing.

- b. "Student" means any person attending or seeking to enroll in an Educational Agency.
- c. "Student Data" means Personally Identifiable Information of a "Student."
- d. "Eligible Student" means a Student who is eighteen years or older.

- e. "Parent" means a parent, legal guardian, or personal in parental relation to a Student.
- f. "Building Principal" or "Principal" means a building principal subject to annual performance evaluation review under Education Law §3012-c.
- g. "Classroom Teacher" or "Teacher" means a teacher subject to annual performance evaluation review under Education Law §3012-c.
- h. "Teacher or Principal Data" means Personally Identifiable Information from the records of an Educational Agency relating to the annual professional performance reviews of classroom teachers or principals that is confidential and not subject to release under the provisions of Education Law §3012-c.
- i. "Personally Identifiable Information" shall have the following meanings:
  - i. As applied to Student Data, shall mean Personally Identifiable Information as defined in 34 CFR 99.3 implementing the Family Educational Rights and Privacy Act (FERPA)
  - ii. As applied to Teacher or Principal Data, shall mean Personally Identifiable Information as that term is defined in Education Law §3012-c.
- 2. The District has developed the Parents Bill of Rights for Data Privacy and Security, the terms of which are applicable to the Agreement between the District and Contractor and are incorporated into this Supplemental Agreement. The Parents Bill of Rights for Data Privacy and Security states:
  - a. A student's personally identifiable information cannot be sold or released for any commercial purposes.
  - b. Parents have the right to inspect and review the complete contents of their child's education record maintained by the West Islip Union Free School District.
  - c. State and federal laws protect the confidentiality of personally identifiable information. Safeguards associated with industry standards and best practices, including but not limited to, encryption, firewalls, and password protection, must be in place when data is stored or transferred.
  - d. A complete list of all student data elements collected by the State is available for public review at

http://www.p12.nysed.gov/irs/sirs/documentation/NYSEDstudentData.xlsx

or a copy may be obtained by writing to:

#### Office of Information & Reporting Services

#### New York State Education Department, Room 863 EBA

#### 89 Washington Avenue

#### Albany, NY 12234

e. Parents have the right to have complaints about possible breaches of student data addressed. Complaints should be directed to:

Dr. Patrick Kiley-Rendon, Exec. Director for Tech. & Innovation

West Islip UFSD

One Lions Path

West Islip, New York, 11795

631-930-1570

### p.kileyrendon@wi.k12.ny.us

- f. "Supplemental information" for each contract into which the District enters with a third party who receives student data or teacher or principal data shall:
  - i. state the exclusive purposes for which the student data or teacher or principal data will be used;
  - ii. specify how the third party contractor will ensure that the subcontractors, persons or entities that the third party contractor will share the student data or teacher or principal data with, if any, will abide by data protection and security requirements;
  - stipulate when the agreement expires and what will happen to the student data or teacher or principal data upon expiration of the agreement;
  - iv. include if and how a parent, student, eligible student, teacher or principal may challenge the accuracy of the student data or teacher or principal data that is collected; and
  - v. state where the student data or teacher or principal data will be stored and the security protections taken to ensure such data will be protected.

This Bill of Rights is subject to change based on regulations of the Commissioner of Education and the New York State Education Department's Chief Privacy Officer, as well as emerging guidance documents.

3. As required by Education Law §2-d(3)(c) and Section 121.3 of the Regulations, the District has developed the following "supplemental information" for the Agreement with the Contractor:

- a. Student Data and/or Teacher or Principal Data which the Contractor comes into possession as part of its Agreement with the District shall be used for the following exclusive purpose(s): to provide tutorial services in accordance with the underlying agreement.
- b. The Contractor will ensure that any and all subcontractors, persons or entities that the Contractor may share the Student Data and/or Principal or Teacher Data with will abide by the terms of the Agreement, this Supplemental Agreement, and the data protection and security requirements set forth in Education Law §2-d and Part 121 of the Regulations.
- c. The duration of this agreement coincides with the duration of the parties' underlying Agreement, which is currently set to expire on June 30, 2024. When the Agreement between the District and the Contractor expires or terminates, the Contractor shall return to the District all remaining Student Data and/or Principal or Teacher Data or, if agreed to by the District, destroy the remaining Student Data and/or Principal or Teacher Data that the Contractor still maintains in any form.
- d. Any challenges concerning the accuracy of Student Data and/or Principal Data shall be handled directly between the District and the Parent, Student, Eligible Student, Teacher or Principal. The Contractor agrees to abide by the outcome of such challenges and make any corrections and/or changes to the applicable Student Data and/or Principal or Teacher Data as determined by the District." or "The Contractor and District agree to notify the other party of any challenge to the accuracy of Student Data and/or Principal Data. The District and Contractor agree that the party who is responsible for the development of the Student Data and/or Principal Data shall make the final determination with regard to any corrections and/or changes to the applicable Student Data and/or Principal or Teacher Data.
- e. The District and the Contractor hereby agree that the Student Data and/or Principal or Teacher Data shall be stored in the following manner: [Insert (i) a description of where Student Data and/or Principal or Teacher Data will be stored, described in a manner to protect data security, (ii) a description of the security protections taken to ensure Student Data and/or Principal or Teacher Data will be protected and data security and privacy risks are mitigated; and (iii) a description of how the Student Data and/or Principal or Teacher Data will be protected using encryption while in motion and at rest.]

Horizon own & Here Jesewers and Employed Here own II team set III oversust Protection seech as escription while at Elst & molion Tue Work Parlyond & moeting san to Called a anytime

- f. The parties hereby incorporate by reference the Data Privacy and Security Plan and Data Privacy Plan attached hereto as Appendix E.
- 4. As required by Education Law §2-d(5)(e), the Contractor hereby agrees that any officers or employees of the Contractor, including any subcontractors or assignees, who have access to Student Data or Teacher or Principal Data will have or will receive training on the Federal and

New York State laws governing confidentiality of Student Data and/or Principal or Teacher Data prior to receiving access.

- 5. As required by Education Law §2-d(5)(f), the Contractor hereby agrees that it shall:
  - a. Limit internal access to education records to those individuals that are determined to have legitimate educational interests;
  - b. Not use the educational records for any other purposes than those explicitly authorized in the Agreement or this Supplemental Agreement;
  - c. Except for authorized representatives of the Contractor to the extent they are carrying out the Agreement or this Supplemental Agreement, not disclose any Personally Identifiable Information to any other party:
    - i. Without the prior written consent of the Parent or Eligible Student; or
    - ii. Unless required by statute or court order and the party provides a notice of the disclosure to the State Education Department, District Board of Education, or institution that provided the information no later than the time the information is disclosed, unless providing notice of the disclosure is expressly prohibited by the statute or court order.
  - d. maintain reasonable administrative, technical and physical safeguards to protect the security, confidentiality and integrity of personally identifiable student information in its custody;
- 6. Breach and unauthorized release of Personally Identifiable Information:
  - a. In accordance with Education Law §2-d(6) and Section 121.11 of the Regulations, the Contractor shall be required to notify the District of any breach of security resulting in an unauthorized release of Student Data and/or Principal or Teacher Data by the Contractor or its subcontractors or assignees in violation of applicable state or federal law, the Parents Bill of Rights for Student Data Privacy and Security, the data privacy and security policies of the District and/or binding contractual obligations relating to data privacy and security, in the most expedient way possible and without unreasonable delay. The District shall, upon notification by the Contractor, be required to report to the Chief Privacy Officer, who is appointed by the State Education Department, any such breach of security and unauthorized release of such data.
  - b. In the case of an unauthorized release of Student Data, the District shall notify the Parent or Eligible Student of the unauthorized release of Student Data that includes Personally Identifiable Information from the student records of such Student in the most expedient way possible and without unreasonable delay. In the case of an unauthorized release of Teacher or Principal Data, the District shall notify each affected Teacher or Principal of the unauthorized release of data that includes Personally Identifiable Information from the Teacher or Principal's annual professional performance review in the most expedient way possible and without unreasonable delay.

c. In the case of notification to a Parent, Eligible Student, Teacher or Principal due to the unauthorized release of student data by the Contractor, or its subcontractors or assignees, the Contractor shall promptly reimburse the educational agency for the full cost of such notification, as required by Education Law §2-d(6)(c).

#### 7. Miscellaneous:

- a. The District and Contractor agree that if applicable laws change and/or if the Commissioner of Education implements Regulations which affects the obligations of the parties herein, this Agreement shall be deemed to incorporate such changes as necessary in order for the District and the Contractor to operate in compliance with the amendment or modified requirements under the applicable laws or regulations.
- b. Any ambiguity in this Agreement shall be resolved in favor of a meaning that permits the District to comply with the applicable laws or regulations.
- c. Nothing express or implied in this Agreement is intended to confer upon any person other than the District, Contractor and their respective successors and assigns any rights, remedies, obligations or liabilities.

IN WITNESS WHEREOF, the Parties hereto have duly executed this Agreement.

Homecare Therapies LLC/dba Horizon Healthcare Staffing	West Islip Union Free School District
By: John WT	By:
Print Name: 71 na Longo	Print Name:
Title: Sessor	Title:
Date:	Date:



# Participation in the LISNDA Long Island Cooperative (LICOOP) 2025-2026 School Year

#### LICOOP MEMBER AGREEMENT

- Participating districts must be a member in good standing of the Long Island School Nutrition Directors Association (LISNDA) and have a School Lunch Manager, or Director, operating their program.
- Districts must provide a signed LICOOP Member Agreement annually before September 30th.
- Districts must provide a signed LICOOP District Resolution annually before September 30th. The Resolution requires school board approval; granting the district permission to participate in the cooperative, and authority for the cooperative to recommend bid awards to the school board. The Resolution should be passed at the yearly reorganization meeting for school districts.
- ➤ Districts participating in the LICOOP must remit payment of \$2500 by September 30th to the LICOOP Treasurer. This fee includes administrative, meetings, website, attorney, and advertising costs.
- > If the Agreement, Resolution or Annual Fee are not received by September 30th, the district will be unable to participate in the bid cycle for the next school year.
- > There are two (2) **MANDATORY** meetings each year, which **must** be attended by a representative of the school district. If a district is not represented at these meetings, without prior acceptable notification to the LICOOP Coordinator, they will be unable to participate in the bid cycle for the next school year.
- A member from each district **must** work on at least one bid team, or administrative position, to assist the LICOOP in meeting its goal of competitive and fair bidding. It is required that **all** members contribute by taking active roles in organizing, preparing, distributing, and analyzing bids, or any other tasks as necessary.
- It is the district's responsibility to actively participate in the bid process which includes, but is not limited to, bid development, item specifications, district volumes, vendor communication, collection of food labels, etc. All established timelines must be met. If timelines are not met, and participation is determined to be absent, the district forfeits bid participation for the remaining bid period and will be unable to participate in the bid cycle for the next school year. There may also be an additional fee up to \$2,000 assessed to cover the cost of completing tasks assigned and not done in a timely fashion. The fee will cover the cost of personnel and time to complete the original task.
- Districts must provide the names and email addresses of the Food Service Director and the Assistant Superintendent of their district. If the employees or email addresses change, the district must notify the Cooperative Coordinator and Secretary immediately.
- It is the district's responsibility to submit the bids to their board of education for award and approval to conduct business with recommended vendors if required.

Name of School District: West Islip Union Free	School District (UFSD)	
Food Service Director - Email Address	Assistant Superintendent	for Business - Email Address
m.steinweis@wi.k12.ny.us	e.pellati@wi.k12.ny.us	
Assistant Superintendent for Business - Name	Signature	Date
Elisa Pellati	Sen Res	614/25
Food Service DirectSchool Lunch Manager - Name	Signature	Date //
Melanie Steinweis	1001/900	.0/1/6)



# Participation in the LISNDA Long Island Cooperative (LICOOP)

#### 2025-2026 School Year

#### LICOOP DISTRICT RESOLUTION

- WHEREAS, It is the plan of a number of public-school districts in Nassau/Suffolk Counties, New York to bid jointly on selected Food Service Commodities, Food and Food Service Supplies for the 2025-2026 school year.
- WHEREAS, West Islip Union Free School District, is desirous of participating with other districts in Nassau/Suffolk Counties in the joint bidding of the commodities mentioned above as authorized by General Municipal Law, Section 119-0 and,
- WHEREAS, West Islip Union Free School District, wishes to appoint a committee to assume the responsibility for drafting of specification, advertising for bids, accepting and opening bids, reporting the results to the boards of education and making recommendations thereon; therefore,
- BE IT RESOLVED, that the BOARD OF EDUCATION FOR <u>West Islip Union Free School</u>

  <u>District</u>, hereby appoints Long Island School Nutrition Directors Association Long Island Cooperative to represent it in all matters related above, and,
- BE IT FURTHER RESOLVED, that <u>West Islip Union Free School District</u> Board of Education authorized the above-mentioned cooperative to represent it in all matters leading up to and entering into a contract for the purchase of the above-mentioned commodities, and,
- BE IT FURTHER RESOLVED, that <u>West Islip Union Free School District</u> Board of Education agrees to assume its equitable share of the costs of the cooperative bidding, and
- BE IT FURTHER RESOLVED, that <u>West Islip Union Free School District</u> Board of Education agrees (1) to abide by majority decisions of the participating districts on quality standards; (2) that unless all bids are rejected, it will award contracts according to the recommendations of the committee; (3) that after award of contract(s), it will conduct all negotiations directly with the successful bidder(s).

#### West Islip Union Free School District

Name of School District								
Anthony Tussie								
Anthony Tussie  President of the Board of Education - Name								
Authorized Signature	4							

AGENDA ITEM VI. B) PRESIDENT'S REPORT SM 6/17/2025

# Dr. James Grover

### Director of Math, Business Ed., Family Consumer Sciences

West Islip School District One Lion's Path West Islip, New York 11795 (631)504-5846

TO: Elisa Pellati

**FROM:** James Grover **DATE:** June 2025

**RE:** FACS Excess Books

I am requesting the surplus of obsolete books from the Family & Consumer Sciences Department at West Islip High School. These materials are in poor condition or are no longer relevant.

Working With Young Children, ISBN 1-56637-387-5, Copyright 1998 - 33 copies Working With Young Children, ISBN 1-56637-822-2, Copyright 2002 - 4 copies The Developing Child, ISBN 0-02-647730-0, Copyright 1997 - 27 copies

If you have any questions or concerns, please do not hesitate to contact me.

### DONATION:

WHEREAS, the West Islip Union Free School District is in receipt of donated funds in the amounts of \$2,505.54 from the Bayview Parent Teacher Association (PTA), which has been donated to support the purchase of a Bluetooth speaker/receiver for use in the Bayview gymnasium.

### RESOLUTION: INCREASE 2024-2025 BUDGET

BE IT RESOLVED, that the Board of Education hereby authorize the appropriation budget for the 2024-2025 school year to be increased to \$138,777,802.24 an increase of the \$2,505.54 donation from the Bayview PTA for the Bayview Elementary School.

### WEST ISLIP UFSD

# FORM TO REQUEST BOARD OF EDUCATION ACCEPTANCE OF GIFT OR DONATION

DONORNAME: Bayview PTA
DONOR ADDRESS: 165 Snedecor Are, West 15/10 NY 11795
DONATION: Cash or Check Goods Service
Please provide a listing of the item(s) to be donated and the related value.
Blockooth spaker receiver for gymnasium Check # 3505 \$ 2505.54 gg
Select the fund and provide the budget code(s) of where the donation should be recorded.  Alb20.427-999-4999  General Extracurricular Trust Budget Code Buillings + growds  Fund & Agency
Anticipated Date of Delivery to the School  June/July 2025
Any related installation costs?  Yes No Estimated Annual Cost  If "Yes" please attach approval from Assistant Superintendent for Business. HinStall Attin Included in amount
Any expected maintenance costs?  Yes  No  Estimated Annual Cost
Purpose of the donation? Improve acrdit for events, assembliq.
Which building/department will benefit from the donation?  Bayview Eliontary
Principal's/Administrator's Signature & Date
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.



# **WEST ISLIP UNION FREE SCHOOL DISTRICT**

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

**Food Services Department** 

Melanie Steinweis Director of Food Services

#### **MEMORANDUM**

TO:

Elisa Pellati, Assistant Superintendent for Business

FROM:

Melanie Steinweis

DATE:

6/10/2025

RE:

2025-2026 Income Eligibility Guidelines for Free and Reduced-Price Meals

Please include the attached resolution on the June 17, 2025 agenda for the Board of Education approval.

Thank you.,

RESOLVED, Effective July 1, 2025, New York State schools participating in the National School Lunch Program (NSLP) and/or School Breakfast Program (SBP) will offer reimbursable meals to students at no cost. West Islip Union Free School District participates in NSLP and/or SBP.

Free and Reduced Price meal applications may still be collected by your school to determine student eligibility based on the federal income eligibility criteria listed in the chart below.

# 2025-2026 INCOME ELIGIBILITY GUIDELINES FOR FREE AND REDUCED PRICE MEALS

TON FREE AND REDUCED FRICE MEALS											
Free Eligibility Scale					Reduced Price Eligibility Scale						
Free Lunch, Breakfast, Milk			Reduced Price Lunch, Breakfast								
Household Size	Annual	Monthly	Twice per Month	Every Two Weeks	Weekly	Household Size	Annual	Monthly	Twice per Month	Every Two Weeks	Weekly
1	\$ 20,345	\$ 1,696	\$ 848	\$ 783	\$ 392	1	\$ 28,953	\$ 2,413	\$ 1,207	\$ 1,114	\$ 557
2	\$ 27,495	\$ 2,292	\$ 1,146	\$ 1,058	\$ 529	2	\$ 39,128	\$ 3,261	\$ 1,631	\$ 1,505	\$ 753
3	\$ 34,645	\$ 2,888	\$ 1,444	\$ 1,333	\$ 667	3	\$ 49,303	\$ 4,109	\$ 2,055	\$ 1,897	\$ 949
4	\$ 41,795	\$ 3,483	\$ 1,742	\$ 1,608	\$ 804	4	\$ 59,478	\$ 4,957	\$ 2,479	\$ 2,288	\$ 1,144
5	\$ 48,945	\$ 4,079	\$ 2,040	\$ 1,883	\$ 942	5	\$ 69,653	\$ 5,805	\$ 2,903	\$ 2,679	\$ 1,340
6	\$ 56,095	\$ 4,675	\$ 2,338	\$ 2,158	\$ 1,079	6	\$ 79,828	\$ 6,653	\$ 3,327	\$ 3,071	\$ 1,536
7	\$ 63,245	\$ 5,271	\$ 2,636	\$ 2,433	\$ 1,217	7	\$ 90,003	\$ 7,501	\$ 3,751	\$ 3,462	\$ 1,731
8	\$ 70,395	\$ 5,867	\$ 2,934	\$ 2,708	\$ 1,354	8	\$ 100,178		\$ 4,175	\$ 3,853	\$ 1,927
Each Add'l person, add	\$ 7,150	\$ 596	\$ 298	\$ 275	\$138	Each Add'l person, add	\$ 10,175	\$ 848	\$ 424	\$ 392	\$ 196

SNAP/TANF/FDPIR Households: Households that currently include children who receive the Supplemental Nutrition Assistance Program (SNAP) but who are not found during the Direct Certification Matching Process (DCMP), or households that currently receive Temporary Assistance to Needy Families (TANF), or the Food Distribution Program on Indian Reservations (FDPIR) must complete an Application for Free and Reduced Price School Meals/Milk, listing the child's name, a valid SNAP, TANF, or FDPIR case number and the signature of an adult household member. Eligibility for free eligibility benefits based on participation in SNAP, TANF or FDPIR is extended to all children in the household. When known to the School Food Authority, households will be notified of their children's eligibility for free benefits based on their participation in the SNAP, TANF or the FDPIR programs. No application is necessary if the household was notified by the SFA their children have been directly certified. If the household is not sure if their children have been directly certified, the household should contact the school.

Other Source Categorical Eligibility: When known to the School Food Authority, households will be notified of any child's eligibility for free eligibility benefits based on the individual child's designation as Other Source Categorically Eligible, as defined by law. Children are determined Other Source Categorically Eligible if they are Homeless, Migrant, Runaway, a foster child, or Enrolled in Head Start or an eligible pre-kindergarten program.

Foster children that are under the legal responsibility of a foster care agency or court, are eligible for free benefits. Any foster child in the household is eligible for free eligibility benefits regardless of income. A separate application for a foster child is no longer necessary. Foster children may also be included as a member of the foster family if the foster family chooses to also apply for benefits for other children. Including children in foster care as household members may help other children in the household qualify for benefits. If non-foster children in a foster family are not eligible for free or reduced-price meal benefits, an eligible foster child will still receive free benefits

If children or households receive benefits under Assistance Programs or Other Source Categorically Eligible Programs and are not listed on the notice of eligibility and are not notified by the School Food Authority of their free meal benefits, the parent or guardian should contact the school or should submit an income application.

Other Households: Households may complete the Application for Free and Reduced-Price School Meals/Milk sent home with the letter to parents. One application for all children in the household should be submitted. Additional copies are available at the principal's office in each school. Applications may

be submitted any time during the school year to Melanie Steinweis, School Lunch Manager. Please contact Melanie Steinweis at 631-930-1510 with any questions regarding the application process.

Households notified of their children's eligibility must contact the School Food Authority if they choose to decline the free meal benefits. Households may apply for benefits at any time throughout the school year. Children of parents or guardians who become unemployed or experience a financial hardship mid-year may become eligible for free and reduced-price meals or free milk at any point during the school year.

Children in households receiving Women, Infants and Children (WIC) benefits may be eligible for free or reduced-price meals through the application process.

For up to 30 operating days into the new school year (or until a new eligibility determination is made, whichever comes first) an individual child's free or reduced-price eligibility status from the previous year will continue within the same School Food Authority.

The information provided on the application will be confidential and will be used for determining eligibility. The names and eligibility status of participants may also be used for the allocation of funds to federal education programs such as Title I and National Assessment of Educational Progress (NAEP), State health or State education programs, provided the State agency or local education agency administers the programs, and for federal, State or local means-tested nutrition programs with eligibility standards comparable to the NSLP. Eligibility information may also be released to programs authorized under the National School Lunch Act (NSLA) or the Child Nutrition Act (CNA). The release of information to any program or entity not specifically authorized by the NSLA will require a written consent statement from the parent or guardian.

The School Food Authority does, however, have the right to verify at any time during the school year the information on the application

Under the provisions of the policy, the designated official will review applications and determine eligibility. If a parent is dissatisfied with the ruling of the designated official, he/she may make a request either orally or in writing for a hearing to appeal the decision. Elisa Pellati, CPA, Assistant Superintendent for Business whose address is West Islip Union Free School District, Michael & Christine Freyer Administration Building, 100 Sherman Ave., West Islip, N.Y. 11795 has been designated as the Hearing Official. Hearing procedures are outlined in the policy. However, prior to initiating the hearing procedure, the parent or School Food Authority may request a conference to provide an opportunity for the parent and official to discuss the situation, present information, and obtain an explanation of the data submitted in the application or the decisions rendered. The request for a conference shall not in any way prejudice or diminish the right to a fair hearing.

Only complete applications can be approved. This includes complete and accurate information regarding: the SNAP, TANF, or FDPIR case number; the names of all household members; on an income application, the last four digits of the social security number of the person who signs the form or an indication that the adult does not have one, and the amount and source of income received by each household member. In addition, the parent or guardian must sign the application form, certifying the information is true and correct.

In the operation of child feeding programs, no child will be discriminated against because of race, sex, color, national origin, age, disability or limited English proficiency.

Nondiscrimination Statement: This explains what to do if you believe you have been treated unfairly.

In accordance with federal civil rights law and USDA civil rights regulations and policies, the USDA, its agencies, offices, employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident.

Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotape, American Sign Language, etc.) should contact the state or local agency that administers the program or contact USDA through the Telecommunications Relay Service at 711 (voice and TTY). Additionally, program information may be made available in languages other than English.

To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at How to File a Program Discrimination Complaint and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by:

1. mail:

U.S. Department of Agriculture Office of the Assistant Secretary for Civil Rights 1400 Independence Avenue, SW, Mail Stop 9410 Washington, D.C. 20250-9410; or

2. **fax:** (202) 690-7442; or

3. email:

program.intake@usda.gov

This institution is an equal opportunity provider.

# WI

# **WEST ISLIP UNION FREE SCHOOL DISTRICT**

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

**Food Services Department** 

Melanie Steinweis School Lunch Manager

#### **MEMORANDUM**

TO:

Elisa Pellati

FROM:

Melanie Steinweis

DATE:

6/10/2025

RE:

**Breakfast Exemption** 

Please include the attached resolution on the June 17, 2025 agenda for the Board of Education approval.

Thank you,

RESOLVED, that the West Islip Union Free School District shall request an exemption from implementing a school breakfast program in the below listed schools for the 2025-2026 school year.

BAYVIEW ELEMENTARY SCHOOL MANETUCK ELEMENTARY SCHOOL OQUENOCK ELEMENTARY SCHOOL PAUL J. BELLEW ELEMENTARY SCHOOL

June, 2025