WCSD ***Wallkill Central School District, 1500 Route 208, Box 310, Wallkill NY 12589***

TEL. (845) 895-7104, FAX (845) 895-8079

Tara Rounds
Assistant Superintendent for Special Education
and Intervention Services

Shannon LaRocco
Coordinator of Special Education

Julie Salisbury
Coordinator of Special Education

SEDCAR Services Agreement

This Services Agreement (the **"Agreement")** is made as of July 1, 2026 **("Effective Date")** by and between **Wallkill Central School District,** located at 1500 Route 208, Wallkill, New York 12589 (the **"District")** and **Abilities First,** with its principal place of business at **67 Meyers Corners Road, Wappingers Falls, New York 12590** (the **"Provider").** Provider and District may be referred to individually as a "Party" and together as the "Parties."

WHEREAS, the District is the Local Education Agency (LEA) for the purposes of receiving federal IDEA flow-through funds from New York State Education Department ("NYSED") for Part B, Section 611 (P.L. 94-142 for students with disabilities ages 3-21) and Section 619 (P.L. 99-457 for students with disabilities ages 3-5) and sub- allocating such funds to approved special education programs (ASEPs) for certain students with disabilities; and

WHEREAS, the Provider is an eligible approved special education program authorized to provide special education services to preschool and/or school-aged special education students; and

WHEREAS, the District is authorized to contract with the Provider to provide special education program for preschool and/or school-aged students with education disabilities who reside within the District and who are placed in such program for the provision of special education services.

NOW THEREFORE, the Parties mutually agree as follows:

1. The term of this Agreement shall be for the school year beginning **July 1, 2026** through **June 30, 2027.** Payment of the sub-allocation of such funds to the Provider shall be made on a per student basis.

2. In order to receive payment for the services rendered under this Agreement, the Provider must complete all required forms, particularly the SEDCAR-1 Form, in accordance with the schedule established by the NYSED. The Provider will receive payment from the District based on the total number of students as indicated on the SEDCAR-1 and subject to verification.

3. Within thirty (30) days of receipt of funds from SEO, the District will process the initial payment to the Provider. The Provider may submit an FS 25 Request for subsequent payment after receipt of the initial payment, which shall be accepted by the District as long as it is timely filed in accordance with the schedule established by the NYSED. The FS 1OF shall be completed by the Provider and submitted to the District no later than sixty (60) days after the close of the Provider's grant year. Upon receipt of the required forms, the District shall process payment of funds to the Provider.

4. All forms and notices that shall be given to the District shall be sent to the Board at the following address: PO Box 310 1500 Route 208, Wallkill, New York 12589.

5. The District shall process payments to the Provider in accordance with applicable laws. The Board is only obligated to process payments to the Provider for the provision of services in the approved program as permitted under IDEA. Payments made to the Provide pursuant to this Agreement shall be utilized only for the purpose as provided in IDEA.

6. The Provider shall maintain its books, records and accounts pertaining to the use of these funds in accordance with the requirements of the Reimbursable Cost Manual. The District, SED and the State Comptroller, or their authorized representative(s) shall have the right to conduct a fiscal audit of the Project supported by these funds, provided, however, that nothing in this Agreement will diminish or modify the audit procedures required in any other contract which the Provider may have with the District for the provision of special education or other services. Access to property and personnel related to the Provider's use of these funds shall be provided during an audit.

7. If, upon audit of this Agreement, the District determines that funds were used for unapproved uses, said funds shall be returned to the District upon request.

8. Except as otherwise directed by the District, the Provider shall, until six (6) years after the end of the term of the Agreement, or until six (6) years after the termination of the Agreement, retain all books and records required hereunder, including, without limitation, all cost and accounting records, employee certifications, staff (pedagogical and non-pedagogical) attendance, service and time records pertaining to the use of these funds. The Provider shall make all books and records available to the District, the SED, the State Comptroller, or their authorized representatives, for review and audit at such times during business hours as they may request.

9. The Provider shall furnish any additional data and reports, including, but not limited to SEO submissions, as the District deems to be related to the performance of the Agreement, upon request of the District. The Provider shall be given a reasonable time to respond to such requests.

10. The Provider shall comply with all applicable federal, state, and local laws in connection with the services to be provided by the Provider under this Agreement.

11. Provide assurances that all individuals prior to providing services to District residents under this Agreement are cleared by the New York State Education Department based upon fingerprint criminal background checks in accordance with the provisions contained in the SAVE Legislation. Appropriate written proof of such clearance shall be provided to the District prior to such individuals providing services to the District.

12. The District and the Provider may agree that if state law or regulation is amended during the term of this Agreement to provide for the flow-through to the Provider of funds from prior years known as "carryover funds," this Agreement may also pertain to the distribution of those funds in accordance with the requirements of the law or regulation.

13. Both Parties reserve the right to amend this Agreement, as may be necessary, in order to comply with any change in applicable law, regulations and guidelines governing the operation of this Agreement.

14. This Agreement may only be modified or amended by mutual agreement of the Parties, in writing.

15. The Parties to this Agreement will maintain their independent and separate identities, each having exclusive control of its own management, assets, and affairs. Neither Party will, by virtue of this Agreement, assume any liability or obligation of the other Party.

16. The Provider shall purchase from and maintain in a company or companies lawfully licensed to do business in the State of New York such insurance as will protect Provider and District from claims for which Provider may be legally liable, whether such operations be by Provider or by anyone directly or indirectly employed by Provider, or by anyone for whose acts Provider may be liable. Notwithstanding any terms, conditions or provisions in any other writing between the parties, Provider hereby agrees to effectuate the naming of District as an unrestricted additional insured on Provider's insurance policies, with the exception of workers' compensation and professional liability. If the policy is written on a claims-made basis, the retroactive date must precede the date of this Agreement. The policies naming District as an additional insured shall:

    a. Be purchased from an A.M. Best A- rated or better insurer, licensed to conduct business in New York State and licensed and admitted to issue insurance in New York State.

b. Contain a provision that provides District with 30-day prior written notice of the cancellation of any of Provider's policies.

c. State that the Provider's coverage shall be primary and non-contributory coverage for District, its Board of Education, officers , employees and volunteers.

d. The District shall be listed as an additional insured by using endorsement CG 20 26 or equivalent. The decision to accept an endorsement rests solely with District. A completed copy of the endorsement must be attached to the certificate of insurance.

The certificate of insurance must describe the services provided by Provider that are covered by the liability policies.

Required Insurance to be provided (all below insurance is mandatory for all Providers unless for good cause shown the Board of Education or Assistant Superintendent for Business has authorized in writing a modification that is attached hereto as Exhibit E):

Commercial General Liability
$1,000,000 per occurrence/$2,000,000 aggregate with no exclusions for athletic participants and with proof of coverage for sexual misconduct no less than
$1,000,000.

Worker's Compensation and N.Y.S. Disability
Statutory Workers' Compensation (C105.2 or U-26.3), Employers' Liability and
N.Y.S. Disability Benefits (DB-120.1) 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 proof of Workers' Compensation Insurance of Disability Benefits Insurance. A person claiming an exemption from Worker' Compensation Insurance must file a CE-200 form with the state and provide a copy of such form to the School District.

Professional Errors and Omissions Insurance
$2,000,000 per occurrence/$2,000,000 per aggregate for the professional acts of the PROVIDER performed under this Agreement for the SCHOOL DISTRICT. If written on a "claims-made" basis, the retroactive date must pre-date the inception of this Agreement. Coverage shall remain in effect for two years following the completion of the professional acts of the PROVIDER performed under this Agreement.

Umbrella/Excess Insurance
$3,000,000 each occurrence and aggregate. Umbrella/Excess coverage shall be on a follow-form basis over the required Commercial General Liability and Professional Liability coverage.

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

In the event that any of the insurance coverage to be provided by Provider contains a deductible or self-insured retention, Provider shall indemnify and hold District harmless from the payment of such deductible or self-insured retention, which deductible or self-insured retention shall in all circumstances remain the sole obligation and expense of Provider.

Provider shall provide District with evidence of the above insurance requirements upon execution of the within Agreement. Provider further acknowledges that its failure to obtain or keep current the insurance coverage required by this Agreement shall constitute a material breach of this Agreement and subjects Provider to liability for damages including, but not limited to, direct, indirect, consequential, special and any other damages District sustains as a result of this breach. In addition, Provider shall be responsible for the indemnification to District of any and all costs associated with such lapse in coverage including, but not limited to, reasonable attorneys' fees. At the District's request,

the Provider shall provide a copy of the declaration page of the liability and umbrella policies with a list of endorsements and forms. At the District's request, the Provider also will provide a copy of the policy endorsements and forms. The failure of the District to object to the contents of the evidence of insurance(s) or the absence of same shall not be deemed a waiver of any and all rights held by the District. Prior to commencement of its services, Provider shall obtain and pay for insurance as may be required to comply with the indemnification and hold harmless provisions outlined under this Agreement.

The District is a member/owner of the NY Schools Insurance Reciprocal (NYSIR). The Provider understands and acknowledges that the procurement of the insurance as required herein is intended to benefit not only the District but also the NYSIR, as the District's insurer.

17. The Provider shall indemnify, defend, and hold harmless the District, its Board of Education, officers, directors, agents and employees from all loss, costs, damages and expenses, including reasonable attorney's fees, judgments, fines and amounts paid in settlement in connection with a terminated, pending or completed action, suit or proceeding arising from any act, error or omission, misstatement, misleading statement, neglect or breach of duties by the Provider or any of its officers, directors, agents or employees taken or made with respect to this Agreement. In the event of a breach or unauthorized release of any personally identifiable information of District, its employees, students or administrators by the Provider, Provider must promptly reimburse the District for the full cost of any notifications the District is required to make as a result of the breach or unauthorized release.

18. The Provider agrees that it will not discriminate with respect to its provision of special education services in this Agreement on the grounds of race, religion, creed, color, national origin, sex, sexual orientation, gender identity or expression, age, disability, marital status, veteran status or other non-merit factors, nor shall it discriminate against any individual on such grounds.

19. The District represents and warrants that all non-public information communicated by the Provider to the District in connection with the performance of the services provided under this Agreement shall be regarded as confidential information, used only for the purposes of this Agreement, and in no event shall be disclosed to third parties, including the District's affiliates, partners, employees, agents, or representatives other than those listed herein, unless otherwise required by applicable law, judicial or administrative process, professional standards or a court or government agency of competent jurisdiction (other than as may be required for internal quality assurance, management, or legal review purposes) or if disclosure is in connection with litigation between the Parties arising hereunder. This provision survives termination or expiration of this Agreement.

20. This Agreement may be terminated for convenience by either party upon thirty (30) days written notice to the other party. In the event of such termination, the parties will adjust the accounts due and payable to Provider for services rendered. Provider will not incur any additional expenses upon receipt of District's notification that Provider 's services have been terminated. Upon any such termination, the parties shall endeavor in an orderly manner to wind down activities hereunder. In the event of termination, all reports and services due to District must be completed by the Provider within thirty (30) days of the termination date.

21. This Agreement may be terminated by District in the event of a material breach by Provider, upon three (3) days' written notice from District to Provider. In the event of such termination, District shall only pay Provider for services provided prior to the termination in full compliance with this Agreement and shall deduct from such sums (and if such sums are insufficient, Provider shall pay to District the additional sums required to compensate District for) any costs and damages incurred by the District as a result of the material breach(es) of this Agreement by Provider, including but not limited to the increased costs incurred by District to secure replacement services.

22. No exclusive rights are granted under this Agreement. Nothing contained in this Agreement shall be construed to render either Provider or District as a partner, agent or coventurer of the other. Each Party shall be responsible for its own debts, liabilities and obligations.

23. Any notice, demand or communication required, permitted or desired to be given hereunder shall be deemed given when personally delivered or sent via a nationally recognized overnight delivery service, to the addresses set forth herein, or to such other address as the Parties may designate in writing. Copies of notices to Provider shall be simultaneously sent to Provider's Office of Legal Affairs, attn.: General Counsel, at WMCLegalNotices@WMCHealth.org.

24. This Agreement may not be assigned in whole or in part, nor may any obligation hereunder be subcontracted by either Party without the prior written consent of the other Party.

25. This Agreement constitutes the entire agreement between the Parties hereto with respect to the subject matter hereof and shall supersede all previous negotiations, comments and writings.

26. This Agreement shall be construed in accordance with the laws of the State of New Yark, regardless of conflict of laws' provisions. Any litigation between the parties shall be brought in a court of competent jurisdiction in the County of Ulster in the State of New York.

27. In the event any provision of this Agreement is held to be unenforceable for any reason, the unenforceability thereof shall not affect the remainder of this Agreement, which shall remain in full force and effect and enforceable in accordance with its terms. This provision will survive termination or expiration of this Agreement.

28. This Agreement may be executed in any number of counterparts which, when taken together, will constitute one original, and photocopy, facsimile, electronic or other copies shall have the same effect for all purposes as an ink-signed original.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Effective Date.

Provider

By: _____

Name: Jeffrey Fox

Title: President & CEO

Wallkill Central School District

By: _____

Name: Thomas Frisbie

Title: Board of Education President

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SEDCAR Services Agreement

This Services Agreement (the **"Agreement"**) is made as of July 1, 2026 (**"Effective Date"**) by and between **Wallkill Central School District,** located at 1500 Route 208, Wallkill, New York 12589 (the **"District"**) and **Abilities First Preschool,** with its principal place of business at **67 Meyers Corners Road, Wappingers Falls, New York 12590** (the **"Provider"**). Provider and District may be referred to individually as a "Party" and together as the "Parties."

WHEREAS, the District is the Local Education Agency (LEA) for the purposes of receiving federal IDEA flow-through funds from New York State Education Department ("NYSED") for Part B, Section 611 (P.L. 94-142 for students with disabilities ages 3-21) and Section 619 (P.L. 99-457 for students with disabilities ages 3-5) and sub- allocating such funds to approved special education programs (ASEPs) for certain students with disabilities; and

WHEREAS, the Provider is an eligible approved special education program authorized to provide special education services to preschool and/or school-aged special education students; and

WHEREAS, the District is authorized to contract with the Provider to provide special education program for preschool and/or school-aged students with education disabilities who reside within the District and who are placed in such program for the provision of special education services.

NOW THEREFORE, the Parties mutually agree as follows:

1. The term of this Agreement shall be for the school year beginning **July 1, 2026** through **June 30, 2027.** Payment of the sub-allocation of such funds to the Provider shall be made on a per student basis.

2. In order to receive payment for the services rendered under this Agreement, the Provider must complete all required forms, particularly the SEDCAR-1 Form, in accordance with the schedule established by the NYSED. The Provider will receive payment from the District based on the total number of students as indicated on the SEDCAR-1 and subject to verification.

3. Within thirty (30) days of receipt of funds from SEO, the District will process the initial payment to the Provider. The Provider may submit an FS 25 Request for subsequent payment after receipt of the initial payment, which shall be accepted by the District as long as it is timely filed in accordance with the schedule established by the NYSED. The FS 1OF shall be completed by the Provider and submitted to the District no later than sixty (60) days after the close of the Provider's grant year. Upon receipt of the required forms, the District shall process payment of funds to the Provider.

4. All forms and notices that shall be given to the District shall be sent to the Board at the following address: PO Box 310 1500 Route 208, Wallkill, New York 12589.

5. The District shall process payments to the Provider in accordance with applicable laws. The Board is only obligated to process payments to the Provider for the provision of services in the approved program as permitted under IDEA. Payments made to the Provide pursuant to this Agreement shall be utilized only for the purpose as provided in IDEA.

6. The Provider shall maintain its books, records and accounts pertaining to the use of these funds in accordance with the requirements of the Reimbursable Cost Manual. The District, SED and the State Comptroller, or their authorized representative(s) shall have the right to conduct a fiscal audit of the Project supported by these funds, provided, however, that nothing in this Agreement will diminish or modify the audit procedures required in any other contract which the Provider may have with the District for the provision of special education or other services. Access to property and personnel related to the Provider's use of these funds shall be provided during an audit.

7. If, upon audit of this Agreement, the District determines that funds were used for unapproved uses, said funds shall be returned to the District upon request.

8. Except as otherwise directed by the District, the Provider shall, until six (6) years after the end of the term of the Agreement, or until six (6) years after the termination of the Agreement, retain all books and records required hereunder, including, without limitation, all cost and accounting records, employee certifications, staff (pedagogical and non-pedagogical) attendance, service and time records pertaining to the use of these funds. The Provider shall make all books and records available to the District, the SED, the State Comptroller, or their authorized representatives, for review and audit at such times during business hours as they may request.

9. The Provider shall furnish any additional data and reports, including, but not limited to SEO submissions, as the District deems to be related to the performance of the Agreement, upon request of the District. The Provider shall be given a reasonable time to respond to such requests.

10. The Provider shall comply with all applicable federal, state, and local laws in connection with the services to be provided by the Provider under this Agreement.

11. Provide assurances that all individuals prior to providing services to District residents under this Agreement are cleared by the New York State Education Department based upon fingerprint criminal background checks in accordance with the provisions contained in the SAVE Legislation. Appropriate written proof of such clearance shall be provided to the District prior to such individuals providing services to the District.

12. The District and the Provider may agree that if state law or regulation is amended during the term of this Agreement to provide for the flow-through to the Provider of funds from prior years known as "carryover funds," this Agreement may also pertain to the distribution of those funds in accordance with the requirements of the law or regulation.

13. Both Parties reserve the right to amend this Agreement, as may be necessary, in order to comply with any change in applicable law, regulations and guidelines governing the operation of this Agreement.

14. This Agreement may only be modified or amended by mutual agreement of the Parties, in writing.

15. The Parties to this Agreement will maintain their independent and separate identities, each having exclusive control of its own management, assets, and affairs. Neither Party will, by virtue of this Agreement, assume any liability or obligation of the other Party.

16. The Provider shall purchase from and maintain in a company or companies lawfully licensed to do business in the State of New York such insurance as will protect Provider and District from claims for which Provider may be legally liable, whether such operations be by Provider or by anyone directly or indirectly employed by Provider, or by anyone for whose acts Provider may be liable. Notwithstanding any terms, conditions or provisions in any other writing between the parties, Provider hereby agrees to effectuate the naming of District as an unrestricted additional insured on Provider's insurance policies, with the exception of workers' compensation and professional liability. If the policy is written on a claims-made basis, the retroactive date must precede the date of this Agreement. The policies naming District as an additional insured shall:

    a. Be purchased from an A.M. Best A- rated or better insurer, licensed to conduct business in New York State and licensed and admitted to issue insurance in New York State.

b. Contain a provision that provides District with 30-day prior written notice of the cancellation of any of Provider's policies.

c. State that the Provider's coverage shall be primary and non-contributory coverage for District, its Board of Education, officers , employees and volunteers.

d. The District shall be listed as an additional insured by using endorsement CG 20 26 or equivalent. The decision to accept an endorsement rests solely with District. A completed copy of the endorsement must be attached to the certificate of insurance.

The certificate of insurance must describe the services provided by Provider that are covered by the liability policies.

Required Insurance to be provided (all below insurance is mandatory for all Providers unless for good cause shown the Board of Education or Assistant Superintendent for Business has authorized in writing a modification that is attached hereto as Exhibit E):

Commercial General Liability
$1,000,000 per occurrence/$2,000,000 aggregate with no exclusions for athletic participants and with proof of coverage for sexual misconduct no less than
$1,000,000.

Worker's Compensation and N.Y.S. Disability
Statutory Workers' Compensation (C105.2 or U-26.3), Employers' Liability and
N.Y.S. Disability Benefits (DB-120.1) 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 proof of Workers' Compensation Insurance of Disability Benefits Insurance. A person claiming an exemption from Worker' Compensation Insurance must file a CE-200 form with the state and provide a copy of such form to the School District.

Professional Errors and Omissions Insurance
$2,000,000 per occurrence/$2,000,000 per aggregate for the professional acts of the PROVIDER performed under this Agreement for the SCHOOL DISTRICT. If written on a "claims-made" basis, the retroactive date must pre-date the inception of this Agreement. Coverage shall remain in effect for two years following the completion of the professional acts of the PROVIDER performed under this Agreement.

Umbrella/Excess Insurance
$3,000,000 each occurrence and aggregate. Umbrella/Excess coverage shall be on a follow-form basis over the required Commercial General Liability and Professional Liability coverage.

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

In the event that any of the insurance coverage to be provided by Provider contains a deductible or self-insured retention, Provider shall indemnify and hold District harmless from the payment of such deductible or self-insured retention, which deductible or self-insured retention shall in all circumstances remain the sole obligation and expense of Provider.

Provider shall provide District with evidence of the above insurance requirements upon execution of the within Agreement. Provider further acknowledges that its failure to obtain or keep current the insurance coverage required by this Agreement shall constitute a material breach of this Agreement and subjects Provider to liability for damages including, but not limited to, direct, indirect, consequential, special and any other damages District sustains as a result of this breach. In addition, Provider shall be responsible for the indemnification to District of any and all costs associated with such lapse in coverage including, but not limited to, reasonable attorneys' fees. At the District's request,

the Provider shall provide a copy of the declaration page of the liability and umbrella policies with a list of endorsements and forms. At the District's request, the Provider also will provide a copy of the policy endorsements and forms. The failure of the District to object to the contents of the evidence of insurance(s) or the absence of same shall not be deemed a waiver of any and all rights held by the District. Prior to commencement of its services, Provider shall obtain and pay for insurance as may be required to comply with the indemnification and hold harmless provisions outlined under this Agreement.

The District is a member/owner of the NY Schools Insurance Reciprocal (NYSIR). The Provider understands and acknowledges that the procurement of the insurance as required herein is intended to benefit not only the District but also the NYSIR, as the District's insurer.

17. The Provider shall indemnify, defend, and hold harmless the District, its Board of Education, officers, directors, agents and employees from all loss, costs, damages and expenses, including reasonable attorney's fees, judgments, fines and amounts paid in settlement in connection with a terminated, pending or completed action, suit or proceeding arising from any act, error or omission, misstatement, misleading statement, neglect or breach of duties by the Provider or any of its officers, directors, agents or employees taken or made with respect to this Agreement. In the event of a breach or unauthorized release of any personally identifiable information of District, its employees, students or administrators by the Provider, Provider must promptly reimburse the District for the full cost of any notifications the District is required to make as a result of the breach or unauthorized release.

18. The Provider agrees that it will not discriminate with respect to its provision of special education services in this Agreement on the grounds of race, religion, creed, color, national origin, sex, sexual orientation, gender identity or expression, age, disability, marital status, veteran status or other non-merit factors, nor shall it discriminate against any individual on such grounds.

19. The District represents and warrants that all non-public information communicated by the Provider to the District in connection with the performance of the services provided under this Agreement shall be regarded as confidential information, used only for the purposes of this Agreement, and in no event shall be disclosed to third parties, including the District's affiliates, partners, employees, agents, or representatives other than those listed herein, unless otherwise required by applicable law, judicial or administrative process, professional standards or a court or government agency of competent jurisdiction (other than as may be required for internal quality assurance, management, or legal review purposes) or if disclosure is in connection with litigation between the Parties arising hereunder. This provision survives termination or expiration of this Agreement.

20. This Agreement may be terminated for convenience by either party upon thirty (30) days written notice to the other party. In the event of such termination, the parties will adjust the accounts due and payable to Provider for services rendered. Provider will not incur any additional expenses upon receipt of District's notification that Provider 's services have been terminated. Upon any such termination, the parties shall endeavor in an orderly manner to wind down activities hereunder. In the event of termination, all reports and services due to District must be completed by the Provider within thirty (30) days of the termination date.

21. This Agreement may be terminated by District in the event of a material breach by Provider, upon three (3) days' written notice from District to Provider. In the event of such termination, District shall only pay Provider for services provided prior to the termination in full compliance with this Agreement and shall deduct from such sums (and if such sums are insufficient, Provider shall pay to District the additional sums required to compensate District for) any costs and damages incurred by the District as a result of the material breach(es) of this Agreement by Provider, including but not limited to the increased costs incurred by District to secure replacement services.

22. No exclusive rights are granted under this Agreement. Nothing contained in this Agreement shall be construed to render either Provider or District as a partner, agent or coventurer of the other. Each Party shall be responsible for its own debts, liabilities and obligations.

23. Any notice, demand or communication required, permitted or desired to be given hereunder shall be deemed given when personally delivered or sent via a nationally recognized overnight delivery service, to the addresses set forth herein, or to such other address as the Parties may designate in writing. Copies of notices to Provider shall be simultaneously sent to Provider's Office of Legal Affairs, attn.: General Counsel, at WMCLegalNotices@WMCHealth.org.

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Provider

By: _____

Name: Jeffrey Fox

Title: President & CEO

Wallkill Central School District

By: _____

Name: Thomas Frisbie

Title: Board of Education President

WCSD ***Wallkill Central School District, 1500 Route 208, Box 310, Wallkill NY 12589***

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Assistant Superintendent for Special Education
and Intervention Services

Shannon LaRocco
Coordinator of Special Education

Julie Salisbury
Coordinator of Special Education

SEDCAR Services Agreement

This Services Agreement (the **"Agreement")** is made as of July 1, 2026 **("Effective Date")** by and between **Wallkill Central School District,** located at 1500 Route 208, Wallkill, New York 12589 (the **"District")** and **Center for Spectrum Services,** with its principal place of business at **70 Kukuk Lane, Kingston, New York 12401**(the **"Provider").** Provider and District may be referred to individually as a "Party" and together as the "Parties."

WHEREAS, the District is the Local Education Agency (LEA) for the purposes of receiving federal IDEA flow-through funds from New York State Education Department ("NYSED") for Part B, Section 611 (P.L. 94-142 for students with disabilities ages 3-21) and Section 619 (P.L. 99-457 for students with disabilities ages 3-5) and sub- allocating such funds to approved special education programs (ASEPs) for certain students with disabilities; and

WHEREAS, the Provider is an eligible approved special education program authorized to provide special education services to preschool and/or school-aged special education students; and

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4. All forms and notices that shall be given to the District shall be sent to the Board at the following address: PO Box 310 1500 Route 208, Wallkill, New York 12589.

5. The District shall process payments to the Provider in accordance with applicable laws. The Board is only obligated to process payments to the Provider for the provision of services in the approved program as permitted under IDEA. Payments made to the Provide pursuant to this Agreement shall be utilized only for the purpose as provided in IDEA.

6. The Provider shall maintain its books, records and accounts pertaining to the use of these funds in accordance with the requirements of the Reimbursable Cost Manual. The District, SED and the State Comptroller, or their authorized representative(s) shall have the right to conduct a fiscal audit of the Project supported by these funds, provided, however, that nothing in this Agreement will diminish or modify the audit procedures required in any other contract which the Provider may have with the District for the provision of special education or other services. Access to property and personnel related to the Provider's use of these funds shall be provided during an audit.

7. If, upon audit of this Agreement, the District determines that funds were used for unapproved uses, said funds shall be returned to the District upon request.

8. Except as otherwise directed by the District, the Provider shall, until six (6) years after the end of the term of the Agreement, or until six (6) years after the termination of the Agreement, retain all books and records required hereunder, including, without limitation, all cost and accounting records, employee certifications, staff (pedagogical and non-pedagogical) attendance, service and time records pertaining to the use of these funds. The Provider shall make all books and records available to the District, the SED, the State Comptroller, or their authorized representatives, for review and audit at such times during business hours as they may request.

9. The Provider shall furnish any additional data and reports, including, but not limited to SEO submissions, as the District deems to be related to the performance of the Agreement, upon request of the District. The Provider shall be given a reasonable time to respond to such requests.

10. The Provider shall comply with all applicable federal, state, and local laws in connection with the services to be provided by the Provider under this Agreement.

11. Provide assurances that all individuals prior to providing services to District residents under this Agreement are cleared by the New York State Education Department based upon fingerprint criminal background checks in accordance with the provisions contained in the SAVE Legislation. Appropriate written proof of such clearance shall be provided to the District prior to such individuals providing services to the District.

12. The District and the Provider may agree that if state law or regulation is amended during the term of this Agreement to provide for the flow-through to the Provider of funds from prior years known as "carryover funds," this Agreement may also pertain to the distribution of those funds in accordance with the requirements of the law or regulation.

13. Both Parties reserve the right to amend this Agreement, as may be necessary, in order to comply with any change in applicable law, regulations and guidelines governing the operation of this Agreement.

14. This Agreement may only be modified or amended by mutual agreement of the Parties, in writing.

15. The Parties to this Agreement will maintain their independent and separate identities, each having exclusive control of its own management, assets, and affairs. Neither Party will, by virtue of this Agreement, assume any liability or obligation of the other Party.

16. The Provider shall purchase from and maintain in a company or companies lawfully licensed to do business in the State of New York such insurance as will protect Provider and District from claims for which Provider may be legally liable, whether such operations be by Provider or by anyone directly or indirectly employed by Provider, or by anyone for whose acts Provider may be liable. Notwithstanding any terms, conditions or provisions in any other writing between the parties, Provider hereby agrees to effectuate the naming of District as an unrestricted additional insured on Provider's insurance policies, with the exception of workers' compensation and professional liability. If the policy is written on a claims-made basis, the retroactive date must precede the date of this Agreement. The policies naming District as an additional insured shall:

    a. Be purchased from an A.M. Best A- rated or better insurer, licensed to conduct business in New York State and licensed and admitted to issue insurance in New York State.

b. Contain a provision that provides District with 30-day prior written notice of the cancellation of any of Provider's policies.

c. State that the Provider's coverage shall be primary and non-contributory coverage for District, its Board of Education, officers , employees and volunteers.

d. The District shall be listed as an additional insured by using endorsement CG 20 26 or equivalent. The decision to accept an endorsement rests solely with District. A completed copy of the endorsement must be attached to the certificate of insurance.

The certificate of insurance must describe the services provided by Provider that are covered by the liability policies.

Required Insurance to be provided (all below insurance is mandatory for all Providers unless for good cause shown the Board of Education or Assistant Superintendent for Business has authorized in writing a modification that is attached hereto as Exhibit E):

Commercial General Liability
$1,000,000 per occurrence/$2,000,000 aggregate with no exclusions for athletic participants and with proof of coverage for sexual misconduct no less than
$1,000,000.

Worker's Compensation and N.Y.S. Disability
Statutory Workers' Compensation (C105.2 or U-26.3), Employers' Liability and
N.Y.S. Disability Benefits (DB-120.1) 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 proof of Workers' Compensation Insurance of Disability Benefits Insurance. A person claiming an exemption from Worker' Compensation Insurance must file a CE-200 form with the state and provide a copy of such form to the School District.

Professional Errors and Omissions Insurance
$2,000,000 per occurrence/$2,000,000 per aggregate for the professional acts of the PROVIDER performed under this Agreement for the SCHOOL DISTRICT. If written on a "claims-made" basis, the retroactive date must pre-date the inception of this Agreement. Coverage shall remain in effect for two years following the completion of the professional acts of the PROVIDER performed under this Agreement.

Umbrella/Excess Insurance
$3,000,000 each occurrence and aggregate. Umbrella/Excess coverage shall be on a follow-form basis over the required Commercial General Liability and Professional Liability coverage.

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

In the event that any of the insurance coverage to be provided by Provider contains a deductible or self-insured retention, Provider shall indemnify and hold District harmless from the payment of such deductible or self-insured retention, which deductible or self-insured retention shall in all circumstances remain the sole obligation and expense of Provider.

Provider shall provide District with evidence of the above insurance requirements upon execution of the within Agreement. Provider further acknowledges that its failure to obtain or keep current the insurance coverage required by this Agreement shall constitute a material breach of this Agreement and subjects Provider to liability for damages including, but not limited to, direct, indirect, consequential, special and any other damages District sustains as a result of this breach. In addition, Provider shall be responsible for the indemnification to District of any and all costs associated with such lapse in coverage including, but not limited to, reasonable attorneys' fees. At the District's request,

the Provider shall provide a copy of the declaration page of the liability and umbrella policies with a list of endorsements and forms. At the District's request, the Provider also will provide a copy of the policy endorsements and forms. The failure of the District to object to the contents of the evidence of insurance(s) or the absence of same shall not be deemed a waiver of any and all rights held by the District. Prior to commencement of its services, Provider shall obtain and pay for insurance as may be required to comply with the indemnification and hold harmless provisions outlined under this Agreement.

The District is a member/owner of the NY Schools Insurance Reciprocal (NYSIR). The Provider understands and acknowledges that the procurement of the insurance as required herein is intended to benefit not only the District but also the NYSIR, as the District's insurer.

17. The Provider shall indemnify, defend, and hold harmless the District, its Board of Education, officers, directors, agents and employees from all loss, costs, damages and expenses, including reasonable attorney's fees, judgments, fines and amounts paid in settlement in connection with a terminated, pending or completed action, suit or proceeding arising from any act, error or omission, misstatement, misleading statement, neglect or breach of duties by the Provider or any of its officers, directors, agents or employees taken or made with respect to this Agreement. In the event of a breach or unauthorized release of any personally identifiable information of District, its employees, students or administrators by the Provider, Provider must promptly reimburse the District for the full cost of any notifications the District is required to make as a result of the breach or unauthorized release.

18. The Provider agrees that it will not discriminate with respect to its provision of special education services in this Agreement on the grounds of race, religion, creed, color, national origin, sex, sexual orientation, gender identity or expression, age, disability, marital status, veteran status or other non-merit factors, nor shall it discriminate against any individual on such grounds.

19. The District represents and warrants that all non-public information communicated by the Provider to the District in connection with the performance of the services provided under this Agreement shall be regarded as confidential information, used only for the purposes of this Agreement, and in no event shall be disclosed to third parties, including the District's affiliates, partners, employees, agents, or representatives other than those listed herein, unless otherwise required by applicable law, judicial or administrative process, professional standards or a court or government agency of competent jurisdiction (other than as may be required for internal quality assurance, management, or legal review purposes) or if disclosure is in connection with litigation between the Parties arising hereunder. This provision survives termination or expiration of this Agreement.

20. This Agreement may be terminated for convenience by either party upon thirty (30) days written notice to the other party. In the event of such termination, the parties will adjust the accounts due and payable to Provider for services rendered. Provider will not incur any additional expenses upon receipt of District's notification that Provider 's services have been terminated. Upon any such termination, the parties shall endeavor in an orderly manner to wind down activities hereunder. In the event of termination, all reports and services due to District must be completed by the Provider within thirty (30) days of the termination date.

21. This Agreement may be terminated by District in the event of a material breach by Provider, upon three (3) days' written notice from District to Provider. In the event of such termination, District shall only pay Provider for services provided prior to the termination in full compliance with this Agreement and shall deduct from such sums (and if such sums are insufficient, Provider shall pay to District the additional sums required to compensate District for) any costs and damages incurred by the District as a result of the material breach(es) of this Agreement by Provider, including but not limited to the increased costs incurred by District to secure replacement services.

22. No exclusive rights are granted under this Agreement. Nothing contained in this Agreement shall be construed to render either Provider or District as a partner, agent or coventurer of the other. Each Party shall be responsible for its own debts, liabilities and obligations.

23. Any notice, demand or communication required, permitted or desired to be given hereunder shall be deemed given when personally delivered or sent via a nationally recognized overnight delivery service, to the addresses set forth herein, or to such other address as the Parties may designate in writing. Copies of notices to Provider shall be simultaneously sent to Provider's Office of Legal Affairs, attn.: General Counsel, at WMCLegalNotices@WMCHealth.org.

24. This Agreement may not be assigned in whole or in part, nor may any obligation hereunder be subcontracted by either Party without the prior written consent of the other Party.

25. This Agreement constitutes the entire agreement between the Parties hereto with respect to the subject matter hereof and shall supersede all previous negotiations, comments and writings.

26. This Agreement shall be construed in accordance with the laws of the State of New Yark, regardless of conflict of laws' provisions. Any litigation between the parties shall be brought in a court of competent jurisdiction in the County of Ulster in the State of New York.

27. In the event any provision of this Agreement is held to be unenforceable for any reason, the unenforceability thereof shall not affect the remainder of this Agreement, which shall remain in full force and effect and enforceable in accordance with its terms. This provision will survive termination or expiration of this Agreement.

28. This Agreement may be executed in any number of counterparts which, when taken together, will constitute one original, and photocopy, facsimile, electronic or other copies shall have the same effect for all purposes as an ink-signed original.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Effective Date.

Provider

By: Shelly M. Beck

Name: Shelly M. Beck

Title: CFO

Wallkill Central School District

By: _____

Name: Thomas Frisbie

Title: Board of Education President

WCSD ***Wallkill Central School District, 1500 Route 208, Box 310, Wallkill NY 12589***

TEL. (845) 895-7104, FAX (845) 895-8079

Tara Rounds
Assistant Superintendent for Special Education
and Intervention Services

Shannon LaRocco
Coordinator of Special Education

Julie Salisbury
Coordinator of Special Education

SEDCAR Services Agreement

This Services Agreement (the **"Agreement")** is made as of July 1, 2026 **("Effective Date")** by and between **Wallkill Central School District,** located at 1500 Route 208, Wallkill, New York 12589 (the **"District")** and **Center for Spectrum Services Preschool,** with its principal place of business at **70 Kukuk Lane, Kingston, New York 12401** (the **"Provider").** Provider and District may be referred to individually as a "Party" and together as the "Parties."

WHEREAS, the District is the Local Education Agency (LEA) for the purposes of receiving federal IDEA flow-through funds from New York State Education Department ("NYSED") for Part B, Section 611 (P.L. 94-142 for students with disabilities ages 3-21) and Section 619 (P.L. 99-457 for students with disabilities ages 3-5) and sub- allocating such funds to approved special education programs (ASEPs) for certain students with disabilities; and

WHEREAS, the Provider is an eligible approved special education program authorized to provide special education services to preschool and/or school-aged special education students; and

WHEREAS, the District is authorized to contract with the Provider to provide special education program for preschool and/or school-aged students with education disabilities who reside within the District and who are placed in such program for the provision of special education services.

NOW THEREFORE, the Parties mutually agree as follows:

1. The term of this Agreement shall be for the school year beginning **July 1, 2026** through **June 30, 2027.** Payment of the sub-allocation of such funds to the Provider shall be made on a per student basis.

2. In order to receive payment for the services rendered under this Agreement, the Provider must complete all required forms, particularly the SEDCAR-1 Form, in accordance with the schedule established by the NYSED. The Provider will receive payment from the District based on the total number of students as indicated on the SEDCAR-1 and subject to verification.

3. Within thirty (30) days of receipt of funds from SEO, the District will process the initial payment to the Provider. The Provider may submit an FS 25 Request for subsequent payment after receipt of the initial payment, which shall be accepted by the District as long as it is timely filed in accordance with the schedule established by the NYSED. The FS 1OF shall be completed by the Provider and submitted to the District no later than sixty (60) days after the close of the Provider's grant year. Upon receipt of the required forms, the District shall process payment of funds to the Provider.

4. All forms and notices that shall be given to the District shall be sent to the Board at the following address: PO Box 310 1500 Route 208, Wallkill, New York 12589.

5. The District shall process payments to the Provider in accordance with applicable laws. The Board is only obligated to process payments to the Provider for the provision of services in the approved program as permitted under IDEA. Payments made to the Provide pursuant to this Agreement shall be utilized only for the purpose as provided in IDEA.

6. The Provider shall maintain its books, records and accounts pertaining to the use of these funds in accordance with the requirements of the Reimbursable Cost Manual. The District, SED and the State Comptroller, or their authorized representative(s) shall have the right to conduct a fiscal audit of the Project supported by these funds, provided, however, that nothing in this Agreement will diminish or modify the audit procedures required in any other contract which the Provider may have with the District for the provision of special education or other services. Access to property and personnel related to the Provider's use of these funds shall be provided during an audit.

7. If, upon audit of this Agreement, the District determines that funds were used for unapproved uses, said funds shall be returned to the District upon request.

8. Except as otherwise directed by the District, the Provider shall, until six (6) years after the end of the term of the Agreement, or until six (6) years after the termination of the Agreement, retain all books and records required hereunder, including, without limitation, all cost and accounting records, employee certifications, staff (pedagogical and non-pedagogical) attendance, service and time records pertaining to the use of these funds. The Provider shall make all books and records available to the District, the SED, the State Comptroller, or their authorized representatives, for review and audit at such times during business hours as they may request.

9. The Provider shall furnish any additional data and reports, including, but not limited to SEO submissions, as the District deems to be related to the performance of the Agreement, upon request of the District. The Provider shall be given a reasonable time to respond to such requests.

10. The Provider shall comply with all applicable federal, state, and local laws in connection with the services to be provided by the Provider under this Agreement.

11. Provide assurances that all individuals prior to providing services to District residents under this Agreement are cleared by the New York State Education Department based upon fingerprint criminal background checks in accordance with the provisions contained in the SAVE Legislation. Appropriate written proof of such clearance shall be provided to the District prior to such individuals providing services to the District.

12. The District and the Provider may agree that if state law or regulation is amended during the term of this Agreement to provide for the flow-through to the Provider of funds from prior years known as "carryover funds," this Agreement may also pertain to the distribution of those funds in accordance with the requirements of the law or regulation.

13. Both Parties reserve the right to amend this Agreement, as may be necessary, in order to comply with any change in applicable law, regulations and guidelines governing the operation of this Agreement.

14. This Agreement may only be modified or amended by mutual agreement of the Parties, in writing.

15. The Parties to this Agreement will maintain their independent and separate identities, each having exclusive control of its own management, assets, and affairs. Neither Party will, by virtue of this Agreement, assume any liability or obligation of the other Party.

16. The Provider shall purchase from and maintain in a company or companies lawfully licensed to do business in the State of New York such insurance as will protect Provider and District from claims for which Provider may be legally liable, whether such operations be by Provider or by anyone directly or indirectly employed by Provider, or by anyone for whose acts Provider may be liable. Notwithstanding any terms, conditions or provisions in any other writing between the parties, Provider hereby agrees to effectuate the naming of District as an unrestricted additional insured on Provider's insurance policies, with the exception of workers' compensation and professional liability. If the policy is written on a claims-made basis, the retroactive date must precede the date of this Agreement. The policies naming District as an additional insured shall:

    a. Be purchased from an A.M. Best A- rated or better insurer, licensed to conduct business in New York State and licensed and admitted to issue insurance in New York State.

b. Contain a provision that provides District with 30-day prior written notice of the cancellation of any of Provider's policies.

c. State that the Provider's coverage shall be primary and non-contributory coverage for District, its Board of Education, officers , employees and volunteers.

d. The District shall be listed as an additional insured by using endorsement CG 20 26 or equivalent. The decision to accept an endorsement rests solely with District. A completed copy of the endorsement must be attached to the certificate of insurance.

The certificate of insurance must describe the services provided by Provider that are covered by the liability policies.

Required Insurance to be provided (all below insurance is mandatory for all Providers unless for good cause shown the Board of Education or Assistant Superintendent for Business has authorized in writing a modification that is attached hereto as Exhibit E):

Commercial General Liability
$1,000,000 per occurrence/$2,000,000 aggregate with no exclusions for athletic participants and with proof of coverage for sexual misconduct no less than
$1,000,000.

Worker's Compensation and N.Y.S. Disability
Statutory Workers' Compensation (C105.2 or U-26.3), Employers' Liability and
N.Y.S. Disability Benefits (DB-120.1) 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 proof of Workers' Compensation Insurance of Disability Benefits Insurance. A person claiming an exemption from Worker' Compensation Insurance must file a CE-200 form with the state and provide a copy of such form to the School District.

Professional Errors and Omissions Insurance
$2,000,000 per occurrence/$2,000,000 per aggregate for the professional acts of the PROVIDER performed under this Agreement for the SCHOOL DISTRICT. If written on a "claims-made" basis, the retroactive date must pre-date the inception of this Agreement. Coverage shall remain in effect for two years following the completion of the professional acts of the PROVIDER performed under this Agreement.

Umbrella/Excess Insurance
$3,000,000 each occurrence and aggregate. Umbrella/Excess coverage shall be on a follow-form basis over the required Commercial General Liability and Professional Liability coverage.

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

In the event that any of the insurance coverage to be provided by Provider contains a deductible or self-insured retention, Provider shall indemnify and hold District harmless from the payment of such deductible or self-insured retention, which deductible or self-insured retention shall in all circumstances remain the sole obligation and expense of Provider.

Provider shall provide District with evidence of the above insurance requirements upon execution of the within Agreement. Provider further acknowledges that its failure to obtain or keep current the insurance coverage required by this Agreement shall constitute a material breach of this Agreement and subjects Provider to liability for damages including, but not limited to, direct, indirect, consequential, special and any other damages District sustains as a result of this breach. In addition, Provider shall be responsible for the indemnification to District of any and all costs associated with such lapse in coverage including, but not limited to, reasonable attorneys' fees. At the District's request,

the Provider shall provide a copy of the declaration page of the liability and umbrella policies with a list of endorsements and forms. At the District's request, the Provider also will provide a copy of the policy endorsements and forms. The failure of the District to object to the contents of the evidence of insurance(s) or the absence of same shall not be deemed a waiver of any and all rights held by the District. Prior to commencement of its services, Provider shall obtain and pay for insurance as may be required to comply with the indemnification and hold harmless provisions outlined under this Agreement.

The District is a member/owner of the NY Schools Insurance Reciprocal (NYSIR). The Provider understands and acknowledges that the procurement of the insurance as required herein is intended to benefit not only the District but also the NYSIR, as the District's insurer.

17. The Provider shall indemnify, defend, and hold harmless the District, its Board of Education, officers, directors, agents and employees from all loss, costs, damages and expenses, including reasonable attorney's fees, judgments, fines and amounts paid in settlement in connection with a terminated, pending or completed action, suit or proceeding arising from any act, error or omission, misstatement, misleading statement, neglect or breach of duties by the Provider or any of its officers, directors, agents or employees taken or made with respect to this Agreement. In the event of a breach or unauthorized release of any personally identifiable information of District, its employees, students or administrators by the Provider, Provider must promptly reimburse the District for the full cost of any notifications the District is required to make as a result of the breach or unauthorized release.

18. The Provider agrees that it will not discriminate with respect to its provision of special education services in this Agreement on the grounds of race, religion, creed, color, national origin, sex, sexual orientation, gender identity or expression, age, disability, marital status, veteran status or other non-merit factors, nor shall it discriminate against any individual on such grounds.

19. The District represents and warrants that all non-public information communicated by the Provider to the District in connection with the performance of the services provided under this Agreement shall be regarded as confidential information, used only for the purposes of this Agreement, and in no event shall be disclosed to third parties, including the District's affiliates, partners, employees, agents, or representatives other than those listed herein, unless otherwise required by applicable law, judicial or administrative process, professional standards or a court or government agency of competent jurisdiction (other than as may be required for internal quality assurance, management, or legal review purposes) or if disclosure is in connection with litigation between the Parties arising hereunder. This provision survives termination or expiration of this Agreement.

20. This Agreement may be terminated for convenience by either party upon thirty (30) days written notice to the other party. In the event of such termination, the parties will adjust the accounts due and payable to Provider for services rendered. Provider will not incur any additional expenses upon receipt of District's notification that Provider 's services have been terminated. Upon any such termination, the parties shall endeavor in an orderly manner to wind down activities hereunder. In the event of termination, all reports and services due to District must be completed by the Provider within thirty (30) days of the termination date.

21. This Agreement may be terminated by District in the event of a material breach by Provider, upon three (3) days' written notice from District to Provider. In the event of such termination, District shall only pay Provider for services provided prior to the termination in full compliance with this Agreement and shall deduct from such sums (and if such sums are insufficient, Provider shall pay to District the additional sums required to compensate District for) any costs and damages incurred by the District as a result of the material breach(es) of this Agreement by Provider, including but not limited to the increased costs incurred by District to secure replacement services.

22. No exclusive rights are granted under this Agreement. Nothing contained in this Agreement shall be construed to render either Provider or District as a partner, agent or coventurer of the other. Each Party shall be responsible for its own debts, liabilities and obligations.

23. Any notice, demand or communication required, permitted or desired to be given hereunder shall be deemed given when personally delivered or sent via a nationally recognized overnight delivery service, to the addresses set forth herein, or to such other address as the Parties may designate in writing. Copies of notices to Provider shall be simultaneously sent to Provider's Office of Legal Affairs, attn.: General Counsel, at WMCLegalNotices@WMCHealth.org.

24. This Agreement may not be assigned in whole or in part, nor may any obligation hereunder be subcontracted by either Party without the prior written consent of the other Party.

25. This Agreement constitutes the entire agreement between the Parties hereto with respect to the subject matter hereof and shall supersede all previous negotiations, comments and writings.

26. This Agreement shall be construed in accordance with the laws of the State of New Yark, regardless of conflict of laws' provisions. Any litigation between the parties shall be brought in a court of competent jurisdiction in the County of Ulster in the State of New York.

27. In the event any provision of this Agreement is held to be unenforceable for any reason, the unenforceability thereof shall not affect the remainder of this Agreement, which shall remain in full force and effect and enforceable in accordance with its terms. This provision will survive termination or expiration of this Agreement.

28. This Agreement may be executed in any number of counterparts which, when taken together, will constitute one original, and photocopy, facsimile, electronic or other copies shall have the same effect for all purposes as an ink-signed original.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Effective Date.

Provider

By: Shelly M. Beck

Name: Shelly M. Beck

Title: CFO

Wallkill Central School District

By: _____

Name: Thomas Frisbie

Title: Board of Education President

WCSD ***Wallkill Central School District, 1500 Route 208, Box 310, Wallkill NY 12589***

TEL. (845) 895-7104, FAX (845) 895-8079

Tara Rounds
Assistant Superintendent for Special Education
and Intervention Services

Shannon LaRocco
Coordinator of Special Education

Julie Salisbury
Coordinator of Special Education

SEDCAR Services Agreement

This Services Agreement (the **"Agreement")** is made as of July 1, 2026 **("Effective Date")** by and between **Wallkill Central School District,** located at 1500 Route 208, Wallkill, New York 12589 (the **"District")** and **Green Chimneys,** with its principal place of business at **400 Doansburgh Road, Brewster, New York 10509** (the **"Provider").** Provider and District may be referred to individually as a "Party" and together as the "Parties."

WHEREAS, the District is the Local Education Agency (LEA) for the purposes of receiving federal IDEA flow-through funds from New York State Education Department ("NYSED") for Part B, Section 611 (P.L. 94-142 for students with disabilities ages 3-21) and Section 619 (P.L. 99-457 for students with disabilities ages 3-5) and sub- allocating such funds to approved special education programs (ASEPs) for certain students with disabilities; and

WHEREAS, the Provider is an eligible approved special education program authorized to provide special education services to preschool and/or school-aged special education students; and

WHEREAS, the District is authorized to contract with the Provider to provide special education program for preschool and/or school-aged students with education disabilities who reside within the District and who are placed in such program for the provision of special education services.

NOW THEREFORE, the Parties mutually agree as follows:

1. The term of this Agreement shall be for the school year beginning **July 1, 2026** through **June 30, 2027.** Payment of the sub-allocation of such funds to the Provider shall be made on a per student basis.

2. In order to receive payment for the services rendered under this Agreement, the Provider must complete all required forms, particularly the SEDCAR-1 Form, in accordance with the schedule established by the NYSED. The Provider will receive payment from the District based on the total number of students as indicated on the SEDCAR-1 and subject to verification.

3. Within thirty (30) days of receipt of funds from SEO, the District will process the initial payment to the Provider. The Provider may submit an FS 25 Request for subsequent payment after receipt of the initial payment, which shall be accepted by the District as long as it is timely filed in accordance with the schedule established by the NYSED. The FS 1OF shall be completed by the Provider and submitted to the District no later than sixty (60) days after the close of the Provider's grant year. Upon receipt of the required forms, the District shall process payment of funds to the Provider.

4. All forms and notices that shall be given to the District shall be sent to the Board at the following address: PO Box 310 1500 Route 208, Wallkill, New York 12589.

5. The District shall process payments to the Provider in accordance with applicable laws. The Board is only obligated to process payments to the Provider for the provision of services in the approved program as permitted under IDEA. Payments made to the Provide pursuant to this Agreement shall be utilized only for the purpose as provided in IDEA.

6. The Provider shall maintain its books, records and accounts pertaining to the use of these funds in accordance with the requirements of the Reimbursable Cost Manual. The District, SED and the State Comptroller, or their authorized representative(s) shall have the right to conduct a fiscal audit of the Project supported by these funds, provided, however, that nothing in this Agreement will diminish or modify the audit procedures required in any other contract which the Provider may have with the District for the provision of special education or other services. Access to property and personnel related to the Provider's use of these funds shall be provided during an audit.

7. If, upon audit of this Agreement, the District determines that funds were used for unapproved uses, said funds shall be returned to the District upon request.

8. Except as otherwise directed by the District, the Provider shall, until six (6) years after the end of the term of the Agreement, or until six (6) years after the termination of the Agreement, retain all books and records required hereunder, including, without limitation, all cost and accounting records, employee certifications, staff (pedagogical and non-pedagogical) attendance, service and time records pertaining to the use of these funds. The Provider shall make all books and records available to the District, the SED, the State Comptroller, or their authorized representatives, for review and audit at such times during business hours as they may request.

9. The Provider shall furnish any additional data and reports, including, but not limited to SEO submissions, as the District deems to be related to the performance of the Agreement, upon request of the District. The Provider shall be given a reasonable time to respond to such requests.

10. The Provider shall comply with all applicable federal, state, and local laws in connection with the services to be provided by the Provider under this Agreement.

11. Provide assurances that all individuals prior to providing services to District residents under this Agreement are cleared by the New York State Education Department based upon fingerprint criminal background checks in accordance with the provisions contained in the SAVE Legislation. Appropriate written proof of such clearance shall be provided to the District prior to such individuals providing services to the District.

12. The District and the Provider may agree that if state law or regulation is amended during the term of this Agreement to provide for the flow-through to the Provider of funds from prior years known as "carryover funds," this Agreement may also pertain to the distribution of those funds in accordance with the requirements of the law or regulation.

13. Both Parties reserve the right to amend this Agreement, as may be necessary, in order to comply with any change in applicable law, regulations and guidelines governing the operation of this Agreement.

14. This Agreement may only be modified or amended by mutual agreement of the Parties, in writing.

15. The Parties to this Agreement will maintain their independent and separate identities, each having exclusive control of its own management, assets, and affairs. Neither Party will, by virtue of this Agreement, assume any liability or obligation of the other Party.

16. The Provider shall purchase from and maintain in a company or companies lawfully licensed to do business in the State of New York such insurance as will protect Provider and District from claims for which Provider may be legally liable, whether such operations be by Provider or by anyone directly or indirectly employed by Provider, or by anyone for whose acts Provider may be liable. Notwithstanding any terms, conditions or provisions in any other writing between the parties, Provider hereby agrees to effectuate the naming of District as an unrestricted additional insured on Provider's insurance policies, with the exception of workers' compensation and professional liability. If the policy is written on a claims-made basis, the retroactive date must precede the date of this Agreement. The policies naming District as an additional insured shall:

    a. Be purchased from an A.M. Best A- rated or better insurer, licensed to conduct business in New York State and licensed and admitted to issue insurance in New York State.

b. Contain a provision that provides District with 30-day prior written notice of the cancellation of any of Provider's policies.

c. State that the Provider's coverage shall be primary and non-contributory coverage for District, its Board of Education, officers , employees and volunteers.

d. The District shall be listed as an additional insured by using endorsement CG 20 26 or equivalent. The decision to accept an endorsement rests solely with District. A completed copy of the endorsement must be attached to the certificate of insurance.

The certificate of insurance must describe the services provided by Provider that are covered by the liability policies.

Required Insurance to be provided (all below insurance is mandatory for all Providers unless for good cause shown the Board of Education or Assistant Superintendent for Business has authorized in writing a modification that is attached hereto as Exhibit E):

Commercial General Liability
$1,000,000 per occurrence/$2,000,000 aggregate with no exclusions for athletic participants and with proof of coverage for sexual misconduct no less than
$1,000,000.

Worker's Compensation and N.Y.S. Disability
Statutory Workers' Compensation (C105.2 or U-26.3), Employers' Liability and
N.Y.S. Disability Benefits (DB-120.1) 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 proof of Workers' Compensation Insurance of Disability Benefits Insurance. A person claiming an exemption from Worker' Compensation Insurance must file a CE-200 form with the state and provide a copy of such form to the School District.

Professional Errors and Omissions Insurance
$2,000,000 per occurrence/$2,000,000 per aggregate for the professional acts of the PROVIDER performed under this Agreement for the SCHOOL DISTRICT. If written on a "claims-made" basis, the retroactive date must pre-date the inception of this Agreement. Coverage shall remain in effect for two years following the completion of the professional acts of the PROVIDER performed under this Agreement.

Umbrella/Excess Insurance
$3,000,000 each occurrence and aggregate. Umbrella/Excess coverage shall be on a follow-form basis over the required Commercial General Liability and Professional Liability coverage.

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

In the event that any of the insurance coverage to be provided by Provider contains a deductible or self-insured retention, Provider shall indemnify and hold District harmless from the payment of such deductible or self-insured retention, which deductible or self-insured retention shall in all circumstances remain the sole obligation and expense of Provider.

Provider shall provide District with evidence of the above insurance requirements upon execution of the within Agreement. Provider further acknowledges that its failure to obtain or keep current the insurance coverage required by this Agreement shall constitute a material breach of this Agreement and subjects Provider to liability for damages including, but not limited to, direct, indirect, consequential, special and any other damages District sustains as a result of this breach. In addition, Provider shall be responsible for the indemnification to District of any and all costs associated with such lapse in coverage including, but not limited to, reasonable attorneys' fees. At the District's request,

the Provider shall provide a copy of the declaration page of the liability and umbrella policies with a list of endorsements and forms. At the District's request, the Provider also will provide a copy of the policy endorsements and forms. The failure of the District to object to the contents of the evidence of insurance(s) or the absence of same shall not be deemed a waiver of any and all rights held by the District. Prior to commencement of its services, Provider shall obtain and pay for insurance as may be required to comply with the indemnification and hold harmless provisions outlined under this Agreement.

The District is a member/owner of the NY Schools Insurance Reciprocal (NYSIR). The Provider understands and acknowledges that the procurement of the insurance as required herein is intended to benefit not only the District but also the NYSIR, as the District's insurer.

17. The Provider shall indemnify, defend, and hold harmless the District, its Board of Education, officers, directors, agents and employees from all loss, costs, damages and expenses, including reasonable attorney's fees, judgments, fines and amounts paid in settlement in connection with a terminated, pending or completed action, suit or proceeding arising from any act, error or omission, misstatement, misleading statement, neglect or breach of duties by the Provider or any of its officers, directors, agents or employees taken or made with respect to this Agreement. In the event of a breach or unauthorized release of any personally identifiable information of District, its employees, students or administrators by the Provider, Provider must promptly reimburse the District for the full cost of any notifications the District is required to make as a result of the breach or unauthorized release.

18. The Provider agrees that it will not discriminate with respect to its provision of special education services in this Agreement on the grounds of race, religion, creed, color, national origin, sex, sexual orientation, gender identity or expression, age, disability, marital status, veteran status or other non-merit factors, nor shall it discriminate against any individual on such grounds.

19. The District represents and warrants that all non-public information communicated by the Provider to the District in connection with the performance of the services provided under this Agreement shall be regarded as confidential information, used only for the purposes of this Agreement, and in no event shall be disclosed to third parties, including the District's affiliates, partners, employees, agents, or representatives other than those listed herein, unless otherwise required by applicable law, judicial or administrative process, professional standards or a court or government agency of competent jurisdiction (other than as may be required for internal quality assurance, management, or legal review purposes) or if disclosure is in connection with litigation between the Parties arising hereunder. This provision survives termination or expiration of this Agreement.

20. This Agreement may be terminated for convenience by either party upon thirty (30) days written notice to the other party. In the event of such termination, the parties will adjust the accounts due and payable to Provider for services rendered. Provider will not incur any additional expenses upon receipt of District's notification that Provider 's services have been terminated. Upon any such termination, the parties shall endeavor in an orderly manner to wind down activities hereunder. In the event of termination, all reports and services due to District must be completed by the Provider within thirty (30) days of the termination date.

21. This Agreement may be terminated by District in the event of a material breach by Provider, upon three (3) days' written notice from District to Provider. In the event of such termination, District shall only pay Provider for services provided prior to the termination in full compliance with this Agreement and shall deduct from such sums (and if such sums are insufficient, Provider shall pay to District the additional sums required to compensate District for) any costs and damages incurred by the District as a result of the material breach(es) of this Agreement by Provider, including but not limited to the increased costs incurred by District to secure replacement services.

22. No exclusive rights are granted under this Agreement. Nothing contained in this Agreement shall be construed to render either Provider or District as a partner, agent or coventurer of the other. Each Party shall be responsible for its own debts, liabilities and obligations.

23. Any notice, demand or communication required, permitted or desired to be given hereunder shall be deemed given when personally delivered or sent via a nationally recognized overnight delivery service, to the addresses set forth herein, or to such other address as the Parties may designate in writing. Copies of notices to Provider shall be simultaneously sent to Provider's Office of Legal Affairs, attn.: General Counsel, at WMCLegalNotices@WMCHealth.org.

24. This Agreement may not be assigned in whole or in part, nor may any obligation hereunder be subcontracted by either Party without the prior written consent of the other Party.

25. This Agreement constitutes the entire agreement between the Parties hereto with respect to the subject matter hereof and shall supersede all previous negotiations, comments and writings.

26. This Agreement shall be construed in accordance with the laws of the State of New Yark, regardless of conflict of laws' provisions. Any litigation between the parties shall be brought in a court of competent jurisdiction in the County of Ulster in the State of New York.

27. In the event any provision of this Agreement is held to be unenforceable for any reason, the unenforceability thereof shall not affect the remainder of this Agreement, which shall remain in full force and effect and enforceable in accordance with its terms. This provision will survive termination or expiration of this Agreement.

28. This Agreement may be executed in any number of counterparts which, when taken together, will constitute one original, and photocopy, facsimile, electronic or other copies shall have the same effect for all purposes as an ink-signed original.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Effective Date.

Provider

By: Rhonda Richardson

Name: Rhonda Richardson

Title: CFO

Wallkill Central School District

By: _____

Name: Thomas Frisbie

Title: Board of Education President

WCSD ***Wallkill Central School District, 1500 Route 208, Box 310, Wallkill NY 12589***

TEL. (845) 895-7104, FAX (845) 895-8079

Tara Rounds
Assistant Superintendent for Special Education
and Intervention Services

Shannon LaRocco
Coordinator of Special Education

Julie Salisbury
Coordinator of Special Education

SEDCAR Services Agreement

This Services Agreement (the **"Agreement"**) is made as of July 1, 2026 **("Effective Date")** by and between **Wallkill Central School District,** located at 1500 Route 208, Wallkill, New York 12589 (the **"District")** and **Greenburgh-North Castle - Kaplan,** with its principal place of business at **71 Broadway Dobbs Ferry, NY 10522** (the **"Provider").** Provider and District may be referred to individually as a "Party" and together as the "Parties."

WHEREAS, the District is the Local Education Agency (LEA) for the purposes of receiving federal IDEA flow-through funds from New York State Education Department ("NYSED") for Part B, Section 611 (P.L. 94-142 for students with disabilities ages 3-21) and Section 619 (P.L. 99-457 for students with disabilities ages 3-5) and sub- allocating such funds to approved special education programs (ASEPs) for certain students with disabilities; and

WHEREAS, the Provider is an eligible approved special education program authorized to provide special education services to preschool and/or school-aged special education students; and

WHEREAS, the District is authorized to contract with the Provider to provide special education program for preschool and/or school-aged students with education disabilities who reside within the District and who are placed in such program for the provision of special education services.

NOW THEREFORE, the Parties mutually agree as follows:

1. The term of this Agreement shall be for the school year beginning **July 1, 2026** through **June 30, 2027.** Payment of the sub-allocation of such funds to the Provider shall be made on a per student basis.

2. In order to receive payment for the services rendered under this Agreement, the Provider must complete all required forms, particularly the SEDCAR-1 Form, in accordance with the schedule established by the NYSED. The Provider will receive payment from the District based on the total number of students as indicated on the SEDCAR-1 and subject to verification.

3. Within thirty (30) days of receipt of funds from SEO, the District will process the initial payment to the Provider. The Provider may submit an FS 25 Request for subsequent payment after receipt of the initial payment, which shall be accepted by the District as long as it is timely filed in accordance with the schedule established by the NYSED. The FS 1OF shall be completed by the Provider and submitted to the District no later than sixty (60) days after the close of the Provider's grant year. Upon receipt of the required forms, the District shall process payment of funds to the Provider.

4. All forms and notices that shall be given to the District shall be sent to the Board at the following address: PO Box 310 1500 Route 208, Wallkill, New York 12589.

5. The District shall process payments to the Provider in accordance with applicable laws. The Board is only obligated to process payments to the Provider for the provision of services in the approved program as permitted under IDEA. Payments made to the Provide pursuant to this Agreement shall be utilized only for the purpose as provided in IDEA.

6. The Provider shall maintain its books, records and accounts pertaining to the use of these funds in accordance with the requirements of the Reimbursable Cost Manual. The District, SED and the State Comptroller, or their authorized representative(s) shall have the right to conduct a fiscal audit of the Project supported by these funds, provided, however, that nothing in this Agreement will diminish or modify the audit procedures required in any other contract which the Provider may have with the District for the provision of special education or other services. Access to property and personnel related to the Provider's use of these funds shall be provided during an audit.

7. If, upon audit of this Agreement, the District determines that funds were used for unapproved uses, said funds shall be returned to the District upon request.

8. Except as otherwise directed by the District, the Provider shall, until six (6) years after the end of the term of the Agreement, or until six (6) years after the termination of the Agreement, retain all books and records required hereunder, including, without limitation, all cost and accounting records, employee certifications, staff (pedagogical and non-pedagogical) attendance, service and time records pertaining to the use of these funds. The Provider shall make all books and records available to the District, the SED, the State Comptroller, or their authorized representatives, for review and audit at such times during business hours as they may request.

9. The Provider shall furnish any additional data and reports, including, but not limited to SEO submissions, as the District deems to be related to the performance of the Agreement, upon request of the District. The Provider shall be given a reasonable time to respond to such requests.

10. The Provider shall comply with all applicable federal, state, and local laws in connection with the services to be provided by the Provider under this Agreement.

11. Provide assurances that all individuals prior to providing services to District residents under this Agreement are cleared by the New York State Education Department based upon fingerprint criminal background checks in accordance with the provisions contained in the SAVE Legislation. Appropriate written proof of such clearance shall be provided to the District prior to such individuals providing services to the District.

12. The District and the Provider may agree that if state law or regulation is amended during the term of this Agreement to provide for the flow-through to the Provider of funds from prior years known as "carryover funds," this Agreement may also pertain to the distribution of those funds in accordance with the requirements of the law or regulation.

13. Both Parties reserve the right to amend this Agreement, as may be necessary, in order to comply with any change in applicable law, regulations and guidelines governing the operation of this Agreement.

14. This Agreement may only be modified or amended by mutual agreement of the Parties, in writing.

15. The Parties to this Agreement will maintain their independent and separate identities, each having exclusive control of its own management, assets, and affairs. Neither Party will, by virtue of this Agreement, assume any liability or obligation of the other Party.

16. The Provider shall purchase from and maintain in a company or companies lawfully licensed to do business in the State of New York such insurance as will protect Provider and District from claims for which Provider may be legally liable, whether such operations be by Provider or by anyone directly or indirectly employed by Provider, or by anyone for whose acts Provider may be liable. Notwithstanding any terms, conditions or provisions in any other writing between the parties, Provider hereby agrees to effectuate the naming of District as an unrestricted additional insured on Provider's insurance policies, with the exception of workers' compensation and professional liability. If the policy is written on a claims-made basis, the retroactive date must precede the date of this Agreement. The policies naming District as an additional insured shall:

    a. Be purchased from an A.M. Best A- rated or better insurer, licensed to conduct business in New York State and licensed and admitted to issue insurance in New York State.

b. Contain a provision that provides District with 30-day prior written notice of the cancellation of any of Provider's policies.

c. State that the Provider's coverage shall be primary and non-contributory coverage for District, its Board of Education, officers , employees and volunteers.

d. The District shall be listed as an additional insured by using endorsement CG 20 26 or equivalent. The decision to accept an endorsement rests solely with District. A completed copy of the endorsement must be attached to the certificate of insurance.

The certificate of insurance must describe the services provided by Provider that are covered by the liability policies.

Required Insurance to be provided (all below insurance is mandatory for all Providers unless for good cause shown the Board of Education or Assistant Superintendent for Business has authorized in writing a modification that is attached hereto as Exhibit E):

Commercial General Liability
$1,000,000 per occurrence/$2,000,000 aggregate with no exclusions for athletic participants and with proof of coverage for sexual misconduct no less than
$1,000,000.

Worker's Compensation and N.Y.S. Disability
Statutory Workers' Compensation (C105.2 or U-26.3), Employers' Liability and N.Y.S. Disability Benefits (DB-120.1) 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 proof of Workers' Compensation Insurance of Disability Benefits Insurance. A person claiming an exemption from Worker' Compensation Insurance must file a CE-200 form with the state and provide a copy of such form to the School District.

Professional Errors and Omissions Insurance
$2,000,000 per occurrence/$2,000,000 per aggregate for the professional acts of the PROVIDER performed under this Agreement for the SCHOOL DISTRICT. If written on a "claims-made" basis, the retroactive date must pre-date the inception of this Agreement. Coverage shall remain in effect for two years following the completion of the professional acts of the PROVIDER performed under this Agreement.

Umbrella/Excess Insurance
$3,000,000 each occurrence and aggregate. Umbrella/Excess coverage shall be on a follow-form basis over the required Commercial General Liability and Professional Liability coverage.

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

In the event that any of the insurance coverage to be provided by Provider contains a deductible or self-insured retention, Provider shall indemnify and hold District harmless from the payment of such deductible or self-insured retention, which deductible or self-insured retention shall in all circumstances remain the sole obligation and expense of Provider.

Provider shall provide District with evidence of the above insurance requirements upon execution of the within Agreement. Provider further acknowledges that its failure to obtain or keep current the insurance coverage required by this Agreement shall constitute a material breach of this Agreement and subjects Provider to liability for damages including, but not limited to, direct, indirect, consequential, special and any other damages District sustains as a result of this breach. In addition, Provider shall be responsible for the indemnification to District of any and all costs associated with such lapse in coverage including, but not limited to, reasonable attorneys' fees. At the District's request,

the Provider shall provide a copy of the declaration page of the liability and umbrella policies with a list of endorsements and forms. At the District's request, the Provider also will provide a copy of the policy endorsements and forms. The failure of the District to object to the contents of the evidence of insurance(s) or the absence of same shall not be deemed a waiver of any and all rights held by the District. Prior to commencement of its services, Provider shall obtain and pay for insurance as may be required to comply with the indemnification and hold harmless provisions outlined under this Agreement.

The District is a member/owner of the NY Schools Insurance Reciprocal (NYSIR). The Provider understands and acknowledges that the procurement of the insurance as required herein is intended to benefit not only the District but also the NYSIR, as the District's insurer.

17. The Provider shall indemnify, defend, and hold harmless the District, its Board of Education, officers, directors, agents and employees from all loss, costs, damages and expenses, including reasonable attorney's fees, judgments, fines and amounts paid in settlement in connection with a terminated, pending or completed action, suit or proceeding arising from any act, error or omission, misstatement, misleading statement, neglect or breach of duties by the Provider or any of its officers, directors, agents or employees taken or made with respect to this Agreement. In the event of a breach or unauthorized release of any personally identifiable information of District, its employees, students or administrators by the Provider, Provider must promptly reimburse the District for the full cost of any notifications the District is required to make as a result of the breach or unauthorized release.

18. The Provider agrees that it will not discriminate with respect to its provision of special education services in this Agreement on the grounds of race, religion, creed, color, national origin, sex, sexual orientation, gender identity or expression, age, disability, marital status, veteran status or other non-merit factors, nor shall it discriminate against any individual on such grounds.

19. The District represents and warrants that all non-public information communicated by the Provider to the District in connection with the performance of the services provided under this Agreement shall be regarded as confidential information, used only for the purposes of this Agreement, and in no event shall be disclosed to third parties, including the District's affiliates, partners, employees, agents, or representatives other than those listed herein, unless otherwise required by applicable law, judicial or administrative process, professional standards or a court or government agency of competent jurisdiction (other than as may be required for internal quality assurance, management, or legal review purposes) or if disclosure is in connection with litigation between the Parties arising hereunder. This provision survives termination or expiration of this Agreement.

20. This Agreement may be terminated for convenience by either party upon thirty (30) days written notice to the other party. In the event of such termination, the parties will adjust the accounts due and payable to Provider for services rendered. Provider will not incur any additional expenses upon receipt of District's notification that Provider 's services have been terminated. Upon any such termination, the parties shall endeavor in an orderly manner to wind down activities hereunder. In the event of termination, all reports and services due to District must be completed by the Provider within thirty (30) days of the termination date.

21. This Agreement may be terminated by District in the event of a material breach by Provider, upon three (3) days' written notice from District to Provider. In the event of such termination, District shall only pay Provider for services provided prior to the termination in full compliance with this Agreement and shall deduct from such sums (and if such sums are insufficient, Provider shall pay to District the additional sums required to compensate District for) any costs and damages incurred by the District as a result of the material breach(es) of this Agreement by Provider, including but not limited to the increased costs incurred by District to secure replacement services.

22. No exclusive rights are granted under this Agreement. Nothing contained in this Agreement shall be construed to render either Provider or District as a partner, agent or coventurer of the other. Each Party shall be responsible for its own debts, liabilities and obligations.

23. Any notice, demand or communication required, permitted or desired to be given hereunder shall be deemed given when personally delivered or sent via a nationally recognized overnight delivery service, to the addresses set forth herein, or to such other address as the Parties may designate in writing. Copies of notices to Provider shall be simultaneously sent to Provider's Office of Legal Affairs, attn.: General Counsel, at WMCLegalNotices@WMCHealth.org.

24. This Agreement may not be assigned in whole or in part, nor may any obligation hereunder be subcontracted by either Party without the prior written consent of the other Party.

25. This Agreement constitutes the entire agreement between the Parties hereto with respect to the subject matter hereof and shall supersede all previous negotiations, comments and writings.

26. This Agreement shall be construed in accordance with the laws of the State of New Yark, regardless of conflict of laws' provisions. Any litigation between the parties shall be brought in a court of competent jurisdiction in the County of Ulster in the State of New York.

27. In the event any provision of this Agreement is held to be unenforceable for any reason, the unenforceability thereof shall not affect the remainder of this Agreement, which shall remain in full force and effect and enforceable in accordance with its terms. This provision will survive termination or expiration of this Agreement.

28. This Agreement may be executed in any number of counterparts which, when taken together, will constitute one original, and photocopy, facsimile, electronic or other copies shall have the same effect for all purposes as an ink-signed original.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Effective Date.

Provider

By: _____

Name: Daniel Bosak

Title: Assistant Superintendent

Wallkill Central School District

By: _____

Name: Thomas Frisbie

Title: Board of Education President

WCSD ***Wallkill Central School District, 1500 Route 208, Box 310, Wallkill NY 12589***

TEL. (845) 895-7104, FAX (845) 895-8079

Tara Rounds
Assistant Superintendent for Special Education
and Intervention Services

Shannon LaRocco
Coordinator of Special Education

Julie Salisbury
Coordinator of Special Education

SEDCAR Services Agreement

This Services Agreement (the **"Agreement"**) is made as of July 1, 2026 (**"Effective Date"**) by and between **Wallkill Central School District,** located at 1500 Route 208, Wallkill, New York 12589 (the **"District"**) and **Inspire,** with its principal place of business at **2 Fletcher Street, Goshen, New York 10924**(the **"Provider").** Provider and District may be referred to individually as a "Party" and together as the "Parties."

WHEREAS, the District is the Local Education Agency (LEA) for the purposes of receiving federal IDEA flow-through funds from New York State Education Department ("NYSED") for Part B, Section 611 (P.L. 94-142 for students with disabilities ages 3-21) and Section 619 (P.L. 99-457 for students with disabilities ages 3-5) and sub- allocating such funds to approved special education programs (ASEPs) for certain students with disabilities; and

WHEREAS, the Provider is an eligible approved special education program authorized to provide special education services to preschool and/or school-aged special education students; and

WHEREAS, the District is authorized to contract with the Provider to provide special education program for preschool and/or school-aged students with education disabilities who reside within the District and who are placed in such program for the provision of special education services.

NOW THEREFORE, the Parties mutually agree as follows:

1. The term of this Agreement shall be for the school year beginning **July 1, 2026** through **June 30, 2027.** Payment of the sub-allocation of such funds to the Provider shall be made on a per student basis.

2. In order to receive payment for the services rendered under this Agreement, the Provider must complete all required forms, particularly the SEDCAR-1 Form, in accordance with the schedule established by the NYSED. The Provider will receive payment from the District based on the total number of students as indicated on the SEDCAR-1 and subject to verification.

3. Within thirty (30) days of receipt of funds from SEO, the District will process the initial payment to the Provider. The Provider may submit an FS 25 Request for subsequent payment after receipt of the initial payment, which shall be accepted by the District as long as it is timely filed in accordance with the schedule established by the NYSED. The FS 1OF shall be completed by the Provider and submitted to the District no later than sixty (60) days after the close of the Provider's grant year. Upon receipt of the required forms, the District shall process payment of funds to the Provider.

4. All forms and notices that shall be given to the District shall be sent to the Board at the following address: PO Box 310 1500 Route 208, Wallkill, New York 12589.

5. The District shall process payments to the Provider in accordance with applicable laws. The Board is only obligated to process payments to the Provider for the provision of services in the approved program as permitted under IDEA. Payments made to the Provide pursuant to this Agreement shall be utilized only for the purpose as provided in IDEA.

6. The Provider shall maintain its books, records and accounts pertaining to the use of these funds in accordance with the requirements of the Reimbursable Cost Manual. The District, SED and the State Comptroller, or their authorized representative(s) shall have the right to conduct a fiscal audit of the Project supported by these funds, provided, however, that nothing in this Agreement will diminish or modify the audit procedures required in any other contract which the Provider may have with the District for the provision of special education or other services. Access to property and personnel related to the Provider's use of these funds shall be provided during an audit.

7. If, upon audit of this Agreement, the District determines that funds were used for unapproved uses, said funds shall be returned to the District upon request.

8. Except as otherwise directed by the District, the Provider shall, until six (6) years after the end of the term of the Agreement, or until six (6) years after the termination of the Agreement, retain all books and records required hereunder, including, without limitation, all cost and accounting records, employee certifications, staff (pedagogical and non-pedagogical) attendance, service and time records pertaining to the use of these funds. The Provider shall make all books and records available to the District, the SED, the State Comptroller, or their authorized representatives, for review and audit at such times during business hours as they may request.

9. The Provider shall furnish any additional data and reports, including, but not limited to SEO submissions, as the District deems to be related to the performance of the Agreement, upon request of the District. The Provider shall be given a reasonable time to respond to such requests.

10. The Provider shall comply with all applicable federal, state, and local laws in connection with the services to be provided by the Provider under this Agreement.

11. Provide assurances that all individuals prior to providing services to District residents under this Agreement are cleared by the New York State Education Department based upon fingerprint criminal background checks in accordance with the provisions contained in the SAVE Legislation. Appropriate written proof of such clearance shall be provided to the District prior to such individuals providing services to the District.

12. The District and the Provider may agree that if state law or regulation is amended during the term of this Agreement to provide for the flow-through to the Provider of funds from prior years known as "carryover funds," this Agreement may also pertain to the distribution of those funds in accordance with the requirements of the law or regulation.

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16. The Provider shall purchase from and maintain in a company or companies lawfully licensed to do business in the State of New York such insurance as will protect Provider and District from claims for which Provider may be legally liable, whether such operations be by Provider or by anyone directly or indirectly employed by Provider, or by anyone for whose acts Provider may be liable. Notwithstanding any terms, conditions or provisions in any other writing between the parties, Provider hereby agrees to effectuate the naming of District as an unrestricted additional insured on Provider's insurance policies, with the exception of workers' compensation and professional liability. If the policy is written on a claims-made basis, the retroactive date must precede the date of this Agreement. The policies naming District as an additional insured shall:

    a. Be purchased from an A.M. Best A- rated or better insurer, licensed to conduct business in New York State and licensed and admitted to issue insurance in New York State.

b. Contain a provision that provides District with 30-day prior written notice of the cancellation of any of Provider's policies.

c. State that the Provider's coverage shall be primary and non-contributory coverage for District, its Board of Education, officers , employees and volunteers.

d. The District shall be listed as an additional insured by using endorsement CG 20 26 or equivalent. The decision to accept an endorsement rests solely with District. A completed copy of the endorsement must be attached to the certificate of insurance.

The certificate of insurance must describe the services provided by Provider that are covered by the liability policies.

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$1,000,000 per occurrence/$2,000,000 aggregate with no exclusions for athletic participants and with proof of coverage for sexual misconduct no less than
$1,000,000.

Worker's Compensation and N.Y.S. Disability
Statutory Workers' Compensation (C105.2 or U-26.3), Employers' Liability and
N.Y.S. Disability Benefits (DB-120.1) 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 proof of Workers' Compensation Insurance of Disability Benefits Insurance. A person claiming an exemption from Worker' Compensation Insurance must file a CE-200 form with the state and provide a copy of such form to the School District.

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Umbrella/Excess Insurance
$3,000,000 each occurrence and aggregate. Umbrella/Excess coverage shall be on a follow-form basis over the required Commercial General Liability and Professional Liability coverage.

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

In the event that any of the insurance coverage to be provided by Provider contains a deductible or self-insured retention, Provider shall indemnify and hold District harmless from the payment of such deductible or self-insured retention, which deductible or self-insured retention shall in all circumstances remain the sole obligation and expense of Provider.

Provider shall provide District with evidence of the above insurance requirements upon execution of the within Agreement. Provider further acknowledges that its failure to obtain or keep current the insurance coverage required by this Agreement shall constitute a material breach of this Agreement and subjects Provider to liability for damages including, but not limited to, direct, indirect, consequential, special and any other damages District sustains as a result of this breach. In addition, Provider shall be responsible for the indemnification to District of any and all costs associated with such lapse in coverage including, but not limited to, reasonable attorneys' fees. At the District's request,

the Provider shall provide a copy of the declaration page of the liability and umbrella policies with a list of endorsements and forms. At the District's request, the Provider also will provide a copy of the policy endorsements and forms. The failure of the District to object to the contents of the evidence of insurance(s) or the absence of same shall not be deemed a waiver of any and all rights held by the District. Prior to commencement of its services, Provider shall obtain and pay for insurance as may be required to comply with the indemnification and hold harmless provisions outlined under this Agreement.

The District is a member/owner of the NY Schools Insurance Reciprocal (NYSIR). The Provider understands and acknowledges that the procurement of the insurance as required herein is intended to benefit not only the District but also the NYSIR, as the District's insurer.

17. The Provider shall indemnify, defend, and hold harmless the District, its Board of Education, officers, directors, agents and employees from all loss, costs, damages and expenses, including reasonable attorney's fees, judgments, fines and amounts paid in settlement in connection with a terminated, pending or completed action, suit or proceeding arising from any act, error or omission, misstatement, misleading statement, neglect or breach of duties by the Provider or any of its officers, directors, agents or employees taken or made with respect to this Agreement. In the event of a breach or unauthorized release of any personally identifiable information of District, its employees, students or administrators by the Provider, Provider must promptly reimburse the District for the full cost of any notifications the District is required to make as a result of the breach or unauthorized release.

18. The Provider agrees that it will not discriminate with respect to its provision of special education services in this Agreement on the grounds of race, religion, creed, color, national origin, sex, sexual orientation, gender identity or expression, age, disability, marital status, veteran status or other non-merit factors, nor shall it discriminate against any individual on such grounds.

19. The District represents and warrants that all non-public information communicated by the Provider to the District in connection with the performance of the services provided under this Agreement shall be regarded as confidential information, used only for the purposes of this Agreement, and in no event shall be disclosed to third parties, including the District's affiliates, partners, employees, agents, or representatives other than those listed herein, unless otherwise required by applicable law, judicial or administrative process, professional standards or a court or government agency of competent jurisdiction (other than as may be required for internal quality assurance, management, or legal review purposes) or if disclosure is in connection with litigation between the Parties arising hereunder. This provision survives termination or expiration of this Agreement.

20. This Agreement may be terminated for convenience by either party upon thirty (30) days written notice to the other party. In the event of such termination, the parties will adjust the accounts due and payable to Provider for services rendered. Provider will not incur any additional expenses upon receipt of District's notification that Provider 's services have been terminated. Upon any such termination, the parties shall endeavor in an orderly manner to wind down activities hereunder. In the event of termination, all reports and services due to District must be completed by the Provider within thirty (30) days of the termination date.

21. This Agreement may be terminated by District in the event of a material breach by Provider, upon three (3) days' written notice from District to Provider. In the event of such termination, District shall only pay Provider for services provided prior to the termination in full compliance with this Agreement and shall deduct from such sums (and if such sums are insufficient, Provider shall pay to District the additional sums required to compensate District for) any costs and damages incurred by the District as a result of the material breach(es) of this Agreement by Provider, including but not limited to the increased costs incurred by District to secure replacement services.

22. No exclusive rights are granted under this Agreement. Nothing contained in this Agreement shall be construed to render either Provider or District as a partner, agent or coventurer of the other. Each Party shall be responsible for its own debts, liabilities and obligations.

23. Any notice, demand or communication required, permitted or desired to be given hereunder shall be deemed given when personally delivered or sent via a nationally recognized overnight delivery service, to the addresses set forth herein, or to such other address as the Parties may designate in writing. Copies of notices to Provider shall be simultaneously sent to Provider's Office of Legal Affairs, attn.: General Counsel, at WMCLegalNotices@WMCHealth.org.

24. This Agreement may not be assigned in whole or in part, nor may any obligation hereunder be subcontracted by either Party without the prior written consent of the other Party.

25. This Agreement constitutes the entire agreement between the Parties hereto with respect to the subject matter hereof and shall supersede all previous negotiations, comments and writings.

26. This Agreement shall be construed in accordance with the laws of the State of New Yark, regardless of conflict of laws' provisions. Any litigation between the parties shall be brought in a court of competent jurisdiction in the County of Ulster in the State of New York.

27. In the event any provision of this Agreement is held to be unenforceable for any reason, the unenforceability thereof shall not affect the remainder of this Agreement, which shall remain in full force and effect and enforceable in accordance with its terms. This provision will survive termination or expiration of this Agreement.

28. This Agreement may be executed in any number of counterparts which, when taken together, will constitute one original, and photocopy, facsimile, electronic or other copies shall have the same effect for all purposes as an ink-signed original.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Effective Date.

Provider

By: Deborah de Jong

Name: Deborah de Jong

Title: Assistant Executive Director

Wallkill Central School District

By: _____

Name: Thomas Frisbie

Title: Board of Education President

WCSD ***Wallkill Central School District, 1500 Route 208, Box 310, Wallkill NY 12589***

TEL. (845) 895-7104, FAX (845) 895-8079

Tara Rounds
Assistant Superintendent for Special Education
and Intervention Services

Shannon LaRocco
Coordinator of Special Education

Julie Salisbury
Coordinator of Special Education

SEDCAR Services Agreement

This Services Agreement (the **"Agreement")** is made as of July 1, 2026 **("Effective Date")** by and between **Wallkill Central School District,** located at 1500 Route 208, Wallkill, New York 12589 (the **"District")** and **Kids Therapy Services, PLLC,** with its principal place of business at **1400 Old Country Road Suite C103N Westbury, NY 11590** (the **"Provider").** Provider and District may be referred to individually as a "Party" and together as the "Parties."

WHEREAS, the District is the Local Education Agency (LEA) for the purposes of receiving federal IDEA flow-through funds from New York State Education Department ("NYSED") for Part B, Section 611 (P.L. 94-142 for students with disabilities ages 3-21) and Section 619 (P.L. 99-457 for students with disabilities ages 3-5) and sub- allocating such funds to approved special education programs (ASEPs) for certain students with disabilities; and

WHEREAS, the Provider is an eligible approved special education program authorized to provide special education services to preschool and/or school-aged special education students; and

WHEREAS, the District is authorized to contract with the Provider to provide special education program for preschool and/or school-aged students with education disabilities who reside within the District and who are placed in such program for the provision of special education services.

NOW THEREFORE, the Parties mutually agree as follows:

1. The term of this Agreement shall be for the school year beginning **July 1, 2026** through **June 30, 2027.** Payment of the sub-allocation of such funds to the Provider shall be made on a per student basis.

2. In order to receive payment for the services rendered under this Agreement, the Provider must complete all required forms, particularly the SEDCAR-1 Form, in accordance with the schedule established by the NYSED. The Provider will receive payment from the District based on the total number of students as indicated on the SEDCAR-1 and subject to verification.

3. Within thirty (30) days of receipt of funds from SEO, the District will process the initial payment to the Provider. The Provider may submit an FS 25 Request for subsequent payment after receipt of the initial payment, which shall be accepted by the District as long as it is timely filed in accordance with the schedule established by the NYSED. The FS 1OF shall be completed by the Provider and submitted to the District no later than sixty (60) days after the close of the Provider's grant year. Upon receipt of the required forms, the District shall process payment of funds to the Provider.

4. All forms and notices that shall be given to the District shall be sent to the Board at the following address: PO Box 310 1500 Route 208, Wallkill, New York 12589.

5. The District shall process payments to the Provider in accordance with applicable laws. The Board is only obligated to process payments to the Provider for the provision of services in the approved program as permitted under IDEA. Payments made to the Provide pursuant to this Agreement shall be utilized only for the purpose as provided in IDEA.

6. The Provider shall maintain its books, records and accounts pertaining to the use of these funds in accordance with the requirements of the Reimbursable Cost Manual. The District, SED and the State Comptroller, or their authorized representative(s) shall have the right to conduct a fiscal audit of the Project supported by these funds, provided, however, that nothing in this Agreement will diminish or modify the audit procedures required in any other contract which the Provider may have with the District for the provision of special education or other services. Access to property and personnel related to the Provider's use of these funds shall be provided during an audit.

7. If, upon audit of this Agreement, the District determines that funds were used for unapproved uses, said funds shall be returned to the District upon request.

8. Except as otherwise directed by the District, the Provider shall, until six (6) years after the end of the term of the Agreement, or until six (6) years after the termination of the Agreement, retain all books and records required hereunder, including, without limitation, all cost and accounting records, employee certifications, staff (pedagogical and non-pedagogical) attendance, service and time records pertaining to the use of these funds. The Provider shall make all books and records available to the District, the SED, the State Comptroller, or their authorized representatives, for review and audit at such times during business hours as they may request.

9. The Provider shall furnish any additional data and reports, including, but not limited to SEO submissions, as the District deems to be related to the performance of the Agreement, upon request of the District. The Provider shall be given a reasonable time to respond to such requests.

10. The Provider shall comply with all applicable federal, state, and local laws in connection with the services to be provided by the Provider under this Agreement.

11. Provide assurances that all individuals prior to providing services to District residents under this Agreement are cleared by the New York State Education Department based upon fingerprint criminal background checks in accordance with the provisions contained in the SAVE Legislation. Appropriate written proof of such clearance shall be provided to the District prior to such individuals providing services to the District.

12. The District and the Provider may agree that if state law or regulation is amended during the term of this Agreement to provide for the flow-through to the Provider of funds from prior years known as "carryover funds," this Agreement may also pertain to the distribution of those funds in accordance with the requirements of the law or regulation.

13. Both Parties reserve the right to amend this Agreement, as may be necessary, in order to comply with any change in applicable law, regulations and guidelines governing the operation of this Agreement.

14. This Agreement may only be modified or amended by mutual agreement of the Parties, in writing.

15. The Parties to this Agreement will maintain their independent and separate identities, each having exclusive control of its own management, assets, and affairs. Neither Party will, by virtue of this Agreement, assume any liability or obligation of the other Party.

16. The Provider shall purchase from and maintain in a company or companies lawfully licensed to do business in the State of New York such insurance as will protect Provider and District from claims for which Provider may be legally liable, whether such operations be by Provider or by anyone directly or indirectly employed by Provider, or by anyone for whose acts Provider may be liable. Notwithstanding any terms, conditions or provisions in any other writing between the parties, Provider hereby agrees to effectuate the naming of District as an unrestricted additional insured on Provider's insurance policies, with the exception of workers' compensation and professional liability. If the policy is written on a claims-made basis, the retroactive date must precede the date of this Agreement. The policies naming District as an additional insured shall:

    a. Be purchased from an A.M. Best A- rated or better insurer, licensed to conduct business in New York State and licensed and admitted to issue insurance in New York State.

b. Contain a provision that provides District with 30-day prior written notice of the cancellation of any of Provider's policies.

c. State that the Provider's coverage shall be primary and non-contributory coverage for District, its Board of Education, officers , employees and volunteers.

d. The District shall be listed as an additional insured by using endorsement CG 20 26 or equivalent. The decision to accept an endorsement rests solely with District. A completed copy of the endorsement must be attached to the certificate of insurance.

The certificate of insurance must describe the services provided by Provider that are covered by the liability policies.

Required Insurance to be provided (all below insurance is mandatory for all Providers unless for good cause shown the Board of Education or Assistant Superintendent for Business has authorized in writing a modification that is attached hereto as Exhibit E):

Commercial General Liability
$1,000,000 per occurrence/$2,000,000 aggregate with no exclusions for athletic participants and with proof of coverage for sexual misconduct no less than
$1,000,000.

Worker's Compensation and N.Y.S. Disability
Statutory Workers' Compensation (C105.2 or U-26.3), Employers' Liability and
N.Y.S. Disability Benefits (DB-120.1) 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 proof of Workers' Compensation Insurance of Disability Benefits Insurance. A person claiming an exemption from Worker' Compensation Insurance must file a CE-200 form with the state and provide a copy of such form to the School District.

Professional Errors and Omissions Insurance
$2,000,000 per occurrence/$2,000,000 per aggregate for the professional acts of the PROVIDER performed under this Agreement for the SCHOOL DISTRICT. If written on a "claims-made" basis, the retroactive date must pre-date the inception of this Agreement. Coverage shall remain in effect for two years following the completion of the professional acts of the PROVIDER performed under this Agreement.

Umbrella/Excess Insurance
$3,000,000 each occurrence and aggregate. Umbrella/Excess coverage shall be on a follow-form basis over the required Commercial General Liability and Professional Liability coverage.

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

In the event that any of the insurance coverage to be provided by Provider contains a deductible or self-insured retention, Provider shall indemnify and hold District harmless from the payment of such deductible or self-insured retention, which deductible or self-insured retention shall in all circumstances remain the sole obligation and expense of Provider.

Provider shall provide District with evidence of the above insurance requirements upon execution of the within Agreement. Provider further acknowledges that its failure to obtain or keep current the insurance coverage required by this Agreement shall constitute a material breach of this Agreement and subjects Provider to liability for damages including, but not limited to, direct, indirect, consequential, special and any other damages District sustains as a result of this breach. In addition, Provider shall be responsible for the indemnification to District of any and all costs associated with such lapse in coverage including, but not limited to, reasonable attorneys' fees. At the District's request,

the Provider shall provide a copy of the declaration page of the liability and umbrella policies with a list of endorsements and forms. At the District's request, the Provider also will provide a copy of the policy endorsements and forms. The failure of the District to object to the contents of the evidence of insurance(s) or the absence of same shall not be deemed a waiver of any and all rights held by the District. Prior to commencement of its services, Provider shall obtain and pay for insurance as may be required to comply with the indemnification and hold harmless provisions outlined under this Agreement.

The District is a member/owner of the NY Schools Insurance Reciprocal (NYSIR). The Provider understands and acknowledges that the procurement of the insurance as required herein is intended to benefit not only the District but also the NYSIR, as the District's insurer.

17. The Provider shall indemnify, defend, and hold harmless the District, its Board of Education, officers, directors, agents and employees from all loss, costs, damages and expenses, including reasonable attorney's fees, judgments, fines and amounts paid in settlement in connection with a terminated, pending or completed action, suit or proceeding arising from any act, error or omission, misstatement, misleading statement, neglect or breach of duties by the Provider or any of its officers, directors, agents or employees taken or made with respect to this Agreement. In the event of a breach or unauthorized release of any personally identifiable information of District, its employees, students or administrators by the Provider, Provider must promptly reimburse the District for the full cost of any notifications the District is required to make as a result of the breach or unauthorized release.

18. The Provider agrees that it will not discriminate with respect to its provision of special education services in this Agreement on the grounds of race, religion, creed, color, national origin, sex, sexual orientation, gender identity or expression, age, disability, marital status, veteran status or other non-merit factors, nor shall it discriminate against any individual on such grounds.

19. The District represents and warrants that all non-public information communicated by the Provider to the District in connection with the performance of the services provided under this Agreement shall be regarded as confidential information, used only for the purposes of this Agreement, and in no event shall be disclosed to third parties, including the District's affiliates, partners, employees, agents, or representatives other than those listed herein, unless otherwise required by applicable law, judicial or administrative process, professional standards or a court or government agency of competent jurisdiction (other than as may be required for internal quality assurance, management, or legal review purposes) or if disclosure is in connection with litigation between the Parties arising hereunder. This provision survives termination or expiration of this Agreement.

20. This Agreement may be terminated for convenience by either party upon thirty (30) days written notice to the other party. In the event of such termination, the parties will adjust the accounts due and payable to Provider for services rendered. Provider will not incur any additional expenses upon receipt of District's notification that Provider 's services have been terminated. Upon any such termination, the parties shall endeavor in an orderly manner to wind down activities hereunder. In the event of termination, all reports and services due to District must be completed by the Provider within thirty (30) days of the termination date.

21. This Agreement may be terminated by District in the event of a material breach by Provider, upon three (3) days' written notice from District to Provider. In the event of such termination, District shall only pay Provider for services provided prior to the termination in full compliance with this Agreement and shall deduct from such sums (and if such sums are insufficient, Provider shall pay to District the additional sums required to compensate District for) any costs and damages incurred by the District as a result of the material breach(es) of this Agreement by Provider, including but not limited to the increased costs incurred by District to secure replacement services.

22. No exclusive rights are granted under this Agreement. Nothing contained in this Agreement shall be construed to render either Provider or District as a partner, agent or coventurer of the other. Each Party shall be responsible for its own debts, liabilities and obligations.

23. Any notice, demand or communication required, permitted or desired to be given hereunder shall be deemed given when personally delivered or sent via a nationally recognized overnight delivery service, to the addresses set forth herein, or to such other address as the Parties may designate in writing. Copies of notices to Provider shall be simultaneously sent to Provider's Office of Legal Affairs, attn.: General Counsel, at WMCLegalNotices@WMCHealth.org.

24. This Agreement may not be assigned in whole or in part, nor may any obligation hereunder be subcontracted by either Party without the prior written consent of the other Party.

25. This Agreement constitutes the entire agreement between the Parties hereto with respect to the subject matter hereof and shall supersede all previous negotiations, comments and writings.

26. This Agreement shall be construed in accordance with the laws of the State of New Yark, regardless of conflict of laws' provisions. Any litigation between the parties shall be brought in a court of competent jurisdiction in the County of Ulster in the State of New York.

27. In the event any provision of this Agreement is held to be unenforceable for any reason, the unenforceability thereof shall not affect the remainder of this Agreement, which shall remain in full force and effect and enforceable in accordance with its terms. This provision will survive termination or expiration of this Agreement.

28. This Agreement may be executed in any number of counterparts which, when taken together, will constitute one original, and photocopy, facsimile, electronic or other copies shall have the same effect for all purposes as an ink-signed original.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Effective Date.

Provider Kidz Therapy Services, PLLC

By: Gayle Kligman

Name: Gayle Kligman

Title: Director

Wallkill Central School District

By: _____

Name: Thomas Frisbie

Title: Board of Education President

WCSD ***Wallkill Central School District, 1500 Route 208, Box 310, Wallkill NY 12589***

TEL. (845) 895-7104, FAX (845) 895-8079

Tara Rounds
Assistant Superintendent for Special Education
and Intervention Services

Shannon LaRocco
Coordinator of Special Education

Julie Salisbury
Coordinator of Special Education

SEDCAR Services Agreement

This Services Agreement (the **"Agreement"**) is made as of July 1, 2026 **("Effective Date")** by and between **Wallkill Central School District,** located at 1500 Route 208, Wallkill, New York 12589 (the **"District")** and **Learning Together,** with its principal place of business at **228 Ward Street, Montgomery, New York 12549**(the **"Provider").** Provider and District may be referred to individually as a "Party" and together as the "Parties."

WHEREAS, the District is the Local Education Agency (LEA) for the purposes of receiving federal IDEA flow-through funds from New York State Education Department ("NYSED") for Part B, Section 611 (P.L. 94-142 for students with disabilities ages 3-21) and Section 619 (P.L. 99-457 for students with disabilities ages 3-5) and sub- allocating such funds to approved special education programs (ASEPs) for certain students with disabilities; and

WHEREAS, the Provider is an eligible approved special education program authorized to provide special education services to preschool and/or school-aged special education students; and

WHEREAS, the District is authorized to contract with the Provider to provide special education program for preschool and/or school-aged students with education disabilities who reside within the District and who are placed in such program for the provision of special education services.

NOW THEREFORE, the Parties mutually agree as follows:

1. The term of this Agreement shall be for the school year beginning **July 1, 2026** through **June 30, 2027.** Payment of the sub-allocation of such funds to the Provider shall be made on a per student basis.

2. In order to receive payment for the services rendered under this Agreement, the Provider must complete all required forms, particularly the SEDCAR-1 Form, in accordance with the schedule established by the NYSED. The Provider will receive payment from the District based on the total number of students as indicated on the SEDCAR-1 and subject to verification.

3. Within thirty (30) days of receipt of funds from SEO, the District will process the initial payment to the Provider. The Provider may submit an FS 25 Request for subsequent payment after receipt of the initial payment, which shall be accepted by the District as long as it is timely filed in accordance with the schedule established by the NYSED. The FS 1OF shall be completed by the Provider and submitted to the District no later than sixty (60) days after the close of the Provider's grant year. Upon receipt of the required forms, the District shall process payment of funds to the Provider.

4. All forms and notices that shall be given to the District shall be sent to the Board at the following address: PO Box 310 1500 Route 208, Wallkill, New York 12589.

5. The District shall process payments to the Provider in accordance with applicable laws. The Board is only obligated to process payments to the Provider for the provision of services in the approved program as permitted under IDEA. Payments made to the Provide pursuant to this Agreement shall be utilized only for the purpose as provided in IDEA.

6. The Provider shall maintain its books, records and accounts pertaining to the use of these funds in accordance with the requirements of the Reimbursable Cost Manual. The District, SED and the State Comptroller, or their authorized representative(s) shall have the right to conduct a fiscal audit of the Project supported by these funds, provided, however, that nothing in this Agreement will diminish or modify the audit procedures required in any other contract which the Provider may have with the District for the provision of special education or other services. Access to property and personnel related to the Provider's use of these funds shall be provided during an audit.

7. If, upon audit of this Agreement, the District determines that funds were used for unapproved uses, said funds shall be returned to the District upon request.

8. Except as otherwise directed by the District, the Provider shall, until six (6) years after the end of the term of the Agreement, or until six (6) years after the termination of the Agreement, retain all books and records required hereunder, including, without limitation, all cost and accounting records, employee certifications, staff (pedagogical and non-pedagogical) attendance, service and time records pertaining to the use of these funds. The Provider shall make all books and records available to the District, the SED, the State Comptroller, or their authorized representatives, for review and audit at such times during business hours as they may request.

9. The Provider shall furnish any additional data and reports, including, but not limited to SEO submissions, as the District deems to be related to the performance of the Agreement, upon request of the District. The Provider shall be given a reasonable time to respond to such requests.

10. The Provider shall comply with all applicable federal, state, and local laws in connection with the services to be provided by the Provider under this Agreement.

11. Provide assurances that all individuals prior to providing services to District residents under this Agreement are cleared by the New York State Education Department based upon fingerprint criminal background checks in accordance with the provisions contained in the SAVE Legislation. Appropriate written proof of such clearance shall be provided to the District prior to such individuals providing services to the District.

12. The District and the Provider may agree that if state law or regulation is amended during the term of this Agreement to provide for the flow-through to the Provider of funds from prior years known as "carryover funds," this Agreement may also pertain to the distribution of those funds in accordance with the requirements of the law or regulation.

13. Both Parties reserve the right to amend this Agreement, as may be necessary, in order to comply with any change in applicable law, regulations and guidelines governing the operation of this Agreement.

14. This Agreement may only be modified or amended by mutual agreement of the Parties, in writing.

15. The Parties to this Agreement will maintain their independent and separate identities, each having exclusive control of its own management, assets, and affairs. Neither Party will, by virtue of this Agreement, assume any liability or obligation of the other Party.

16. The Provider shall purchase from and maintain in a company or companies lawfully licensed to do business in the State of New York such insurance as will protect Provider and District from claims for which Provider may be legally liable, whether such operations be by Provider or by anyone directly or indirectly employed by Provider, or by anyone for whose acts Provider may be liable. Notwithstanding any terms, conditions or provisions in any other writing between the parties, Provider hereby agrees to effectuate the naming of District as an unrestricted additional insured on Provider's insurance policies, with the exception of workers' compensation and professional liability. If the policy is written on a claims-made basis, the retroactive date must precede the date of this Agreement. The policies naming District as an additional insured shall:

    a. Be purchased from an A.M. Best A- rated or better insurer, licensed to conduct business in New York State and licensed and admitted to issue insurance in New York State.

b. Contain a provision that provides District with 30-day prior written notice of the cancellation of any of Provider's policies.

c. State that the Provider's coverage shall be primary and non-contributory coverage for District, its Board of Education, officers , employees and volunteers.

d. The District shall be listed as an additional insured by using endorsement CG 20 26 or equivalent. The decision to accept an endorsement rests solely with District. A completed copy of the endorsement must be attached to the certificate of insurance.

The certificate of insurance must describe the services provided by Provider that are covered by the liability policies.

Required Insurance to be provided (all below insurance is mandatory for all Providers unless for good cause shown the Board of Education or Assistant Superintendent for Business has authorized in writing a modification that is attached hereto as Exhibit E):

Commercial General Liability
$1,000,000 per occurrence/$2,000,000 aggregate with no exclusions for athletic participants and with proof of coverage for sexual misconduct no less than
$1,000,000.

Worker's Compensation and N.Y.S. Disability
Statutory Workers' Compensation (C105.2 or U-26.3), Employers' Liability and
N.Y.S. Disability Benefits (DB-120.1) 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 proof of Workers' Compensation Insurance of Disability Benefits Insurance. A person claiming an exemption from Worker' Compensation Insurance must file a CE-200 form with the state and provide a copy of such form to the School District.

Professional Errors and Omissions Insurance
$2,000,000 per occurrence/$2,000,000 per aggregate for the professional acts of the PROVIDER performed under this Agreement for the SCHOOL DISTRICT. If written on a "claims-made" basis, the retroactive date must pre-date the inception of this Agreement. Coverage shall remain in effect for two years following the completion of the professional acts of the PROVIDER performed under this Agreement.

Umbrella/Excess Insurance
$3,000,000 each occurrence and aggregate. Umbrella/Excess coverage shall be on a follow-form basis over the required Commercial General Liability and Professional Liability coverage.

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

In the event that any of the insurance coverage to be provided by Provider contains a deductible or self-insured retention, Provider shall indemnify and hold District harmless from the payment of such deductible or self-insured retention, which deductible or self-insured retention shall in all circumstances remain the sole obligation and expense of Provider.

Provider shall provide District with evidence of the above insurance requirements upon execution of the within Agreement. Provider further acknowledges that its failure to obtain or keep current the insurance coverage required by this Agreement shall constitute a material breach of this Agreement and subjects Provider to liability for damages including, but not limited to, direct, indirect, consequential, special and any other damages District sustains as a result of this breach. In addition, Provider shall be responsible for the indemnification to District of any and all costs associated with such lapse in coverage including, but not limited to, reasonable attorneys' fees. At the District's request,

the Provider shall provide a copy of the declaration page of the liability and umbrella policies with a list of endorsements and forms. At the District's request, the Provider also will provide a copy of the policy endorsements and forms. The failure of the District to object to the contents of the evidence of insurance(s) or the absence of same shall not be deemed a waiver of any and all rights held by the District. Prior to commencement of its services, Provider shall obtain and pay for insurance as may be required to comply with the indemnification and hold harmless provisions outlined under this Agreement.

The District is a member/owner of the NY Schools Insurance Reciprocal (NYSIR). The Provider understands and acknowledges that the procurement of the insurance as required herein is intended to benefit not only the District but also the NYSIR, as the District's insurer.

17. The Provider shall indemnify, defend, and hold harmless the District, its Board of Education, officers, directors, agents and employees from all loss, costs, damages and expenses, including reasonable attorney's fees, judgments, fines and amounts paid in settlement in connection with a terminated, pending or completed action, suit or proceeding arising from any act, error or omission, misstatement, misleading statement, neglect or breach of duties by the Provider or any of its officers, directors, agents or employees taken or made with respect to this Agreement. In the event of a breach or unauthorized release of any personally identifiable information of District, its employees, students or administrators by the Provider, Provider must promptly reimburse the District for the full cost of any notifications the District is required to make as a result of the breach or unauthorized release.

18. The Provider agrees that it will not discriminate with respect to its provision of special education services in this Agreement on the grounds of race, religion, creed, color, national origin, sex, sexual orientation, gender identity or expression, age, disability, marital status, veteran status or other non-merit factors, nor shall it discriminate against any individual on such grounds.

19. The District represents and warrants that all non-public information communicated by the Provider to the District in connection with the performance of the services provided under this Agreement shall be regarded as confidential information, used only for the purposes of this Agreement, and in no event shall be disclosed to third parties, including the District's affiliates, partners, employees, agents, or representatives other than those listed herein, unless otherwise required by applicable law, judicial or administrative process, professional standards or a court or government agency of competent jurisdiction (other than as may be required for internal quality assurance, management, or legal review purposes) or if disclosure is in connection with litigation between the Parties arising hereunder. This provision survives termination or expiration of this Agreement.

20. This Agreement may be terminated for convenience by either party upon thirty (30) days written notice to the other party. In the event of such termination, the parties will adjust the accounts due and payable to Provider for services rendered. Provider will not incur any additional expenses upon receipt of District's notification that Provider 's services have been terminated. Upon any such termination, the parties shall endeavor in an orderly manner to wind down activities hereunder. In the event of termination, all reports and services due to District must be completed by the Provider within thirty (30) days of the termination date.

21. This Agreement may be terminated by District in the event of a material breach by Provider, upon three (3) days' written notice from District to Provider. In the event of such termination, District shall only pay Provider for services provided prior to the termination in full compliance with this Agreement and shall deduct from such sums (and if such sums are insufficient, Provider shall pay to District the additional sums required to compensate District for) any costs and damages incurred by the District as a result of the material breach(es) of this Agreement by Provider, including but not limited to the increased costs incurred by District to secure replacement services.

22. No exclusive rights are granted under this Agreement. Nothing contained in this Agreement shall be construed to render either Provider or District as a partner, agent or coventurer of the other. Each Party shall be responsible for its own debts, liabilities and obligations.

23. Any notice, demand or communication required, permitted or desired to be given hereunder shall be deemed given when personally delivered or sent via a nationally recognized overnight delivery service, to the addresses set forth herein, or to such other address as the Parties may designate in writing. Copies of notices to Provider shall be simultaneously sent to Provider's Office of Legal Affairs, attn.: General Counsel, at WMCLegalNotices@WMCHealth.org.

24. This Agreement may not be assigned in whole or in part, nor may any obligation hereunder be subcontracted by either Party without the prior written consent of the other Party.

25. This Agreement constitutes the entire agreement between the Parties hereto with respect to the subject matter hereof and shall supersede all previous negotiations, comments and writings.

26. This Agreement shall be construed in accordance with the laws of the State of New York, regardless of conflict of laws' provisions. Any litigation between the parties shall be brought in a court of competent jurisdiction in the County of Ulster in the State of New York.

27. In the event any provision of this Agreement is held to be unenforceable for any reason, the unenforceability thereof shall not affect the remainder of this Agreement, which shall remain in full force and effect and enforceable in accordance with its terms. This provision will survive termination or expiration of this Agreement.

28. This Agreement may be executed in any number of counterparts which, when taken together, will constitute one original, and photocopy, facsimile, electronic or other copies shall have the same effect for all purposes as an ink-signed original.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Effective Date.

Provider

By: _____

Name: Robert Maslosti

Title: CFO

Wallkill Central School District

By: _____

Name: Thomas Frisbie

Title: Board of Education President

WCSD ***Wallkill Central School District, 1500 Route 208, Box 310, Wallkill NY 12589***

TEL. (845) 895-7104, FAX (845) 895-8079

Tara Rounds
Assistant Superintendent for Special Education
and Intervention Services

Shannon LaRocco
Coordinator of Special Education

Julie Salisbury
Coordinator of Special Education

SEDCAR Services Agreement

This Services Agreement (the **"Agreement")** is made as of July 1, 2026 **("Effective Date")** by and between **Wallkill Central School District,** located at 1500 Route 208, Wallkill, New York 12589 (the **"District")** and **Liberty Resources,** with its principal place of business at **6723 Towpath Road, East Syracuse, New York 13057** (the **"Provider").** Provider and District may be referred to individually as a "Party" and together as the "Parties."

WHEREAS, the District is the Local Education Agency (LEA) for the purposes of receiving federal IDEA flow-through funds from New York State Education Department ("NYSED") for Part B, Section 611 (P.L. 94-142 for students with disabilities ages 3-21) and Section 619 (P.L. 99-457 for students with disabilities ages 3-5) and sub- allocating such funds to approved special education programs (ASEPs) for certain students with disabilities; and

WHEREAS, the Provider is an eligible approved special education program authorized to provide special education services to preschool and/or school-aged special education students; and

WHEREAS, the District is authorized to contract with the Provider to provide special education program for preschool and/or school-aged students with education disabilities who reside within the District and who are placed in such program for the provision of special education services.

NOW THEREFORE, the Parties mutually agree as follows:

1. The term of this Agreement shall be for the school year beginning **July 1, 2026** through **June 30, 2027.** Payment of the sub-allocation of such funds to the Provider shall be made on a per student basis.

2. In order to receive payment for the services rendered under this Agreement, the Provider must complete all required forms, particularly the SEDCAR-1 Form, in accordance with the schedule established by the NYSED. The Provider will receive payment from the District based on the total number of students as indicated on the SEDCAR-1 and subject to verification.

3. Within thirty (30) days of receipt of funds from SEO, the District will process the initial payment to the Provider. The Provider may submit an FS 25 Request for subsequent payment after receipt of the initial payment, which shall be accepted by the District as long as it is timely filed in accordance with the schedule established by the NYSED. The FS 1OF shall be completed by the Provider and submitted to the District no later than sixty (60) days after the close of the Provider's grant year. Upon receipt of the required forms, the District shall process payment of funds to the Provider.

4. All forms and notices that shall be given to the District shall be sent to the Board at the following address: PO Box 310 1500 Route 208, Wallkill, New York 12589.

5. The District shall process payments to the Provider in accordance with applicable laws. The Board is only obligated to process payments to the Provider for the provision of services in the approved program as permitted under IDEA. Payments made to the Provide pursuant to this Agreement shall be utilized only for the purpose as provided in IDEA.

6. The Provider shall maintain its books, records and accounts pertaining to the use of these funds in accordance with the requirements of the Reimbursable Cost Manual. The District, SED and the State Comptroller, or their authorized representative(s) shall have the right to conduct a fiscal audit of the Project supported by these funds, provided, however, that nothing in this Agreement will diminish or modify the audit procedures required in any other contract which the Provider may have with the District for the provision of special education or other services. Access to property and personnel related to the Provider's use of these funds shall be provided during an audit.

7. If, upon audit of this Agreement, the District determines that funds were used for unapproved uses, said funds shall be returned to the District upon request.

8. Except as otherwise directed by the District, the Provider shall, until six (6) years after the end of the term of the Agreement, or until six (6) years after the termination of the Agreement, retain all books and records required hereunder, including, without limitation, all cost and accounting records, employee certifications, staff (pedagogical and non-pedagogical) attendance, service and time records pertaining to the use of these funds. The Provider shall make all books and records available to the District, the SED, the State Comptroller, or their authorized representatives, for review and audit at such times during business hours as they may request.

9. The Provider shall furnish any additional data and reports, including, but not limited to SEO submissions, as the District deems to be related to the performance of the Agreement, upon request of the District. The Provider shall be given a reasonable time to respond to such requests.

10. The Provider shall comply with all applicable federal, state, and local laws in connection with the services to be provided by the Provider under this Agreement.

11. Provide assurances that all individuals prior to providing services to District residents under this Agreement are cleared by the New York State Education Department based upon fingerprint criminal background checks in accordance with the provisions contained in the SAVE Legislation. Appropriate written proof of such clearance shall be provided to the District prior to such individuals providing services to the District.

12. The District and the Provider may agree that if state law or regulation is amended during the term of this Agreement to provide for the flow-through to the Provider of funds from prior years known as "carryover funds," this Agreement may also pertain to the distribution of those funds in accordance with the requirements of the law or regulation.

13. Both Parties reserve the right to amend this Agreement, as may be necessary, in order to comply with any change in applicable law, regulations and guidelines governing the operation of this Agreement.

14. This Agreement may only be modified or amended by mutual agreement of the Parties, in writing.

15. The Parties to this Agreement will maintain their independent and separate identities, each having exclusive control of its own management, assets, and affairs. Neither Party will, by virtue of this Agreement, assume any liability or obligation of the other Party.

16. The Provider shall purchase from and maintain in a company or companies lawfully licensed to do business in the State of New York such insurance as will protect Provider and District from claims for which Provider may be legally liable, whether such operations be by Provider or by anyone directly or indirectly employed by Provider, or by anyone for whose acts Provider may be liable. Notwithstanding any terms, conditions or provisions in any other writing between the parties, Provider hereby agrees to effectuate the naming of District as an unrestricted additional insured on Provider's insurance policies, with the exception of workers' compensation and professional liability. If the policy is written on a claims-made basis, the retroactive date must precede the date of this Agreement. The policies naming District as an additional insured shall:

    a. Be purchased from an A.M. Best A- rated or better insurer, licensed to conduct business in New York State and licensed and admitted to issue insurance in New York State.

b. Contain a provision that provides District with 30-day prior written notice of the cancellation of any of Provider's policies.

c. State that the Provider's coverage shall be primary and non-contributory coverage for District, its Board of Education, officers , employees and volunteers.

d. The District shall be listed as an additional insured by using endorsement CG 20 26 or equivalent. The decision to accept an endorsement rests solely with District. A completed copy of the endorsement must be attached to the certificate of insurance.

The certificate of insurance must describe the services provided by Provider that are covered by the liability policies.

Required Insurance to be provided (all below insurance is mandatory for all Providers unless for good cause shown the Board of Education or Assistant Superintendent for Business has authorized in writing a modification that is attached hereto as Exhibit E):

Commercial General Liability
$1,000,000 per occurrence/$2,000,000 aggregate with no exclusions for athletic participants and with proof of coverage for sexual misconduct no less than
$1,000,000.

Worker's Compensation and N.Y.S. Disability
Statutory Workers' Compensation (C105.2 or U-26.3), Employers' Liability and
N.Y.S. Disability Benefits (DB-120.1) 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 proof of Workers' Compensation Insurance of Disability Benefits Insurance. A person claiming an exemption from Worker' Compensation Insurance must file a CE-200 form with the state and provide a copy of such form to the School District.

Professional Errors and Omissions Insurance
$2,000,000 per occurrence/$2,000,000 per aggregate for the professional acts of the PROVIDER performed under this Agreement for the SCHOOL DISTRICT. If written on a "claims-made" basis, the retroactive date must pre-date the inception of this Agreement. Coverage shall remain in effect for two years following the completion of the professional acts of the PROVIDER performed under this Agreement.

Umbrella/Excess Insurance
$3,000,000 each occurrence and aggregate. Umbrella/Excess coverage shall be on a follow-form basis over the required Commercial General Liability and Professional Liability coverage.

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

In the event that any of the insurance coverage to be provided by Provider contains a deductible or self-insured retention, Provider shall indemnify and hold District harmless from the payment of such deductible or self-insured retention, which deductible or self-insured retention shall in all circumstances remain the sole obligation and expense of Provider.

Provider shall provide District with evidence of the above insurance requirements upon execution of the within Agreement. Provider further acknowledges that its failure to obtain or keep current the insurance coverage required by this Agreement shall constitute a material breach of this Agreement and subjects Provider to liability for damages including, but not limited to, direct, indirect, consequential, special and any other damages District sustains as a result of this breach. In addition, Provider shall be responsible for the indemnification to District of any and all costs associated with such lapse in coverage including, but not limited to, reasonable attorneys' fees. At the District's request,

the Provider shall provide a copy of the declaration page of the liability and umbrella policies with a list of endorsements and forms. At the District's request, the Provider also will provide a copy of the policy endorsements and forms. The failure of the District to object to the contents of the evidence of insurance(s) or the absence of same shall not be deemed a waiver of any and all rights held by the District. Prior to commencement of its services, Provider shall obtain and pay for insurance as may be required to comply with the indemnification and hold harmless provisions outlined under this Agreement.

The District is a member/owner of the NY Schools Insurance Reciprocal (NYSIR). The Provider understands and acknowledges that the procurement of the insurance as required herein is intended to benefit not only the District but also the NYSIR, as the District's insurer.

17. The Provider shall indemnify, defend, and hold harmless the District, its Board of Education, officers, directors, agents and employees from all loss, costs, damages and expenses, including reasonable attorney's fees, judgments, fines and amounts paid in settlement in connection with a terminated, pending or completed action, suit or proceeding arising from any act, error or omission, misstatement, misleading statement, neglect or breach of duties by the Provider or any of its officers, directors, agents or employees taken or made with respect to this Agreement. In the event of a breach or unauthorized release of any personally identifiable information of District, its employees, students or administrators by the Provider, Provider must promptly reimburse the District for the full cost of any notifications the District is required to make as a result of the breach or unauthorized release.

18. The Provider agrees that it will not discriminate with respect to its provision of special education services in this Agreement on the grounds of race, religion, creed, color, national origin, sex, sexual orientation, gender identity or expression, age, disability, marital status, veteran status or other non-merit factors, nor shall it discriminate against any individual on such grounds.

19. The District represents and warrants that all non-public information communicated by the Provider to the District in connection with the performance of the services provided under this Agreement shall be regarded as confidential information, used only for the purposes of this Agreement, and in no event shall be disclosed to third parties, including the District's affiliates, partners, employees, agents, or representatives other than those listed herein, unless otherwise required by applicable law, judicial or administrative process, professional standards or a court or government agency of competent jurisdiction (other than as may be required for internal quality assurance, management, or legal review purposes) or if disclosure is in connection with litigation between the Parties arising hereunder. This provision survives termination or expiration of this Agreement.

20. This Agreement may be terminated for convenience by either party upon thirty (30) days written notice to the other party. In the event of such termination, the parties will adjust the accounts due and payable to Provider for services rendered. Provider will not incur any additional expenses upon receipt of District's notification that Provider 's services have been terminated. Upon any such termination, the parties shall endeavor in an orderly manner to wind down activities hereunder. In the event of termination, all reports and services due to District must be completed by the Provider within thirty (30) days of the termination date.

21. This Agreement may be terminated by District in the event of a material breach by Provider, upon three (3) days' written notice from District to Provider. In the event of such termination, District shall only pay Provider for services provided prior to the termination in full compliance with this Agreement and shall deduct from such sums (and if such sums are insufficient, Provider shall pay to District the additional sums required to compensate District for) any costs and damages incurred by the District as a result of the material breach(es) of this Agreement by Provider, including but not limited to the increased costs incurred by District to secure replacement services.

22. No exclusive rights are granted under this Agreement. Nothing contained in this Agreement shall be construed to render either Provider or District as a partner, agent or coventurer of the other. Each Party shall be responsible for its own debts, liabilities and obligations.

23. Any notice, demand or communication required, permitted or desired to be given hereunder shall be deemed given when personally delivered or sent via a nationally recognized overnight delivery service, to the addresses set forth herein, or to such other address as the Parties may designate in writing. Copies of notices to Provider shall be simultaneously sent to Provider's Office of Legal Affairs, attn.: General Counsel, at WMCLegalNotices@WMCHealth.org.

24. This Agreement may not be assigned in whole or in part, nor may any obligation hereunder be subcontracted by either Party without the prior written consent of the other Party.

25. This Agreement constitutes the entire agreement between the Parties hereto with respect to the subject matter hereof and shall supersede all previous negotiations, comments and writings.

26. This Agreement shall be construed in accordance with the laws of the State of New Yark, regardless of conflict of laws' provisions. Any litigation between the parties shall be brought in a court of competent jurisdiction in the County of Ulster in the State of New York.

27. In the event any provision of this Agreement is held to be unenforceable for any reason, the unenforceability thereof shall not affect the remainder of this Agreement, which shall remain in full force and effect and enforceable in accordance with its terms. This provision will survive termination or expiration of this Agreement.

28. This Agreement may be executed in any number of counterparts which, when taken together, will constitute one original, and photocopy, facsimile, electronic or other copies shall have the same effect for all purposes as an ink-signed original.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Effective Date.

Provider

By: Laura Zaferakis

Name: Laura Zaferakis

Title: Vice President

Wallkill Central School District

By: _____

Name: Thomas Frisbie

Title: Board of Education President

WCSD

Wallkill Central School District 1500 Route 208, PO Box 310, Wallkill, New York 12589
(845) 895-7104, Fax: (845) 895-8079

Office of Pupil Personnel Services & Federal Programs

Tara Rounds
Assistant Superintendent of Special Education and Intervention Services

Shannon LaRocco
Coordinator of Special Education

Julie Salisbury
Coordinator of Special Education

PROVIDER REIMBURSEMENT AGREEMENT

The Board of Education (BOE) and Mid Island Therapy Associates, LLC D/B/A All About Kids (Provider) agree as follows:

The terms of this Agreement shall be for the grant year beginning July 1, 2026 and ending June 30, 2027.

1. Parties

The Wallkill Central School District as a local educational agency (LEA) receives an allocation of funds pursuant to sections 611 and 619 of the IDEA (federal funds). Provider hereby represents it is an "approved preschool special education program" as defined in Section 4410-b of NYS law. The school district will suballocate to Provider a portion of the federal funds it has received on a "per capita" basis as provided in Chapter 6 of the Laws of 2000.

2. Provider's Duties

A. Forms – In order to receive payment for the services rendered under this Agreement, Provider must complete all required forms, including the "SEDCAR 1" form. The provider will receive payment from the BOE based on the total number of students as indicated on the SEDCAR 1, after appropriate verification by the BOE.

B. 2) 2026-2027 school year: Times of Submission – The SEDCAR 1 form must be completed and received by the BOE no later than May 1, 2026. An FS 10 shall be completed by the Provider and submitted to the BOE no later than May 1, 2026. The Provider will submit to the BOE a dollar amount of expenses for each quarter during the 2026-2027 school year. The BOE will in turn submit an FS 25 to SED to receive funds which will then be distributed to the Provider.

3. Board's Obligations

The BOE shall process payments to Provider in accordance with applicable laws. The BOE is only obligated to process payments to the Provider for the provision of services in the approved project as permitted under IDEA during the established grant period. Payments made to Provider pursuant to this Agreement shall be utilized only for the purposes as provided in the IDEA.

4. Audit Requirements

The provider shall maintain its books, records and accounts pertaining to the use of these funds in accordance with the requirements of the Reimbursable Cost Manual (RCM). The BOE, the SED and the State Comptroller, or their authorized representative(s) shall have the right to conduct a fiscal audit of the project supported by these funds provided, however, that nothing in this Agreement will diminish or modify the audit procedures required in any other contract which Provider may have with the BOE of the provision of special education or other services. Access to property and personnel related to the Provider's use of the funds shall be provided during an audit, including all records maintained by the Provider necessary to substantiate the information contained in the CFR.

If, upon audit of this Agreement, the BOE determines that funds were used for unapproved uses, said funds shall be returned to the BOE upon demand.

Except as otherwise directed by the BOE, Provider shall, until six (6) years after the end of the Agreement, or until six (6) years after the termination of the Agreement, retain all books and records required hereunder, including, without limitation, all cost and accounting records, employee certifications, staff (pedagogical and non-pedagogical) attendance, service and time records pertaining to the use of these funds. Provider shall make all books and records available to the BOE, the SED, the State Comptroller, or their authorized representatives, for review and audit at such times during business hours as they may request.

5. Additional Data

Provider shall furnish any additional data and reports, including, but not limited to, SED submissions, as the BOE deems to be materially related to the performance of the Agreement upon the reasonable request of the BOE.

6. Compliance with the Law

Provider shall comply with all applicable federal, state, and local laws in connection with the services to be provided by Provider under this Agreement, including (but not limited to) IDEA; Section 504 of the rehabilitation Act of 1973; the Agreement with Disabilities Act; Article 89 of the New York State Education Law: Title IX: Title VI, and Title VH. Together with all applicable implementing regulations hereto.

7. Amendment

The BOE reserves the right to amend this Agreement, as may be necessary, in order to comply with any change in applicable law, regulation and guidelines governing the operation of this Agreement.

8. Independent Status

The parties to this Agreement will maintain their independent and separate identities, each having control of its own management, assets, and affairs. Neither party will by virtue of this Agreement assume any liability or obligation of the other party.

9. Assignment

Provider may not assign its right or obligations under this Agreement without the prior written consent of the BOE.

10. Indemnification

Provider agrees to defend and indemnify the BOE against any claims arising out of provider's performance of this agreement.

MID ISLAND THERAPY ASSOCAITES. LLC
D/B/A ALL ABOUT KIDS

Dated: 03/16/2026

Dr. Michael L. Grossfeld, CCC-SLPD, Assist. Exec. Dir., Partner

Provider

WALLKILL CSD

Dated: _____

_____

Board of Education

WCSD

Wallkill Central School District 1500 Route 208, PO Box 310, Wallkill, New York 12589
(845) 895-7104, Fax: (845) 895-8079

Office of Pupil Personnel Services & Federal Programs

Tara Rounds
Assistant Superintendent of Special Education and Intervention Services

Shannon LaRocco
Coordinator of Special Education

Julie Salisbury
Coordinator of Special Education

PROVIDER AGREEMENT
BETWEEN THE NEW YORK STATE DEPARTMENT AND THE SERVICE PROVIDERS UNDER CONTRACT WITH THE SCHOOL DISTRICT WHICH IS ENROLLED IN THE NEW YOUR STATE MEDICAID SCHOOL SUPPORTIVE HEALTH SERVICES PROGRAM (SSHSP)

Based upon a request by the school district to participate in the New York State Medicaid SSHSP Program under Title XIX of the Social Security Act,

Mid Island Therapy Associates, LLC D/B/A All About Kids
(Organization/Contracted Provider's Name)

Will hereinafter be called the (outside contracted) Provider, agrees as follows to:

A)

1) Keep any record necessary to disclose the extent of services the Provider furnished to recipients receiving assistance under the New York State Plan for Medicaid Assistance.

2) On request, furnish the New York States Department of Health, or its designee and Secretary of the United States Department of Health and human Services, and the New York State Medicaid Fraud Control Unit any information maintained under paragraph (A)(1), and any information regarding and Medicaid claims reassigned by the Provider.

3) Comply with the disclosure requirements specified in 42 CFR Part 455, Subpart B.

B) Comply with Title VI of the Civil rights Act of 1964, Section 504 of the Federal Rehabilitation Act of 1973, and all other State and Federal statutory and constitutional non-discrimination provisions which prohibit discrimination of the basis of race, color, national origin, handicap, age, sex, religion and/or marital status.

C) Abide by all applicable Federal and State laws and regulations, including the Social Security Act, the New York State Social Service Law, Part 42 of the Code of Federal Regulations and title 18 of the Codes, Rules and Regulations of the State of New York.

(Outside Contract) Providers Authorized Signature: Dr. Michael L. Grossfeld, CCC-SLPD, Assist. Exec. Dir., Partner

Address: 255 Executive Drive, Suite LL 108

City: Plainview State: NY Zip: 11803

Dr. Michael L. Grossfeld Ext. 109

Telephone: (516) 576-2040 Anne Du Pree, Contracts Mgr. Ext. 175 Date: 3/16/2026

Please list the School District(s) under contract with on the back of this form.

WALLKILL CSD

WCSD *Wallkill Central School District 1500 Route 208, Box 310, Wallkill NY 12589*

Office of Pupil Personnel Services & Federal Programs

Tara Rounds
Assistant Superintendent of Special Education and Intervention Services

Shannon LaRocco
Coordinator of Special Education

Julie Salisbury
Coordinator of Special Education

STATEMENT OF REASSIGNMENT

Mid Island Therapy Associates, LLC D/B/A All About Kids
Name of the Outside Contracted Provider

By this reassignment the above-named outside contracted provider of services agrees:

1. to reassign all Medicaid reimbursements to your school district that you contracted with for providing medical services billed under the School Supportive Health Services Program (SSHSP).

2. to accept as payment in full the contracted reimbursement rates for covered services.

3. to comply with all the rules and policies as described in your contract with the school district.

4. to agree not to bill Medicaid directly for any services that the school district will bill for under the SSHSP program.

NOTE: Nothing in this "Agreement of Reassignment" would prohibit Medicaid practitioner from claiming reimbursement for Medicaid eligible services rendered outside of the scope of the School Supportive Health Services Program (SSHSP)

3/16/20
(Date)

(Outside Contract) Providers Authorized Signature

WALLKILL CENTRAL SCHOOL DISTRICT
School District (under contract with): List additional ones on back of this form.)

WCSD ***Wallkill Central School District, 1500 Route 208, Box 310, Wallkill NY 12589***

TEL. (845) 895-7104, FAX (845) 895-8079

Tara Rounds
Assistant Superintendent for Special Education
and Intervention Services

Shannon LaRocco
Coordinator of Special Education

Julie Salisbury
Coordinator of Special Education

SEDCAR Services Agreement

This Services Agreement (the **"Agreement")** is made as of July 1, 2026 **("Effective Date")** by and between **Wallkill Central School District,** located at 1500 Route 208, Wallkill, New York 12589 (the **"District")** and **New York School for The Deaf,** with its principal place of business at **555 Knollwood Road, White Plains, New York 10603** (the **"Provider").** Provider and District may be referred to individually as a "Party" and together as the "Parties."

WHEREAS, the District is the Local Education Agency (LEA) for the purposes of receiving federal IDEA flow-through funds from New York State Education Department ("NYSED") for Part B, Section 611 (P.L. 94-142 for students with disabilities ages 3-21) and Section 619 (P.L. 99-457 for students with disabilities ages 3-5) and sub- allocating such funds to approved special education programs (ASEPs) for certain students with disabilities; and

WHEREAS, the Provider is an eligible approved special education program authorized to provide special education services to preschool and/or school-aged special education students; and

WHEREAS, the District is authorized to contract with the Provider to provide special education program for preschool and/or school-aged students with education disabilities who reside within the District and who are placed in such program for the provision of special education services.

NOW THEREFORE, the Parties mutually agree as follows:

1. The term of this Agreement shall be for the school year beginning **July 1, 2026** through **June 30, 2027.** Payment of the sub-allocation of such funds to the Provider shall be made on a per student basis.

2. In order to receive payment for the services rendered under this Agreement, the Provider must complete all required forms, particularly the SEDCAR-1 Form, in accordance with the schedule established by the NYSED. The Provider will receive payment from the District based on the total number of students as indicated on the SEDCAR-1 and subject to verification.

3. Within thirty (30) days of receipt of funds from SEO, the District will process the initial payment to the Provider. The Provider may submit an FS 25 Request for subsequent payment after receipt of the initial payment, which shall be accepted by the District as long as it is timely filed in accordance with the schedule established by the NYSED. The FS 1OF shall be completed by the Provider and submitted to the District no later than sixty (60) days after the close of the Provider's grant year. Upon receipt of the required forms, the District shall process payment of funds to the Provider.

4. All forms and notices that shall be given to the District shall be sent to the Board at the following address: PO Box 310 1500 Route 208, Wallkill, New York 12589.

5. The District shall process payments to the Provider in accordance with applicable laws. The Board is only obligated to process payments to the Provider for the provision of services in the approved program as permitted under IDEA. Payments made to the Provide pursuant to this Agreement shall be utilized only for the purpose as provided in IDEA.

6. The Provider shall maintain its books, records and accounts pertaining to the use of these funds in accordance with the requirements of the Reimbursable Cost Manual. The District, SED and the State Comptroller, or their authorized representative(s) shall have the right to conduct a fiscal audit of the Project supported by these funds, provided, however, that nothing in this Agreement will diminish or modify the audit procedures required in any other contract which the Provider may have with the District for the provision of special education or other services. Access to property and personnel related to the Provider's use of these funds shall be provided during an audit.

7. If, upon audit of this Agreement, the District determines that funds were used for unapproved uses, said funds shall be returned to the District upon request.

8. Except as otherwise directed by the District, the Provider shall, until six (6) years after the end of the term of the Agreement, or until six (6) years after the termination of the Agreement, retain all books and records required hereunder, including, without limitation, all cost and accounting records, employee certifications, staff (pedagogical and non-pedagogical) attendance, service and time records pertaining to the use of these funds. The Provider shall make all books and records available to the District, the SED, the State Comptroller, or their authorized representatives, for review and audit at such times during business hours as they may request.

9. The Provider shall furnish any additional data and reports, including, but not limited to SEO submissions, as the District deems to be related to the performance of the Agreement, upon request of the District. The Provider shall be given a reasonable time to respond to such requests.

10. The Provider shall comply with all applicable federal, state, and local laws in connection with the services to be provided by the Provider under this Agreement.

11. Provide assurances that all individuals prior to providing services to District residents under this Agreement are cleared by the New York State Education Department based upon fingerprint criminal background checks in accordance with the provisions contained in the SAVE Legislation. Appropriate written proof of such clearance shall be provided to the District prior to such individuals providing services to the District.

12. The District and the Provider may agree that if state law or regulation is amended during the term of this Agreement to provide for the flow-through to the Provider of funds from prior years known as "carryover funds," this Agreement may also pertain to the distribution of those funds in accordance with the requirements of the law or regulation.

13. Both Parties reserve the right to amend this Agreement, as may be necessary, in order to comply with any change in applicable law, regulations and guidelines governing the operation of this Agreement.

14. This Agreement may only be modified or amended by mutual agreement of the Parties, in writing.

15. The Parties to this Agreement will maintain their independent and separate identities, each having exclusive control of its own management, assets, and affairs. Neither Party will, by virtue of this Agreement, assume any liability or obligation of the other Party.

16. The Provider shall purchase from and maintain in a company or companies lawfully licensed to do business in the State of New York such insurance as will protect Provider and District from claims for which Provider may be legally liable, whether such operations be by Provider or by anyone directly or indirectly employed by Provider, or by anyone for whose acts Provider may be liable. Notwithstanding any terms, conditions or provisions in any other writing between the parties, Provider hereby agrees to effectuate the naming of District as an unrestricted additional insured on Provider's insurance policies, with the exception of workers' compensation and professional liability. If the policy is written on a claims-made basis, the retroactive date must precede the date of this Agreement. The policies naming District as an additional insured shall:

    a. Be purchased from an A.M. Best A- rated or better insurer, licensed to conduct business in New York State and licensed and admitted to issue insurance in New York State.

b. Contain a provision that provides District with 30-day prior written notice of the cancellation of any of Provider's policies.

c. State that the Provider's coverage shall be primary and non-contributory coverage for District, its Board of Education, officers , employees and volunteers.

d. The District shall be listed as an additional insured by using endorsement CG 20 26 or equivalent. The decision to accept an endorsement rests solely with District. A completed copy of the endorsement must be attached to the certificate of insurance.

The certificate of insurance must describe the services provided by Provider that are covered by the liability policies.

Required Insurance to be provided (all below insurance is mandatory for all Providers unless for good cause shown the Board of Education or Assistant Superintendent for Business has authorized in writing a modification that is attached hereto as Exhibit E):

Commercial General Liability
$1,000,000 per occurrence/$2,000,000 aggregate with no exclusions for athletic participants and with proof of coverage for sexual misconduct no less than
$1,000,000.

Worker's Compensation and N.Y.S. Disability
Statutory Workers' Compensation (C105.2 or U-26.3), Employers' Liability and N.Y.S. Disability Benefits (DB-120.1) 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 proof of Workers' Compensation Insurance of Disability Benefits Insurance. A person claiming an exemption from Worker' Compensation Insurance must file a CE-200 form with the state and provide a copy of such form to the School District.

Professional Errors and Omissions Insurance
$2,000,000 per occurrence/$2,000,000 per aggregate for the professional acts of the PROVIDER performed under this Agreement for the SCHOOL DISTRICT. If written on a "claims-made" basis, the retroactive date must pre-date the inception of this Agreement. Coverage shall remain in effect for two years following the completion of the professional acts of the PROVIDER performed under this Agreement.

Umbrella/Excess Insurance
$3,000,000 each occurrence and aggregate. Umbrella/Excess coverage shall be on a follow-form basis over the required Commercial General Liability and Professional Liability coverage.

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

In the event that any of the insurance coverage to be provided by Provider contains a deductible or self-insured retention, Provider shall indemnify and hold District harmless from the payment of such deductible or self-insured retention, which deductible or self-insured retention shall in all circumstances remain the sole obligation and expense of Provider.

Provider shall provide District with evidence of the above insurance requirements upon execution of the within Agreement. Provider further acknowledges that its failure to obtain or keep current the insurance coverage required by this Agreement shall constitute a material breach of this Agreement and subjects Provider to liability for damages including, but not limited to, direct, indirect, consequential, special and any other damages District sustains as a result of this breach. In addition, Provider shall be responsible for the indemnification to District of any and all costs associated with such lapse in coverage including, but not limited to, reasonable attorneys' fees. At the District's request,

the Provider shall provide a copy of the declaration page of the liability and umbrella policies with a list of endorsements and forms. At the District's request, the Provider also will provide a copy of the policy endorsements and forms. The failure of the District to object to the contents of the evidence of insurance(s) or the absence of same shall not be deemed a waiver of any and all rights held by the District. Prior to commencement of its services, Provider shall obtain and pay for insurance as may be required to comply with the indemnification and hold harmless provisions outlined under this Agreement.

The District is a member/owner of the NY Schools Insurance Reciprocal (NYSIR). The Provider understands and acknowledges that the procurement of the insurance as required herein is intended to benefit not only the District but also the NYSIR, as the District's insurer.

17. The Provider shall indemnify, defend, and hold harmless the District, its Board of Education, officers, directors, agents and employees from all loss, costs, damages and expenses, including reasonable attorney's fees, judgments, fines and amounts paid in settlement in connection with a terminated, pending or completed action, suit or proceeding arising from any act, error or omission, misstatement, misleading statement, neglect or breach of duties by the Provider or any of its officers, directors, agents or employees taken or made with respect to this Agreement. In the event of a breach or unauthorized release of any personally identifiable information of District, its employees, students or administrators by the Provider, Provider must promptly reimburse the District for the full cost of any notifications the District is required to make as a result of the breach or unauthorized release.

18. The Provider agrees that it will not discriminate with respect to its provision of special education services in this Agreement on the grounds of race, religion, creed, color, national origin, sex, sexual orientation, gender identity or expression, age, disability, marital status, veteran status or other non-merit factors, nor shall it discriminate against any individual on such grounds.

19. The District represents and warrants that all non-public information communicated by the Provider to the District in connection with the performance of the services provided under this Agreement shall be regarded as confidential information, used only for the purposes of this Agreement, and in no event shall be disclosed to third parties, including the District's affiliates, partners, employees, agents, or representatives other than those listed herein, unless otherwise required by applicable law, judicial or administrative process, professional standards or a court or government agency of competent jurisdiction (other than as may be required for internal quality assurance, management, or legal review purposes) or if disclosure is in connection with litigation between the Parties arising hereunder. This provision survives termination or expiration of this Agreement.

20. This Agreement may be terminated for convenience by either party upon thirty (30) days written notice to the other party. In the event of such termination, the parties will adjust the accounts due and payable to Provider for services rendered. Provider will not incur any additional expenses upon receipt of District's notification that Provider 's services have been terminated. Upon any such termination, the parties shall endeavor in an orderly manner to wind down activities hereunder. In the event of termination, all reports and services due to District must be completed by the Provider within thirty (30) days of the termination date.

21. This Agreement may be terminated by District in the event of a material breach by Provider, upon three (3) days' written notice from District to Provider. In the event of such termination, District shall only pay Provider for services provided prior to the termination in full compliance with this Agreement and shall deduct from such sums (and if such sums are insufficient, Provider shall pay to District the additional sums required to compensate District for) any costs and damages incurred by the District as a result of the material breach(es) of this Agreement by Provider, including but not limited to the increased costs incurred by District to secure replacement services.

22. No exclusive rights are granted under this Agreement. Nothing contained in this Agreement shall be construed to render either Provider or District as a partner, agent or coventurer of the other. Each Party shall be responsible for its own debts, liabilities and obligations.

23. Any notice, demand or communication required, permitted or desired to be given hereunder shall be deemed given when personally delivered or sent via a nationally recognized overnight delivery service, to the addresses set forth herein, or to such other address as the Parties may designate in writing. Copies of notices to Provider shall be simultaneously sent to Provider's Office of Legal Affairs, attn.: General Counsel, at WMCLegalNotices@WMCHealth.org.

24. This Agreement may not be assigned in whole or in part, nor may any obligation hereunder be subcontracted by either Party without the prior written consent of the other Party.

25. This Agreement constitutes the entire agreement between the Parties hereto with respect to the subject matter hereof and shall supersede all previous negotiations, comments and writings.

26. This Agreement shall be construed in accordance with the laws of the State of New Yark, regardless of conflict of laws' provisions. Any litigation between the parties shall be brought in a court of competent jurisdiction in the County of Ulster in the State of New York.

27. In the event any provision of this Agreement is held to be unenforceable for any reason, the unenforceability thereof shall not affect the remainder of this Agreement, which shall remain in full force and effect and enforceable in accordance with its terms. This provision will survive termination or expiration of this Agreement.

28. This Agreement may be executed in any number of counterparts which, when taken together, will constitute one original, and photocopy, facsimile, electronic or other copies shall have the same effect for all purposes as an ink-signed original.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Effective Date.

Provider

By: _____

Name: Dr. Joseph Sanborn

Title: Superintendent

Wallkill Central School District

By: _____

Name: Thomas Frisbie

Title: Board of Education President

WCSD ***Wallkill Central School District, 1500 Route 208, Box 310, Wallkill NY 12589***

TEL. (845) 895-7104, FAX (845) 895-8079

Tara Rounds
Assistant Superintendent for Special Education
and Intervention Services

Shannon LaRocco
Coordinator of Special Education

Julie Salisbury
Coordinator of Special Education

SEDCAR Services Agreement

This Services Agreement (the **"Agreement")** is made as of July 1, 2026 **("Effective Date")** by and between **Wallkill Central School District,** located at 1500 Route 208, Wallkill, New York 12589 (the **"District")** and **Partnership for Education, Family & Educational Consultants, LLC** with its principal place of business at **16 Lucas Avenue Suite 201 Kingston, NY 12401** (the **"Provider").** Provider and District may be referred to individually as a "Party" and together as the "Parties."

WHEREAS, the District is the Local Education Agency (LEA) for the purposes of receiving federal IDEA flow-through funds from New York State Education Department ("NYSED") for Part B, Section 611 (P.L. 94-142 for students with disabilities ages 3-21) and Section 619 (P.L. 99-457 for students with disabilities ages 3-5) and sub- allocating such funds to approved special education programs (ASEPs) for certain students with disabilities; and

WHEREAS, the Provider is an eligible approved special education program authorized to provide special education services to preschool and/or school-aged special education students; and

WHEREAS, the District is authorized to contract with the Provider to provide special education program for preschool and/or school-aged students with education disabilities who reside within the District and who are placed in such program for the provision of special education services.

NOW THEREFORE, the Parties mutually agree as follows:

1. The term of this Agreement shall be for the school year beginning **July 1, 2026** through **June 30, 2027.** Payment of the sub-allocation of such funds to the Provider shall be made on a per student basis.

2. In order to receive payment for the services rendered under this Agreement, the Provider must complete all required forms, particularly the SEDCAR-1 Form, in accordance with the schedule established by the NYSED. The Provider will receive payment from the District based on the total number of students as indicated on the SEDCAR-1 and subject to verification.

3. Within thirty (30) days of receipt of funds from SEO, the District will process the initial payment to the Provider. The Provider may submit an FS 25 Request for subsequent payment after receipt of the initial payment, which shall be accepted by the District as long as it is timely filed in accordance with the schedule established by the NYSED. The FS 1OF shall be completed by the Provider and submitted to the District no later than sixty (60) days after the close of the Provider's grant year. Upon receipt of the required forms, the District shall process payment of funds to the Provider.

4. All forms and notices that shall be given to the District shall be sent to the Board at the following address: PO Box 310 1500 Route 208, Wallkill, New York 12589.

5. The District shall process payments to the Provider in accordance with applicable laws. The Board is only obligated to process payments to the Provider for the provision of services in the approved program as permitted under IDEA. Payments made to the Provide pursuant to this Agreement shall be utilized only for the purpose as provided in IDEA.

6. The Provider shall maintain its books, records and accounts pertaining to the use of these funds in accordance with the requirements of the Reimbursable Cost Manual. The District, SED and the State Comptroller, or their authorized representative(s) shall have the right to conduct a fiscal audit of the Project supported by these funds, provided, however, that nothing in this Agreement will diminish or modify the audit procedures required in any other contract which the Provider may have with the District for the provision of special education or other services. Access to property and personnel related to the Provider's use of these funds shall be provided during an audit.

7. If, upon audit of this Agreement, the District determines that funds were used for unapproved uses, said funds shall be returned to the District upon request.

8. Except as otherwise directed by the District, the Provider shall, until six (6) years after the end of the term of the Agreement, or until six (6) years after the termination of the Agreement, retain all books and records required hereunder, including, without limitation, all cost and accounting records, employee certifications, staff (pedagogical and non-pedagogical) attendance, service and time records pertaining to the use of these funds. The Provider shall make all books and records available to the District, the SED, the State Comptroller, or their authorized representatives, for review and audit at such times during business hours as they may request.

9. The Provider shall furnish any additional data and reports, including, but not limited to SEO submissions, as the District deems to be related to the performance of the Agreement, upon request of the District. The Provider shall be given a reasonable time to respond to such requests.

10. The Provider shall comply with all applicable federal, state, and local laws in connection with the services to be provided by the Provider under this Agreement.

11. Provide assurances that all individuals prior to providing services to District residents under this Agreement are cleared by the New York State Education Department based upon fingerprint criminal background checks in accordance with the provisions contained in the SAVE Legislation. Appropriate written proof of such clearance shall be provided to the District prior to such individuals providing services to the District.

12. The District and the Provider may agree that if state law or regulation is amended during the term of this Agreement to provide for the flow-through to the Provider of funds from prior years known as "carryover funds," this Agreement may also pertain to the distribution of those funds in accordance with the requirements of the law or regulation.

13. Both Parties reserve the right to amend this Agreement, as may be necessary, in order to comply with any change in applicable law, regulations and guidelines governing the operation of this Agreement.

14. This Agreement may only be modified or amended by mutual agreement of the Parties, in writing.

15. The Parties to this Agreement will maintain their independent and separate identities, each having exclusive control of its own management, assets, and affairs. Neither Party will, by virtue of this Agreement, assume any liability or obligation of the other Party.

16. The Provider shall purchase from and maintain in a company or companies lawfully licensed to do business in the State of New York such insurance as will protect Provider and District from claims for which Provider may be legally liable, whether such operations be by Provider or by anyone directly or indirectly employed by Provider, or by anyone for whose acts Provider may be liable. Notwithstanding any terms, conditions or provisions in any other writing between the parties, Provider hereby agrees to effectuate the naming of District as an unrestricted additional insured on Provider's insurance policies, with the exception of workers' compensation and professional liability. If the policy is written on a claims-made basis, the retroactive date must precede the date of this Agreement. The policies naming District as an additional insured shall:

    a. Be purchased from an A.M. Best A- rated or better insurer, licensed to conduct business in New York State and licensed and admitted to issue insurance in New York State.

b. Contain a provision that provides District with 30-day prior written notice of the cancellation of any of Provider's policies.

c. State that the Provider's coverage shall be primary and non-contributory coverage for District, its Board of Education, officers , employees and volunteers.

d. The District shall be listed as an additional insured by using endorsement CG 20 26 or equivalent. The decision to accept an endorsement rests solely with District. A completed copy of the endorsement must be attached to the certificate of insurance.

The certificate of insurance must describe the services provided by Provider that are covered by the liability policies.

Required Insurance to be provided (all below insurance is mandatory for all Providers unless for good cause shown the Board of Education or Assistant Superintendent for Business has authorized in writing a modification that is attached hereto as Exhibit E):

Commercial General Liability
$1,000,000 per occurrence/$2,000,000 aggregate with no exclusions for athletic participants and with proof of coverage for sexual misconduct no less than
$1,000,000.

Worker's Compensation and N.Y.S. Disability
Statutory Workers' Compensation (C105.2 or U-26.3), Employers' Liability and
N.Y.S. Disability Benefits (DB-120.1) 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 proof of Workers' Compensation Insurance of Disability Benefits Insurance. A person claiming an exemption from Worker' Compensation Insurance must file a CE-200 form with the state and provide a copy of such form to the School District.

Professional Errors and Omissions Insurance
$2,000,000 per occurrence/$2,000,000 per aggregate for the professional acts of the PROVIDER performed under this Agreement for the SCHOOL DISTRICT. If written on a "claims-made" basis, the retroactive date must pre-date the inception of this Agreement. Coverage shall remain in effect for two years following the completion of the professional acts of the PROVIDER performed under this Agreement.

Umbrella/Excess Insurance
$3,000,000 each occurrence and aggregate. Umbrella/Excess coverage shall be on a follow-form basis over the required Commercial General Liability and Professional Liability coverage.

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

In the event that any of the insurance coverage to be provided by Provider contains a deductible or self-insured retention, Provider shall indemnify and hold District harmless from the payment of such deductible or self-insured retention, which deductible or self-insured retention shall in all circumstances remain the sole obligation and expense of Provider.

Provider shall provide District with evidence of the above insurance requirements upon execution of the within Agreement. Provider further acknowledges that its failure to obtain or keep current the insurance coverage required by this Agreement shall constitute a material breach of this Agreement and subjects Provider to liability for damages including, but not limited to, direct, indirect, consequential, special and any other damages District sustains as a result of this breach. In addition, Provider shall be responsible for the indemnification to District of any and all costs associated with such lapse in coverage including, but not limited to, reasonable attorneys' fees. At the District's request,

the Provider shall provide a copy of the declaration page of the liability and umbrella policies with a list of endorsements and forms. At the District's request, the Provider also will provide a copy of the policy endorsements and forms. The failure of the District to object to the contents of the evidence of insurance(s) or the absence of same shall not be deemed a waiver of any and all rights held by the District. Prior to commencement of its services, Provider shall obtain and pay for insurance as may be required to comply with the indemnification and hold harmless provisions outlined under this Agreement.

The District is a member/owner of the NY Schools Insurance Reciprocal (NYSIR). The Provider understands and acknowledges that the procurement of the insurance as required herein is intended to benefit not only the District but also the NYSIR, as the District's insurer.

17. The Provider shall indemnify, defend, and hold harmless the District, its Board of Education, officers, directors, agents and employees from all loss, costs, damages and expenses, including reasonable attorney's fees, judgments, fines and amounts paid in settlement in connection with a terminated, pending or completed action, suit or proceeding arising from any act, error or omission, misstatement, misleading statement, neglect or breach of duties by the Provider or any of its officers, directors, agents or employees taken or made with respect to this Agreement. In the event of a breach or unauthorized release of any personally identifiable information of District, its employees, students or administrators by the Provider, Provider must promptly reimburse the District for the full cost of any notifications the District is required to make as a result of the breach or unauthorized release.

18. The Provider agrees that it will not discriminate with respect to its provision of special education services in this Agreement on the grounds of race, religion, creed, color, national origin, sex, sexual orientation, gender identity or expression, age, disability, marital status, veteran status or other non-merit factors, nor shall it discriminate against any individual on such grounds.

19. The District represents and warrants that all non-public information communicated by the Provider to the District in connection with the performance of the services provided under this Agreement shall be regarded as confidential information, used only for the purposes of this Agreement, and in no event shall be disclosed to third parties, including the District's affiliates, partners, employees, agents, or representatives other than those listed herein, unless otherwise required by applicable law, judicial or administrative process, professional standards or a court or government agency of competent jurisdiction (other than as may be required for internal quality assurance, management, or legal review purposes) or if disclosure is in connection with litigation between the Parties arising hereunder. This provision survives termination or expiration of this Agreement.

20. This Agreement may be terminated for convenience by either party upon thirty (30) days written notice to the other party. In the event of such termination, the parties will adjust the accounts due and payable to Provider for services rendered. Provider will not incur any additional expenses upon receipt of District's notification that Provider 's services have been terminated. Upon any such termination, the parties shall endeavor in an orderly manner to wind down activities hereunder. In the event of termination, all reports and services due to District must be completed by the Provider within thirty (30) days of the termination date.

21. This Agreement may be terminated by District in the event of a material breach by Provider, upon three (3) days' written notice from District to Provider. In the event of such termination, District shall only pay Provider for services provided prior to the termination in full compliance with this Agreement and shall deduct from such sums (and if such sums are insufficient, Provider shall pay to District the additional sums required to compensate District for) any costs and damages incurred by the District as a result of the material breach(es) of this Agreement by Provider, including but not limited to the increased costs incurred by District to secure replacement services.

22. No exclusive rights are granted under this Agreement. Nothing contained in this Agreement shall be construed to render either Provider or District as a partner, agent or coventurer of the other. Each Party shall be responsible for its own debts, liabilities and obligations.

23. Any notice, demand or communication required, permitted or desired to be given hereunder shall be deemed given when personally delivered or sent via a nationally recognized overnight delivery service, to the addresses set forth herein, or to such other address as the Parties may designate in writing. Copies of notices to Provider shall be simultaneously sent to Provider's Office of Legal Affairs, attn.: General Counsel, at WMCLegalNotices@WMCHealth.org.

24. This Agreement may not be assigned in whole or in part, nor may any obligation hereunder be subcontracted by either Party without the prior written consent of the other Party.

25. This Agreement constitutes the entire agreement between the Parties hereto with respect to the subject matter hereof and shall supersede all previous negotiations, comments and writings.

26. This Agreement shall be construed in accordance with the laws of the State of New Yark, regardless of conflict of laws' provisions. Any litigation between the parties shall be brought in a court of competent jurisdiction in the County of Ulster in the State of New York.

27. In the event any provision of this Agreement is held to be unenforceable for any reason, the unenforceability thereof shall not affect the remainder of this Agreement, which shall remain in full force and effect and enforceable in accordance with its terms. This provision will survive termination or expiration of this Agreement.

28. This Agreement may be executed in any number of counterparts which, when taken together, will constitute one original, and photocopy, facsimile, electronic or other copies shall have the same effect for all purposes as an ink-signed original.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Effective Date.

Provider

By: _____

Name: Claudia L Stedge

Title: Director

Wallkill Central School District

By: _____

Name: Thomas Frisbie

Title: Board of Education President

WCSD ***Wallkill Central School District, 1500 Route 208, Box 310, Wallkill NY 12589***

TEL. (845) 895-7104, FAX (845) 895-8079

Tara Rounds
Assistant Superintendent for Special Education
and Intervention Services

Shannon LaRocco
Coordinator of Special Education

Julie Salisbury
Coordinator of Special Education

SEDCAR Services Agreement

This Services Agreement (the **"Agreement")** is made as of July 1, 2026 **("Effective Date")** by and between **Wallkill Central School District,** located at 1500 Route 208, Wallkill, New York 12589 (the **"District")** and **The Arc of Mid-Hudson Brookside School,** with its principal place of business at **11 Tanhouse Brook Road, Cottekill, New York 12419** (the **"Provider").** Provider and District may be referred to individually as a "Party" and together as the "Parties."

WHEREAS, the District is the Local Education Agency (LEA) for the purposes of receiving federal IDEA flow-through funds from New York State Education Department ("NYSED") for Part B, Section 611 (P.L. 94-142 for students with disabilities ages 3-21) and Section 619 (P.L. 99-457 for students with disabilities ages 3-5) and sub- allocating such funds to approved special education programs (ASEPs) for certain students with disabilities; and

WHEREAS, the Provider is an eligible approved special education program authorized to provide special education services to preschool and/or school-aged special education students; and

WHEREAS, the District is authorized to contract with the Provider to provide special education program for preschool and/or school-aged students with education disabilities who reside within the District and who are placed in such program for the provision of special education services.

NOW THEREFORE, the Parties mutually agree as follows:

1. The term of this Agreement shall be for the school year beginning **July 1, 2026** through **June 30, 2027.** Payment of the sub-allocation of such funds to the Provider shall be made on a per student basis.

2. In order to receive payment for the services rendered under this Agreement, the Provider must complete all required forms, particularly the SEDCAR-1 Form, in accordance with the schedule established by the NYSED. The Provider will receive payment from the District based on the total number of students as indicated on the SEDCAR-1 and subject to verification.

3. Within thirty (30) days of receipt of funds from SEO, the District will process the initial payment to the Provider. The Provider may submit an FS 25 Request for subsequent payment after receipt of the initial payment, which shall be accepted by the District as long as it is timely filed in accordance with the schedule established by the NYSED. The FS 1OF shall be completed by the Provider and submitted to the District no later than sixty (60) days after the close of the Provider's grant year. Upon receipt of the required forms, the District shall process payment of funds to the Provider.

4. All forms and notices that shall be given to the District shall be sent to the Board at the following address: PO Box 310 1500 Route 208, Wallkill, New York 12589.

5. The District shall process payments to the Provider in accordance with applicable laws. The Board is only obligated to process payments to the Provider for the provision of services in the approved program as permitted under IDEA. Payments made to the Provide pursuant to this Agreement shall be utilized only for the purpose as provided in IDEA.

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6. The Provider shall maintain its books, records and accounts pertaining to the use of these funds in accordance with the requirements of the Reimbursable Cost Manual. The District, SED and the State Comptroller, or their authorized representative(s) shall have the right to conduct a fiscal audit of the Project supported by these funds, provided, however, that nothing in this Agreement will diminish or modify the audit procedures required in any other contract which the Provider may have with the District for the provision of special education or other services. Access to property and personnel related to the Provider's use of these funds shall be provided during an audit.

7. If, upon audit of this Agreement, the District determines that funds were used for unapproved uses, said funds shall be returned to the District upon request.

8. Except as otherwise directed by the District, the Provider shall, until six (6) years after the end of the term of the Agreement, or until six (6) years after the termination of the Agreement, retain all books and records required hereunder, including, without limitation, all cost and accounting records, employee certifications, staff (pedagogical and non-pedagogical) attendance, service and time records pertaining to the use of these funds. The Provider shall make all books and records available to the District, the SED, the State Comptroller, or their authorized representatives, for review and audit at such times during business hours as they may request.

9. The Provider shall furnish any additional data and reports, including, but not limited to SEO submissions, as the District deems to be related to the performance of the Agreement, upon request of the District. The Provider shall be given a reasonable time to respond to such requests.

10. The Provider shall comply with all applicable federal, state, and local laws in connection with the services to be provided by the Provider under this Agreement.

11. Provide assurances that all individuals prior to providing services to District residents under this Agreement are cleared by the New York State Education Department based upon fingerprint criminal background checks in accordance with the provisions contained in the SAVE Legislation. Appropriate written proof of such clearance shall be provided to the District prior to such individuals providing services to the District.

12. The District and the Provider may agree that if state law or regulation is amended during the term of this Agreement to provide for the flow-through to the Provider of funds from prior years known as "carryover funds," this Agreement may also pertain to the distribution of those funds in accordance with the requirements of the law or regulation.

13. Both Parties reserve the right to amend this Agreement, as may be necessary, in order to comply with any change in applicable law, regulations and guidelines governing the operation of this Agreement.

14. This Agreement may only be modified or amended by mutual agreement of the Parties, in writing.

15. The Parties to this Agreement will maintain their independent and separate identities, each having exclusive control of its own management, assets, and affairs. Neither Party will, by virtue of this Agreement, assume any liability or obligation of the other Party.

16. The Provider shall purchase from and maintain in a company or companies lawfully licensed to do business in the State of New York such insurance as will protect Provider and District from claims for which Provider may be legally liable, whether such operations be by Provider or by anyone directly or indirectly employed by Provider, or by anyone for whose acts Provider may be liable. Notwithstanding any terms, conditions or provisions in any other writing between the parties, Provider hereby agrees to effectuate the naming of District as an unrestricted additional insured on Provider's insurance policies, with the exception of workers' compensation and professional liability. If the policy is written on a claims-made basis, the retroactive date must precede the date of this Agreement. The policies naming District as an additional insured shall:

    a. Be purchased from an A.M. Best A- rated or better insurer, licensed to conduct business in New York State and licensed and admitted to issue insurance in New York State.

b. Contain a provision that provides District with 30-day prior written notice of the cancellation of any of Provider's policies.

c. State that the Provider's coverage shall be primary and non-contributory coverage for District, its Board of Education, officers , employees and volunteers.

d. The District shall be listed as an additional insured by using endorsement CG 20 26 or equivalent. The decision to accept an endorsement rests solely with District. A completed copy of the endorsement must be attached to the certificate of insurance.

The certificate of insurance must describe the services provided by Provider that are covered by the liability policies.

Required Insurance to be provided (all below insurance is mandatory for all Providers unless for good cause shown the Board of Education or Assistant Superintendent for Business has authorized in writing a modification that is attached hereto as Exhibit E):

Commercial General Liability
$1,000,000 per occurrence/$2,000,000 aggregate with no exclusions for athletic participants and with proof of coverage for sexual misconduct no less than
$1,000,000.

Worker's Compensation and N.Y.S. Disability
Statutory Workers' Compensation (C105.2 or U-26.3), Employers' Liability and N.Y.S. Disability Benefits (DB-120.1) 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 proof of Workers' Compensation Insurance of Disability Benefits Insurance. A person claiming an exemption from Worker' Compensation Insurance must file a CE-200 form with the state and provide a copy of such form to the School District.

Professional Errors and Omissions Insurance
$2,000,000 per occurrence/$2,000,000 per aggregate for the professional acts of the PROVIDER performed under this Agreement for the SCHOOL DISTRICT. If written on a "claims-made" basis, the retroactive date must pre-date the inception of this Agreement. Coverage shall remain in effect for two years following the completion of the professional acts of the PROVIDER performed under this Agreement.

Umbrella/Excess Insurance
$3,000,000 each occurrence and aggregate. Umbrella/Excess coverage shall be on a follow-form basis over the required Commercial General Liability and Professional Liability coverage.

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

In the event that any of the insurance coverage to be provided by Provider contains a deductible or self-insured retention, Provider shall indemnify and hold District harmless from the payment of such deductible or self-insured retention, which deductible or self-insured retention shall in all circumstances remain the sole obligation and expense of Provider.

Provider shall provide District with evidence of the above insurance requirements upon execution of the within Agreement. Provider further acknowledges that its failure to obtain or keep current the insurance coverage required by this Agreement shall constitute a material breach of this Agreement and subjects Provider to liability for damages including, but not limited to, direct, indirect, consequential, special and any other damages District sustains as a result of this breach. In addition, Provider shall be responsible for the indemnification to District of any and all costs associated with such lapse in coverage including, but not limited to, reasonable attorneys' fees. At the District's request,

the Provider shall provide a copy of the declaration page of the liability and umbrella policies with a list of endorsements and forms. At the District's request, the Provider also will provide a copy of the policy endorsements and forms. The failure of the District to object to the contents of the evidence of insurance(s) or the absence of same shall not be deemed a waiver of any and all rights held by the District. Prior to commencement of its services, Provider shall obtain and pay for insurance as may be required to comply with the indemnification and hold harmless provisions outlined under this Agreement.

The District is a member/owner of the NY Schools Insurance Reciprocal (NYSIR). The Provider understands and acknowledges that the procurement of the insurance as required herein is intended to benefit not only the District but also the NYSIR, as the District's insurer.

17. The Provider shall indemnify, defend, and hold harmless the District, its Board of Education, officers, directors, agents and employees from all loss, costs, damages and expenses, including reasonable attorney's fees, judgments, fines and amounts paid in settlement in connection with a terminated, pending or completed action, suit or proceeding arising from any act, error or omission, misstatement, misleading statement, neglect or breach of duties by the Provider or any of its officers, directors, agents or employees taken or made with respect to this Agreement. In the event of a breach or unauthorized release of any personally identifiable information of District, its employees, students or administrators by the Provider, Provider must promptly reimburse the District for the full cost of any notifications the District is required to make as a result of the breach or unauthorized release.

18. The Provider agrees that it will not discriminate with respect to its provision of special education services in this Agreement on the grounds of race, religion, creed, color, national origin, sex, sexual orientation, gender identity or expression, age, disability, marital status, veteran status or other non-merit factors, nor shall it discriminate against any individual on such grounds.

19. The District represents and warrants that all non-public information communicated by the Provider to the District in connection with the performance of the services provided under this Agreement shall be regarded as confidential information, used only for the purposes of this Agreement, and in no event shall be disclosed to third parties, including the District's affiliates, partners, employees, agents, or representatives other than those listed herein, unless otherwise required by applicable law, judicial or administrative process, professional standards or a court or government agency of competent jurisdiction (other than as may be required for internal quality assurance, management, or legal review purposes) or if disclosure is in connection with litigation between the Parties arising hereunder. This provision survives termination or expiration of this Agreement.

20. This Agreement may be terminated for convenience by either party upon thirty (30) days written notice to the other party. In the event of such termination, the parties will adjust the accounts due and payable to Provider for services rendered. Provider will not incur any additional expenses upon receipt of District's notification that Provider 's services have been terminated. Upon any such termination, the parties shall endeavor in an orderly manner to wind down activities hereunder. In the event of termination, all reports and services due to District must be completed by the Provider within thirty (30) days of the termination date.

21. This Agreement may be terminated by District in the event of a material breach by Provider, upon three (3) days' written notice from District to Provider. In the event of such termination, District shall only pay Provider for services provided prior to the termination in full compliance with this Agreement and shall deduct from such sums (and if such sums are insufficient, Provider shall pay to District the additional sums required to compensate District for) any costs and damages incurred by the District as a result of the material breach(es) of this Agreement by Provider, including but not limited to the increased costs incurred by District to secure replacement services.

22. No exclusive rights are granted under this Agreement. Nothing contained in this Agreement shall be construed to render either Provider or District as a partner, agent or coventurer of the other. Each Party shall be responsible for its own debts, liabilities and obligations.

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23. Any notice, demand or communication required, permitted or desired to be given hereunder shall be deemed given when personally delivered or sent via a nationally recognized overnight delivery service, to the addresses set forth herein, or to such other address as the Parties may designate in writing. Copies of notices to Provider shall be simultaneously sent to Provider's Office of Legal Affairs, attn.: General Counsel, at WMCLegalNotices@WMCHealth.org.

24. This Agreement may not be assigned in whole or in part, nor may any obligation hereunder be subcontracted by either Party without the prior written consent of the other Party.

25. This Agreement constitutes the entire agreement between the Parties hereto with respect to the subject matter hereof and shall supersede all previous negotiations, comments and writings.

26. This Agreement shall be construed in accordance with the laws of the State of New Yark, regardless of conflict of laws' provisions. Any litigation between the parties shall be brought in a court of competent jurisdiction in the County of Ulster in the State of New York.

27. In the event any provision of this Agreement is held to be unenforceable for any reason, the unenforceability thereof shall not affect the remainder of this Agreement, which shall remain in full force and effect and enforceable in accordance with its terms. This provision will survive termination or expiration of this Agreement.

28. This Agreement may be executed in any number of counterparts which, when taken together, will constitute one original, and photocopy, facsimile, electronic or other copies shall have the same effect for all purposes as an ink-signed original.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Effective Date.

Provider

By: Brookside School (Arc Mid-Hudson)

Name: Lynn M. Rafalik

Title: Senior Director of Educational Services

Wallkill Central School District

By: _____

Name: Thomas Frisbie

Title: Board of Education President

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WCSD *Wallkill Central School District, 1500 Route 208, Box 310, Wallkill NY 12589*
TEL. (845) 895-7104, FAX (845) 895-8079

Tara Rounds
Assistant Superintendent for Special Education and Intervention Services

Shannon LaRocco
Coordinator of Special Education

Julie Salisbury
Coordinator of Special Education

SEDCAR Services Agreement

This Services Agreement (the **"Agreement"**) is made as of July 1, 2026 (**"Effective Date"**) by and between **Wallkill Central School District,** located at 1500 Route 208, Wallkill, New York 12589 (the **"District"**) and **The Arc of Mid-Hudson Brookside Preschool** with its principal place of business at **471 Albany Avenue Kingston, New York 12401**

(the **"Provider"**). Provider and District may be referred to individually as a "Party" and together as the "Parties."

WHEREAS, the District is the Local Education Agency (LEA) for the purposes of receiving federal IDEA flow-through funds from New York State Education Department ("NYSED") for Part B, Section 611 (P.L. 94-142 for students with disabilities ages 3-21) and Section 619 (P.L. 99-457 for students with disabilities ages 3-5) and sub- allocating such funds to approved special education programs (ASEPs) for certain students with disabilities; and

WHEREAS, the Provider is an eligible approved special education program authorized to provide special education services to preschool and/or school-aged special education students; and

WHEREAS, the District is authorized to contract with the Provider to provide special education program for preschool and/or school-aged students with education disabilities who reside within the District and who are placed in such program for the provision of special education services.

NOW THEREFORE, the Parties mutually agree as follows:

1. The term of this Agreement shall be for the school year beginning **July 1, 2026** through **June 30, 2027.** Payment of the sub-allocation of such funds to the Provider shall be made on a per student basis.

2. In order to receive payment for the services rendered under this Agreement, the Provider must complete all required forms, particularly the SEDCAR-1 Form, in accordance with the schedule established by the NYSED. The Provider will receive payment from the District based on the total number of students as indicated on the SEDCAR-1 and subject to verification.

3. Within thirty (30) days of receipt of funds from SEO, the District will process the initial payment to the Provider. The Provider may submit an FS 25 Request for subsequent payment after receipt of the initial payment, which shall be accepted by the District as long as it is timely filed in accordance with the schedule established by the NYSED. The FS 1OF shall be completed by the Provider and submitted to the District no later than sixty (60) days after the close of the Provider's grant year. Upon receipt of the required forms, the District shall process payment of funds to the Provider.

4. All forms and notices that shall be given to the District shall be sent to the Board at the following address: PO Box 310 1500 Route 208, Wallkill, New York 12589.

5. The District shall process payments to the Provider in accordance with applicable laws. The Board is only obligated to process payments to the Provider for the provision of services in the approved program as permitted under IDEA. Payments made to the Provide pursuant to this Agreement shall be utilized only for the purpose as provided in IDEA.

6. The Provider shall maintain its books, records and accounts pertaining to the use of these funds in accordance with the requirements of the Reimbursable Cost Manual. The District, SED and the State Comptroller, or their authorized representative(s) shall have the right to conduct a fiscal audit of the Project supported by these funds, provided, however, that nothing in this Agreement will diminish or modify the audit procedures required in any other contract which the Provider may have with the District for the provision of special education or other services. Access to property and personnel related to the Provider's use of these funds shall be provided during an audit.

7. If, upon audit of this Agreement, the District determines that funds were used for unapproved uses, said funds shall be returned to the District upon request.

8. Except as otherwise directed by the District, the Provider shall, until six (6) years after the end of the term of the Agreement, or until six (6) years after the termination of the Agreement, retain all books and records required hereunder, including, without limitation, all cost and accounting records, employee certifications, staff (pedagogical and non-pedagogical) attendance, service and time records pertaining to the use of these funds. The Provider shall make all books and records available to the District, the SED, the State Comptroller, or their authorized representatives, for review and audit at such times during business hours as they may request.

9. The Provider shall furnish any additional data and reports, including, but not limited to SEO submissions, as the District deems to be related to the performance of the Agreement, upon request of the District. The Provider shall be given a reasonable time to respond to such requests.

10. The Provider shall comply with all applicable federal, state, and local laws in connection with the services to be provided by the Provider under this Agreement.

11. Provide assurances that all individuals prior to providing services to District residents under this Agreement are cleared by the New York State Education Department based upon fingerprint criminal background checks in accordance with the provisions contained in the SAVE Legislation. Appropriate written proof of such clearance shall be provided to the District prior to such individuals providing services to the District.

12. The District and the Provider may agree that if state law or regulation is amended during the term of this Agreement to provide for the flow-through to the Provider of funds from prior years known as "carryover funds," this Agreement may also pertain to the distribution of those funds in accordance with the requirements of the law or regulation.

13. Both Parties reserve the right to amend this Agreement, as may be necessary, in order to comply with any change in applicable law, regulations and guidelines governing the operation of this Agreement.

14. This Agreement may only be modified or amended by mutual agreement of the Parties, in writing.

15. The Parties to this Agreement will maintain their independent and separate identities, each having exclusive control of its own management, assets, and affairs. Neither Party will, by virtue of this Agreement, assume any liability or obligation of the other Party.

16. The Provider shall purchase from and maintain in a company or companies lawfully licensed to do business in the State of New York such insurance as will protect Provider and District from claims for which Provider may be legally liable, whether such operations be by Provider or by anyone directly or indirectly employed by Provider, or by anyone for whose acts Provider may be liable. Notwithstanding any terms, conditions or provisions in any other writing between the parties, Provider hereby agrees to effectuate the naming of District as an unrestricted additional insured on Provider's insurance policies, with the exception of workers' compensation and professional liability. If the policy is written on a claims-made basis, the retroactive date must precede the date of this Agreement. The policies naming District as an additional insured shall:

    a. Be purchased from an A.M. Best A- rated or better insurer, licensed to conduct business in New York State and licensed and admitted to issue insurance in New York State.

b. Contain a provision that provides District with 30-day prior written notice of the cancellation of any of Provider's policies.

c. State that the Provider's coverage shall be primary and non-contributory coverage for District, its Board of Education, officers , employees and volunteers.

d. The District shall be listed as an additional insured by using endorsement CG 20 26 or equivalent. The decision to accept an endorsement rests solely with District. A completed copy of the endorsement must be attached to the certificate of insurance.

The certificate of insurance must describe the services provided by Provider that are covered by the liability policies.

Required Insurance to be provided (all below insurance is mandatory for all Providers unless for good cause shown the Board of Education or Assistant Superintendent for Business has authorized in writing a modification that is attached hereto as Exhibit E):

Commercial General Liability
$1,000,000 per occurrence/$2,000,000 aggregate with no exclusions for athletic participants and with proof of coverage for sexual misconduct no less than
$1,000,000.

Worker's Compensation and N.Y.S. Disability
Statutory Workers' Compensation (C105.2 or U-26.3), Employers' Liability and
N.Y.S. Disability Benefits (DB-120.1) 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 proof of Workers' Compensation Insurance of Disability Benefits Insurance. A person claiming an exemption from Worker' Compensation Insurance must file a CE-200 form with the state and provide a copy of such form to the School District.

Professional Errors and Omissions Insurance
$2,000,000 per occurrence/$2,000,000 per aggregate for the professional acts of the PROVIDER performed under this Agreement for the SCHOOL DISTRICT. If written on a "claims-made" basis, the retroactive date must pre-date the inception of this Agreement. Coverage shall remain in effect for two years following the completion of the professional acts of the PROVIDER performed under this Agreement.

Umbrella/Excess Insurance
$3,000,000 each occurrence and aggregate. Umbrella/Excess coverage shall be on a follow-form basis over the required Commercial General Liability and Professional Liability coverage.

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

In the event that any of the insurance coverage to be provided by Provider contains a deductible or self-insured retention, Provider shall indemnify and hold District harmless from the payment of such deductible or self-insured retention, which deductible or self-insured retention shall in all circumstances remain the sole obligation and expense of Provider.

Provider shall provide District with evidence of the above insurance requirements upon execution of the within Agreement. Provider further acknowledges that its failure to obtain or keep current the insurance coverage required by this Agreement shall constitute a material breach of this Agreement and subjects Provider to liability for damages including, but not limited to, direct, indirect, consequential, special and any other damages District sustains as a result of this breach. In addition, Provider shall be responsible for the indemnification to District of any and all costs associated with such lapse in coverage including, but not limited to, reasonable attorneys' fees. At the District's request,

the Provider shall provide a copy of the declaration page of the liability and umbrella policies with a list of endorsements and forms. At the District's request, the Provider also will provide a copy of the policy endorsements and forms. The failure of the District to object to the contents of the evidence of insurance(s) or the absence of same shall not be deemed a waiver of any and all rights held by the District. Prior to commencement of its services, Provider shall obtain and pay for insurance as may be required to comply with the indemnification and hold harmless provisions outlined under this Agreement.

The District is a member/owner of the NY Schools Insurance Reciprocal (NYSIR). The Provider understands and acknowledges that the procurement of the insurance as required herein is intended to benefit not only the District but also the NYSIR, as the District's insurer.

17. The Provider shall indemnify, defend, and hold harmless the District, its Board of Education, officers, directors, agents and employees from all loss, costs, damages and expenses, including reasonable attorney's fees, judgments, fines and amounts paid in settlement in connection with a terminated, pending or completed action, suit or proceeding arising from any act, error or omission, misstatement, misleading statement, neglect or breach of duties by the Provider or any of its officers, directors, agents or employees taken or made with respect to this Agreement. In the event of a breach or unauthorized release of any personally identifiable information of District, its employees, students or administrators by the Provider, Provider must promptly reimburse the District for the full cost of any notifications the District is required to make as a result of the breach or unauthorized release.

18. The Provider agrees that it will not discriminate with respect to its provision of special education services in this Agreement on the grounds of race, religion, creed, color, national origin, sex, sexual orientation, gender identity or expression, age, disability, marital status, veteran status or other non-merit factors, nor shall it discriminate against any individual on such grounds.

19. The District represents and warrants that all non-public information communicated by the Provider to the District in connection with the performance of the services provided under this Agreement shall be regarded as confidential information, used only for the purposes of this Agreement, and in no event shall be disclosed to third parties, including the District's affiliates, partners, employees, agents, or representatives other than those listed herein, unless otherwise required by applicable law, judicial or administrative process, professional standards or a court or government agency of competent jurisdiction (other than as may be required for internal quality assurance, management, or legal review purposes) or if disclosure is in connection with litigation between the Parties arising hereunder. This provision survives termination or expiration of this Agreement.

20. This Agreement may be terminated for convenience by either party upon thirty (30) days written notice to the other party. In the event of such termination, the parties will adjust the accounts due and payable to Provider for services rendered. Provider will not incur any additional expenses upon receipt of District's notification that Provider 's services have been terminated. Upon any such termination, the parties shall endeavor in an orderly manner to wind down activities hereunder. In the event of termination, all reports and services due to District must be completed by the Provider within thirty (30) days of the termination date.

21. This Agreement may be terminated by District in the event of a material breach by Provider, upon three (3) days' written notice from District to Provider. In the event of such termination, District shall only pay Provider for services provided prior to the termination in full compliance with this Agreement and shall deduct from such sums (and if such sums are insufficient, Provider shall pay to District the additional sums required to compensate District for) any costs and damages incurred by the District as a result of the material breach(es) of this Agreement by Provider, including but not limited to the increased costs incurred by District to secure replacement services.

22. No exclusive rights are granted under this Agreement. Nothing contained in this Agreement shall be construed to render either Provider or District as a partner, agent or coventurer of the other. Each Party shall be responsible for its own debts, liabilities and obligations.

23. Any notice, demand or communication required, permitted or desired to be given hereunder shall be deemed given when personally delivered or sent via a nationally recognized overnight delivery service, to the addresses set forth herein, or to such other address as the Parties may designate in writing. Copies of notices to Provider shall be simultaneously sent to Provider's Office of Legal Affairs, attn.: General Counsel, at WMCLegalNotices@WMCHealth.org.

24. This Agreement may not be assigned in whole or in part, nor may any obligation hereunder be subcontracted by either Party without the prior written consent of the other Party.

25. This Agreement constitutes the entire agreement between the Parties hereto with respect to the subject matter hereof and shall supersede all previous negotiations, comments and writings.

26. This Agreement shall be construed in accordance with the laws of the State of New Yark, regardless of conflict of laws' provisions. Any litigation between the parties shall be brought in a court of competent jurisdiction in the County of Ulster in the State of New York.

27. In the event any provision of this Agreement is held to be unenforceable for any reason, the unenforceability thereof shall not affect the remainder of this Agreement, which shall remain in full force and effect and enforceable in accordance with its terms. This provision will survive termination or expiration of this Agreement.

28. This Agreement may be executed in any number of counterparts which, when taken together, will constitute one original, and photocopy, facsimile, electronic or other copies shall have the same effect for all purposes as an ink-signed original.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Effective Date.

Provider

By: Christine Thorbjornsen

Name: Christine Thorbjornsen

Title: Director of Finance

Wallkill Central School District

By: _____

Name: Thomas Frisbie

Title: Board of Education President

WCSD ***Wallkill Central School District, 1500 Route 208, Box 310, Wallkill NY 12589***

TEL. (845) 895-7104, FAX (845) 895-8079

Tara Rounds
Assistant Superintendent for Special Education
and Intervention Services

Shannon LaRocco
Coordinator of Special Education

Julie Salisbury
Coordinator of Special Education

SEDCAR Services Agreement

This Services Agreement (the **"Agreement")** is made as of July 1, 2026 **("Effective Date")** by and between **Wallkill Central School District,** located at 1500 Route 208, Wallkill, New York 12589 (the **"District")** and **The Center for Discovery,** with its principal place of business at **Benmosche Road, Harris, New York 12742-0840** (the **"Provider").** Provider and District may be referred to individually as a "Party" and together as the "Parties."

WHEREAS, the District is the Local Education Agency (LEA) for the purposes of receiving federal IDEA flow-through funds from New York State Education Department ("NYSED") for Part B, Section 611 (P.L. 94-142 for students with disabilities ages 3-21) and Section 619 (P.L. 99-457 for students with disabilities ages 3-5) and sub- allocating such funds to approved special education programs (ASEPs) for certain students with disabilities; and

WHEREAS, the Provider is an eligible approved special education program authorized to provide special education services to preschool and/or school-aged special education students; and

WHEREAS, the District is authorized to contract with the Provider to provide special education program for preschool and/or school-aged students with education disabilities who reside within the District and who are placed in such program for the provision of special education services.

NOW THEREFORE, the Parties mutually agree as follows:

1. The term of this Agreement shall be for the school year beginning **July 1, 2026** through **June 30, 2027.** Payment of the sub-allocation of such funds to the Provider shall be made on a per student basis.

2. In order to receive payment for the services rendered under this Agreement, the Provider must complete all required forms, particularly the SEDCAR-1 Form, in accordance with the schedule established by the NYSED. The Provider will receive payment from the District based on the total number of students as indicated on the SEDCAR-1 and subject to verification.

3. Within thirty (30) days of receipt of funds from SEO, the District will process the initial payment to the Provider. The Provider may submit an FS 25 Request for subsequent payment after receipt of the initial payment, which shall be accepted by the District as long as it is timely filed in accordance with the schedule established by the NYSED. The FS 1OF shall be completed by the Provider and submitted to the District no later than sixty (60) days after the close of the Provider's grant year. Upon receipt of the required forms, the District shall process payment of funds to the Provider.

4. All forms and notices that shall be given to the District shall be sent to the Board at the following address: PO Box 310 1500 Route 208, Wallkill, New York 12589.

5. The District shall process payments to the Provider in accordance with applicable laws. The Board is only obligated to process payments to the Provider for the provision of services in the approved program as permitted under IDEA. Payments made to the Provide pursuant to this Agreement shall be utilized only for the purpose as provided in IDEA.

6. The Provider shall maintain its books, records and accounts pertaining to the use of these funds in accordance with the requirements of the Reimbursable Cost Manual. The District, SED and the State Comptroller, or their authorized representative(s) shall have the right to conduct a fiscal audit of the Project supported by these funds, provided, however, that nothing in this Agreement will diminish or modify the audit procedures required in any other contract which the Provider may have with the District for the provision of special education or other services. Access to property and personnel related to the Provider's use of these funds shall be provided during an audit.

7. If, upon audit of this Agreement, the District determines that funds were used for unapproved uses, said funds shall be returned to the District upon request.

8. Except as otherwise directed by the District, the Provider shall, until six (6) years after the end of the term of the Agreement, or until six (6) years after the termination of the Agreement, retain all books and records required hereunder, including, without limitation, all cost and accounting records, employee certifications, staff (pedagogical and non-pedagogical) attendance, service and time records pertaining to the use of these funds. The Provider shall make all books and records available to the District, the SED, the State Comptroller, or their authorized representatives, for review and audit at such times during business hours as they may request.

9. The Provider shall furnish any additional data and reports, including, but not limited to SEO submissions, as the District deems to be related to the performance of the Agreement, upon request of the District. The Provider shall be given a reasonable time to respond to such requests.

10. The Provider shall comply with all applicable federal, state, and local laws in connection with the services to be provided by the Provider under this Agreement.

11. Provide assurances that all individuals prior to providing services to District residents under this Agreement are cleared by the New York State Education Department based upon fingerprint criminal background checks in accordance with the provisions contained in the SAVE Legislation. Appropriate written proof of such clearance shall be provided to the District prior to such individuals providing services to the District.

12. The District and the Provider may agree that if state law or regulation is amended during the term of this Agreement to provide for the flow-through to the Provider of funds from prior years known as "carryover funds," this Agreement may also pertain to the distribution of those funds in accordance with the requirements of the law or regulation.

13. Both Parties reserve the right to amend this Agreement, as may be necessary, in order to comply with any change in applicable law, regulations and guidelines governing the operation of this Agreement.

14. This Agreement may only be modified or amended by mutual agreement of the Parties, in writing.

15. The Parties to this Agreement will maintain their independent and separate identities, each having exclusive control of its own management, assets, and affairs. Neither Party will, by virtue of this Agreement, assume any liability or obligation of the other Party.

16. The Provider shall purchase from and maintain in a company or companies lawfully licensed to do business in the State of New York such insurance as will protect Provider and District from claims for which Provider may be legally liable, whether such operations be by Provider or by anyone directly or indirectly employed by Provider, or by anyone for whose acts Provider may be liable. Notwithstanding any terms, conditions or provisions in any other writing between the parties, Provider hereby agrees to effectuate the naming of District as an unrestricted additional insured on Provider's insurance policies, with the exception of workers' compensation and professional liability. If the policy is written on a claims-made basis, the retroactive date must precede the date of this Agreement. The policies naming District as an additional insured shall:

    a. Be purchased from an A.M. Best A- rated or better insurer, licensed to conduct business in New York State and licensed and admitted to issue insurance in New York State.

b. Contain a provision that provides District with 30-day prior written notice of the cancellation of any of Provider's policies.

c. State that the Provider's coverage shall be primary and non-contributory coverage for District, its Board of Education, officers , employees and volunteers.

d. The District shall be listed as an additional insured by using endorsement CG 20 26 or equivalent. The decision to accept an endorsement rests solely with District. A completed copy of the endorsement must be attached to the certificate of insurance.

The certificate of insurance must describe the services provided by Provider that are covered by the liability policies.

Required Insurance to be provided (all below insurance is mandatory for all Providers unless for good cause shown the Board of Education or Assistant Superintendent for Business has authorized in writing a modification that is attached hereto as Exhibit E):

Commercial General Liability
$1,000,000 per occurrence/$2,000,000 aggregate with no exclusions for athletic participants and with proof of coverage for sexual misconduct no less than
$1,000,000.

Worker's Compensation and N.Y.S. Disability
Statutory Workers' Compensation (C105.2 or U-26.3), Employers' Liability and
N.Y.S. Disability Benefits (DB-120.1) 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 proof of Workers' Compensation Insurance of Disability Benefits Insurance. A person claiming an exemption from Worker' Compensation Insurance must file a CE-200 form with the state and provide a copy of such form to the School District.

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$2,000,000 per occurrence/$2,000,000 per aggregate for the professional acts of the PROVIDER performed under this Agreement for the SCHOOL DISTRICT. If written on a "claims-made" basis, the retroactive date must pre-date the inception of this Agreement. Coverage shall remain in effect for two years following the completion of the professional acts of the PROVIDER performed under this Agreement.

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$3,000,000 each occurrence and aggregate. Umbrella/Excess coverage shall be on a follow-form basis over the required Commercial General Liability and Professional Liability coverage.

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

In the event that any of the insurance coverage to be provided by Provider contains a deductible or self-insured retention, Provider shall indemnify and hold District harmless from the payment of such deductible or self-insured retention, which deductible or self-insured retention shall in all circumstances remain the sole obligation and expense of Provider.

Provider shall provide District with evidence of the above insurance requirements upon execution of the within Agreement. Provider further acknowledges that its failure to obtain or keep current the insurance coverage required by this Agreement shall constitute a material breach of this Agreement and subjects Provider to liability for damages including, but not limited to, direct, indirect, consequential, special and any other damages District sustains as a result of this breach. In addition, Provider shall be responsible for the indemnification to District of any and all costs associated with such lapse in coverage including, but not limited to, reasonable attorneys' fees. At the District's request,

the Provider shall provide a copy of the declaration page of the liability and umbrella policies with a list of endorsements and forms. At the District's request, the Provider also will provide a copy of the policy endorsements and forms. The failure of the District to object to the contents of the evidence of insurance(s) or the absence of same shall not be deemed a waiver of any and all rights held by the District. Prior to commencement of its services, Provider shall obtain and pay for insurance as may be required to comply with the indemnification and hold harmless provisions outlined under this Agreement.

The District is a member/owner of the NY Schools Insurance Reciprocal (NYSIR). The Provider understands and acknowledges that the procurement of the insurance as required herein is intended to benefit not only the District but also the NYSIR, as the District's insurer.

17. The Provider shall indemnify, defend, and hold harmless the District, its Board of Education, officers, directors, agents and employees from all loss, costs, damages and expenses, including reasonable attorney's fees, judgments, fines and amounts paid in settlement in connection with a terminated, pending or completed action, suit or proceeding arising from any act, error or omission, misstatement, misleading statement, neglect or breach of duties by the Provider or any of its officers, directors, agents or employees taken or made with respect to this Agreement. In the event of a breach or unauthorized release of any personally identifiable information of District, its employees, students or administrators by the Provider, Provider must promptly reimburse the District for the full cost of any notifications the District is required to make as a result of the breach or unauthorized release.

18. The Provider agrees that it will not discriminate with respect to its provision of special education services in this Agreement on the grounds of race, religion, creed, color, national origin, sex, sexual orientation, gender identity or expression, age, disability, marital status, veteran status or other non-merit factors, nor shall it discriminate against any individual on such grounds.

19. The District represents and warrants that all non-public information communicated by the Provider to the District in connection with the performance of the services provided under this Agreement shall be regarded as confidential information, used only for the purposes of this Agreement, and in no event shall be disclosed to third parties, including the District's affiliates, partners, employees, agents, or representatives other than those listed herein, unless otherwise required by applicable law, judicial or administrative process, professional standards or a court or government agency of competent jurisdiction (other than as may be required for internal quality assurance, management, or legal review purposes) or if disclosure is in connection with litigation between the Parties arising hereunder. This provision survives termination or expiration of this Agreement.

20. This Agreement may be terminated for convenience by either party upon thirty (30) days written notice to the other party. In the event of such termination, the parties will adjust the accounts due and payable to Provider for services rendered. Provider will not incur any additional expenses upon receipt of District's notification that Provider 's services have been terminated. Upon any such termination, the parties shall endeavor in an orderly manner to wind down activities hereunder. In the event of termination, all reports and services due to District must be completed by the Provider within thirty (30) days of the termination date.

21. This Agreement may be terminated by District in the event of a material breach by Provider, upon three (3) days' written notice from District to Provider. In the event of such termination, District shall only pay Provider for services provided prior to the termination in full compliance with this Agreement and shall deduct from such sums (and if such sums are insufficient, Provider shall pay to District the additional sums required to compensate District for) any costs and damages incurred by the District as a result of the material breach(es) of this Agreement by Provider, including but not limited to the increased costs incurred by District to secure replacement services.

22. No exclusive rights are granted under this Agreement. Nothing contained in this Agreement shall be construed to render either Provider or District as a partner, agent or coventurer of the other. Each Party shall be responsible for its own debts, liabilities and obligations.

23. Any notice, demand or communication required, permitted or desired to be given hereunder shall be deemed given when personally delivered or sent via a nationally recognized overnight delivery service, to the addresses set forth herein, or to such other address as the Parties may designate in writing. Copies of notices to Provider shall be simultaneously sent to Provider's Office of Legal Affairs, attn.: General Counsel, at WMCLegalNotices@WMCHealth.org.

24. This Agreement may not be assigned in whole or in part, nor may any obligation hereunder be subcontracted by either Party without the prior written consent of the other Party.

25. This Agreement constitutes the entire agreement between the Parties hereto with respect to the subject matter hereof and shall supersede all previous negotiations, comments and writings.

26. This Agreement shall be construed in accordance with the laws of the State of New Yark, regardless of conflict of laws' provisions. Any litigation between the parties shall be brought in a court of competent jurisdiction in the County of Ulster in the State of New York.

27. In the event any provision of this Agreement is held to be unenforceable for any reason, the unenforceability thereof shall not affect the remainder of this Agreement, which shall remain in full force and effect and enforceable in accordance with its terms. This provision will survive termination or expiration of this Agreement.

28. This Agreement may be executed in any number of counterparts which, when taken together, will constitute one original, and photocopy, facsimile, electronic or other copies shall have the same effect for all purposes as an ink-signed original.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Effective Date.

Provider

By: Matt

Name: Matthew Brescia

Title: CFO

Wallkill Central School District

By: _____

Name: Thomas Frisbie

Title: Board of Education President

WCSD ***Wallkill Central School District, 1500 Route 208, Box 310, Wallkill NY 12589***

TEL. (845) 895-7104, FAX (845) 895-8079

Tara Rounds
Assistant Superintendent for Special Education
and Intervention Services

Shannon LaRocco
Coordinator of Special Education

Julie Salisbury
Coordinator of Special Education

SEDCAR Services Agreement

This Services Agreement (the **"Agreement")** is made as of July 1, 2026 **("Effective Date")** by and between **Wallkill Central School District,** located at 1500 Route 208, Wallkill, New York 12589 (the **"District")** and **Upstate Cerebral Palsy, Inc., d/b/a Upstate Caring Partners,** with its principal place of business at **125 Business Park Drive, Utica, NY 13502** (the **"Provider").** Provider and District may be referred to individually as a "Party" and together as the "Parties."

WHEREAS, the District is the Local Education Agency (LEA) for the purposes of receiving federal IDEA flow-through funds from New York State Education Department ("NYSED") for Part B, Section 611 (P.L. 94-142 for students with disabilities ages 3-21) and Section 619 (P.L. 99-457 for students with disabilities ages 3-5) and sub- allocating such funds to approved special education programs (ASEPs) for certain students with disabilities; and

WHEREAS, the Provider is an eligible approved special education program authorized to provide special education services to preschool and/or school-aged special education students; and

WHEREAS, the District is authorized to contract with the Provider to provide special education program for preschool and/or school-aged students with education disabilities who reside within the District and who are placed in such program for the provision of special education services.

NOW THEREFORE, the Parties mutually agree as follows:

1. The term of this Agreement shall be for the school year beginning **July 1, 2026** through **June 30, 2027.** Payment of the sub-allocation of such funds to the Provider shall be made on a per student basis.

2. In order to receive payment for the services rendered under this Agreement, the Provider must complete all required forms, particularly the SEDCAR-1 Form, in accordance with the schedule established by the NYSED. The Provider will receive payment from the District based on the total number of students as indicated on the SEDCAR-1 and subject to verification.

3. Within thirty (30) days of receipt of funds from SEO, the District will process the initial payment to the Provider. The Provider may submit an FS 25 Request for subsequent payment after receipt of the initial payment, which shall be accepted by the District as long as it is timely filed in accordance with the schedule established by the NYSED. The FS 1OF shall be completed by the Provider and submitted to the District no later than sixty (60) days after the close of the Provider's grant year. Upon receipt of the required forms, the District shall process payment of funds to the Provider.

4. All forms and notices that shall be given to the District shall be sent to the Board at the following address: PO Box 310 1500 Route 208, Wallkill, New York 12589.

5. The District shall process payments to the Provider in accordance with applicable laws. The Board is only obligated to process payments to the Provider for the provision of services in the approved program as permitted under IDEA. Payments made to the Provide pursuant to this Agreement shall be utilized only for the purpose as provided in IDEA.

6. The Provider shall maintain its books, records and accounts pertaining to the use of these funds in accordance with the requirements of the Reimbursable Cost Manual. The District, SED and the State Comptroller, or their authorized representative(s) shall have the right to conduct a fiscal audit of the Project supported by these funds, provided, however, that nothing in this Agreement will diminish or modify the audit procedures required in any other contract which the Provider may have with the District for the provision of special education or other services. Access to property and personnel related to the Provider's use of these funds shall be provided during an audit.

7. If, upon audit of this Agreement, the District determines that funds were used for unapproved uses, said funds shall be returned to the District upon request.

8. Except as otherwise directed by the District, the Provider shall, until six (6) years after the end of the term of the Agreement, or until six (6) years after the termination of the Agreement, retain all books and records required hereunder, including, without limitation, all cost and accounting records, employee certifications, staff (pedagogical and non-pedagogical) attendance, service and time records pertaining to the use of these funds. The Provider shall make all books and records available to the District, the SED, the State Comptroller, or their authorized representatives, for review and audit at such times during business hours as they may request.

9. The Provider shall furnish any additional data and reports, including, but not limited to SEO submissions, as the District deems to be related to the performance of the Agreement, upon request of the District. The Provider shall be given a reasonable time to respond to such requests.

10. The Provider shall comply with all applicable federal, state, and local laws in connection with the services to be provided by the Provider under this Agreement.

11. Provide assurances that all individuals prior to providing services to District residents under this Agreement are cleared by the New York State Education Department based upon fingerprint criminal background checks in accordance with the provisions contained in the SAVE Legislation. Appropriate written proof of such clearance shall be provided to the District prior to such individuals providing services to the District.

12. The District and the Provider may agree that if state law or regulation is amended during the term of this Agreement to provide for the flow-through to the Provider of funds from prior years known as "carryover funds," this Agreement may also pertain to the distribution of those funds in accordance with the requirements of the law or regulation.

13. Both Parties reserve the right to amend this Agreement, as may be necessary, in order to comply with any change in applicable law, regulations and guidelines governing the operation of this Agreement.

14. This Agreement may only be modified or amended by mutual agreement of the Parties, in writing.

15. The Parties to this Agreement will maintain their independent and separate identities, each having exclusive control of its own management, assets, and affairs. Neither Party will, by virtue of this Agreement, assume any liability or obligation of the other Party.

16. The Provider shall purchase from and maintain in a company or companies lawfully licensed to do business in the State of New York such insurance as will protect Provider and District from claims for which Provider may be legally liable, whether such operations be by Provider or by anyone directly or indirectly employed by Provider, or by anyone for whose acts Provider may be liable. Notwithstanding any terms, conditions or provisions in any other writing between the parties, Provider hereby agrees to effectuate the naming of District as an unrestricted additional insured on Provider's insurance policies, with the exception of workers' compensation and professional liability. If the policy is written on a claims-made basis, the retroactive date must precede the date of this Agreement. The policies naming District as an additional insured shall:

    a. Be purchased from an A.M. Best A- rated or better insurer, licensed to conduct business in New York State and licensed and admitted to issue insurance in New York State.

b. Contain a provision that provides District with 30-day prior written notice of the cancellation of any of Provider's policies.

c. State that the Provider's coverage shall be primary and non-contributory coverage for District, its Board of Education, officers , employees and volunteers.

d. The District shall be listed as an additional insured by using endorsement CG 20 26 or equivalent. The decision to accept an endorsement rests solely with District. A completed copy of the endorsement must be attached to the certificate of insurance.

The certificate of insurance must describe the services provided by Provider that are covered by the liability policies.

Required Insurance to be provided (all below insurance is mandatory for all Providers unless for good cause shown the Board of Education or Assistant Superintendent for Business has authorized in writing a modification that is attached hereto as Exhibit E):

Commercial General Liability
$1,000,000 per occurrence/$2,000,000 aggregate with no exclusions for athletic participants and with proof of coverage for sexual misconduct no less than
$1,000,000.

Worker's Compensation and N.Y.S. Disability
Statutory Workers' Compensation (C105.2 or U-26.3), Employers' Liability and
N.Y.S. Disability Benefits (DB-120.1) 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 proof of Workers' Compensation Insurance of Disability Benefits Insurance. A person claiming an exemption from Worker' Compensation Insurance must file a CE-200 form with the state and provide a copy of such form to the School District.

Professional Errors and Omissions Insurance
$2,000,000 per occurrence/$2,000,000 per aggregate for the professional acts of the PROVIDER performed under this Agreement for the SCHOOL DISTRICT. If written on a "claims-made" basis, the retroactive date must pre-date the inception of this Agreement. Coverage shall remain in effect for two years following the completion of the professional acts of the PROVIDER performed under this Agreement.

Umbrella/Excess Insurance
$3,000,000 each occurrence and aggregate. Umbrella/Excess coverage shall be on a follow-form basis over the required Commercial General Liability and Professional Liability coverage.

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

In the event that any of the insurance coverage to be provided by Provider contains a deductible or self-insured retention, Provider shall indemnify and hold District harmless from the payment of such deductible or self-insured retention, which deductible or self-insured retention shall in all circumstances remain the sole obligation and expense of Provider.

Provider shall provide District with evidence of the above insurance requirements upon execution of the within Agreement. Provider further acknowledges that its failure to obtain or keep current the insurance coverage required by this Agreement shall constitute a material breach of this Agreement and subjects Provider to liability for damages including, but not limited to, direct, indirect, consequential, special and any other damages District sustains as a result of this breach. In addition, Provider shall be responsible for the indemnification to District of any and all costs associated with such lapse in coverage including, but not limited to, reasonable attorneys' fees. At the District's request,

the Provider shall provide a copy of the declaration page of the liability and umbrella policies with a list of endorsements and forms. At the District's request, the Provider also will provide a copy of the policy endorsements and forms. The failure of the District to object to the contents of the evidence of insurance(s) or the absence of same shall not be deemed a waiver of any and all rights held by the District. Prior to commencement of its services, Provider shall obtain and pay for insurance as may be required to comply with the indemnification and hold harmless provisions outlined under this Agreement.

The District is a member/owner of the NY Schools Insurance Reciprocal (NYSIR). The Provider understands and acknowledges that the procurement of the insurance as required herein is intended to benefit not only the District but also the NYSIR, as the District's insurer.

17. The Provider shall indemnify, defend, and hold harmless the District, its Board of Education, officers, directors, agents and employees from all loss, costs, damages and expenses, including reasonable attorney's fees, judgments, fines and amounts paid in settlement in connection with a terminated, pending or completed action, suit or proceeding arising from any act, error or omission, misstatement, misleading statement, neglect or breach of duties by the Provider or any of its officers, directors, agents or employees taken or made with respect to this Agreement. In the event of a breach or unauthorized release of any personally identifiable information of District, its employees, students or administrators by the Provider, Provider must promptly reimburse the District for the full cost of any notifications the District is required to make as a result of the breach or unauthorized release.

18. The Provider agrees that it will not discriminate with respect to its provision of special education services in this Agreement on the grounds of race, religion, creed, color, national origin, sex, sexual orientation, gender identity or expression, age, disability, marital status, veteran status or other non-merit factors, nor shall it discriminate against any individual on such grounds.

19. The District represents and warrants that all non-public information communicated by the Provider to the District in connection with the performance of the services provided under this Agreement shall be regarded as confidential information, used only for the purposes of this Agreement, and in no event shall be disclosed to third parties, including the District's affiliates, partners, employees, agents, or representatives other than those listed herein, unless otherwise required by applicable law, judicial or administrative process, professional standards or a court or government agency of competent jurisdiction (other than as may be required for internal quality assurance, management, or legal review purposes) or if disclosure is in connection with litigation between the Parties arising hereunder. This provision survives termination or expiration of this Agreement.

20. This Agreement may be terminated for convenience by either party upon thirty (30) days written notice to the other party. In the event of such termination, the parties will adjust the accounts due and payable to Provider for services rendered. Provider will not incur any additional expenses upon receipt of District's notification that Provider 's services have been terminated. Upon any such termination, the parties shall endeavor in an orderly manner to wind down activities hereunder. In the event of termination, all reports and services due to District must be completed by the Provider within thirty (30) days of the termination date.

21. This Agreement may be terminated by District in the event of a material breach by Provider, upon three (3) days' written notice from District to Provider. In the event of such termination, District shall only pay Provider for services provided prior to the termination in full compliance with this Agreement and shall deduct from such sums (and if such sums are insufficient, Provider shall pay to District the additional sums required to compensate District for) any costs and damages incurred by the District as a result of the material breach(es) of this Agreement by Provider, including but not limited to the increased costs incurred by District to secure replacement services.

22. No exclusive rights are granted under this Agreement. Nothing contained in this Agreement shall be construed to render either Provider or District as a partner, agent or coventurer of the other. Each Party shall be responsible for its own debts, liabilities and obligations.

23. Any notice, demand or communication required, permitted or desired to be given hereunder shall be deemed given when personally delivered or sent via a nationally recognized overnight delivery service, to the addresses set forth herein, or to such other address as the Parties may designate in writing. Copies of notices to Provider shall be simultaneously sent to Provider's Office of Legal Affairs, attn.: General Counsel, at WMCLegalNotices@WMCHealth.org.

24. This Agreement may not be assigned in whole or in part, nor may any obligation hereunder be subcontracted by either Party without the prior written consent of the other Party.

25. This Agreement constitutes the entire agreement between the Parties hereto with respect to the subject matter hereof and shall supersede all previous negotiations, comments and writings.

26. This Agreement shall be construed in accordance with the laws of the State of New Yark, regardless of conflict of laws' provisions. Any litigation between the parties shall be brought in a court of competent jurisdiction in the County of Ulster in the State of New York.

27. In the event any provision of this Agreement is held to be unenforceable for any reason, the unenforceability thereof shall not affect the remainder of this Agreement, which shall remain in full force and effect and enforceable in accordance with its terms. This provision will survive termination or expiration of this Agreement.

28. This Agreement may be executed in any number of counterparts which, when taken together, will constitute one original, and photocopy, facsimile, electronic or other copies shall have the same effect for all purposes as an ink-signed original.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Effective Date.

Provider

By: _____ 5/26/26

Name: Gene DeCondo

Title: Executive Director

Wallkill Central School District

By: _____

Name: Thomas Frisbie

Title: Board of Education President

WCSD ***Wallkill Central School District, 1500 Route 208, Box 310, Wallkill NY 12589***

TEL. (845) 895-7104, FAX (845) 895-8079

Tara Rounds
Assistant Superintendent for Special Education
and Intervention Services

Shannon LaRocco
Coordinator of Special Education

Julie Salisbury
Coordinator of Special Education

SEDCAR Services Agreement

This Services Agreement (the **"Agreement")** is made as of July 1, 2026 **("Effective Date")** by and between **Wallkill Central School District,** located at 1500 Route 208, Wallkill, New York 12589 (the **"District")** and **Wraparound Services of HV,** with its principal place of business at **250 Tuyten Bridge Road, Lake Katrine, NY 12449** (the **"Provider").** Provider and District may be referred to individually as a "Party" and together as the "Parties."

WHEREAS, the District is the Local Education Agency (LEA) for the purposes of receiving federal IDEA flow-through funds from New York State Education Department ("NYSED") for Part B, Section 611 (P.L. 94-142 for students with disabilities ages 3-21) and Section 619 (P.L. 99-457 for students with disabilities ages 3-5) and sub- allocating such funds to approved special education programs (ASEPs) for certain students with disabilities; and

WHEREAS, the Provider is an eligible approved special education program authorized to provide special education services to preschool and/or school-aged special education students; and

WHEREAS, the District is authorized to contract with the Provider to provide special education program for preschool and/or school-aged students with education disabilities who reside within the District and who are placed in such program for the provision of special education services.

NOW THEREFORE, the Parties mutually agree as follows:

1. The term of this Agreement shall be for the school year beginning **July 1, 2026** through **June 30, 2027.** Payment of the sub-allocation of such funds to the Provider shall be made on a per student basis.

2. In order to receive payment for the services rendered under this Agreement, the Provider must complete all required forms, particularly the SEDCAR-1 Form, in accordance with the schedule established by the NYSED. The Provider will receive payment from the District based on the total number of students as indicated on the SEDCAR-1 and subject to verification.

3. Within thirty (30) days of receipt of funds from SEO, the District will process the initial payment to the Provider. The Provider may submit an FS 25 Request for subsequent payment after receipt of the initial payment, which shall be accepted by the District as long as it is timely filed in accordance with the schedule established by the NYSED. The FS 1OF shall be completed by the Provider and submitted to the District no later than sixty (60) days after the close of the Provider's grant year. Upon receipt of the required forms, the District shall process payment of funds to the Provider.

4. All forms and notices that shall be given to the District shall be sent to the Board at the following address: PO Box 310 1500 Route 208, Wallkill, New York 12589.

5. The District shall process payments to the Provider in accordance with applicable laws. The Board is only obligated to process payments to the Provider for the provision of services in the approved program as permitted under IDEA. Payments made to the Provide pursuant to this Agreement shall be utilized only for the purpose as provided in IDEA.

6. The Provider shall maintain its books, records and accounts pertaining to the use of these funds in accordance with the requirements of the Reimbursable Cost Manual. The District, SED and the State Comptroller, or their authorized representative(s) shall have the right to conduct a fiscal audit of the Project supported by these funds, provided, however, that nothing in this Agreement will diminish or modify the audit procedures required in any other contract which the Provider may have with the District for the provision of special education or other services. Access to property and personnel related to the Provider's use of these funds shall be provided during an audit.

7. If, upon audit of this Agreement, the District determines that funds were used for unapproved uses, said funds shall be returned to the District upon request.

8. Except as otherwise directed by the District, the Provider shall, until six (6) years after the end of the term of the Agreement, or until six (6) years after the termination of the Agreement, retain all books and records required hereunder, including, without limitation, all cost and accounting records, employee certifications, staff (pedagogical and non-pedagogical) attendance, service and time records pertaining to the use of these funds. The Provider shall make all books and records available to the District, the SED, the State Comptroller, or their authorized representatives, for review and audit at such times during business hours as they may request.

9. The Provider shall furnish any additional data and reports, including, but not limited to SEO submissions, as the District deems to be related to the performance of the Agreement, upon request of the District. The Provider shall be given a reasonable time to respond to such requests.

10. The Provider shall comply with all applicable federal, state, and local laws in connection with the services to be provided by the Provider under this Agreement.

11. Provide assurances that all individuals prior to providing services to District residents under this Agreement are cleared by the New York State Education Department based upon fingerprint criminal background checks in accordance with the provisions contained in the SAVE Legislation. Appropriate written proof of such clearance shall be provided to the District prior to such individuals providing services to the District.

12. The District and the Provider may agree that if state law or regulation is amended during the term of this Agreement to provide for the flow-through to the Provider of funds from prior years known as "carryover funds," this Agreement may also pertain to the distribution of those funds in accordance with the requirements of the law or regulation.

13. Both Parties reserve the right to amend this Agreement, as may be necessary, in order to comply with any change in applicable law, regulations and guidelines governing the operation of this Agreement.

14. This Agreement may only be modified or amended by mutual agreement of the Parties, in writing.

15. The Parties to this Agreement will maintain their independent and separate identities, each having exclusive control of its own management, assets, and affairs. Neither Party will, by virtue of this Agreement, assume any liability or obligation of the other Party.

16. The Provider shall purchase from and maintain in a company or companies lawfully licensed to do business in the State of New York such insurance as will protect Provider and District from claims for which Provider may be legally liable, whether such operations be by Provider or by anyone directly or indirectly employed by Provider, or by anyone for whose acts Provider may be liable. Notwithstanding any terms, conditions or provisions in any other writing between the parties, Provider hereby agrees to effectuate the naming of District as an unrestricted additional insured on Provider's insurance policies, with the exception of workers' compensation and professional liability. If the policy is written on a claims-made basis, the retroactive date must precede the date of this Agreement. The policies naming District as an additional insured shall:

    a. Be purchased from an A.M. Best A- rated or better insurer, licensed to conduct business in New York State and licensed and admitted to issue insurance in New York State.

b. Contain a provision that provides District with 30-day prior written notice of the cancellation of any of Provider's policies.

c. State that the Provider's coverage shall be primary and non-contributory coverage for District, its Board of Education, officers , employees and volunteers.

d. The District shall be listed as an additional insured by using endorsement CG 20 26 or equivalent. The decision to accept an endorsement rests solely with District. A completed copy of the endorsement must be attached to the certificate of insurance.

The certificate of insurance must describe the services provided by Provider that are covered by the liability policies.

Required Insurance to be provided (all below insurance is mandatory for all Providers unless for good cause shown the Board of Education or Assistant Superintendent for Business has authorized in writing a modification that is attached hereto as Exhibit E):

Commercial General Liability
$1,000,000 per occurrence/$2,000,000 aggregate with no exclusions for athletic participants and with proof of coverage for sexual misconduct no less than
$1,000,000.

Worker's Compensation and N.Y.S. Disability
Statutory Workers' Compensation (C105.2 or U-26.3), Employers' Liability and
N.Y.S. Disability Benefits (DB-120.1) 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 proof of Workers' Compensation Insurance of Disability Benefits Insurance. A person claiming an exemption from Worker' Compensation Insurance must file a CE-200 form with the state and provide a copy of such form to the School District.

Professional Errors and Omissions Insurance
$2,000,000 per occurrence/$2,000,000 per aggregate for the professional acts of the PROVIDER performed under this Agreement for the SCHOOL DISTRICT. If written on a "claims-made" basis, the retroactive date must pre-date the inception of this Agreement. Coverage shall remain in effect for two years following the completion of the professional acts of the PROVIDER performed under this Agreement.

Umbrella/Excess Insurance
$3,000,000 each occurrence and aggregate. Umbrella/Excess coverage shall be on a follow-form basis over the required Commercial General Liability and Professional Liability coverage.

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

In the event that any of the insurance coverage to be provided by Provider contains a deductible or self-insured retention, Provider shall indemnify and hold District harmless from the payment of such deductible or self-insured retention, which deductible or self-insured retention shall in all circumstances remain the sole obligation and expense of Provider.

Provider shall provide District with evidence of the above insurance requirements upon execution of the within Agreement. Provider further acknowledges that its failure to obtain or keep current the insurance coverage required by this Agreement shall constitute a material breach of this Agreement and subjects Provider to liability for damages including, but not limited to, direct, indirect, consequential, special and any other damages District sustains as a result of this breach. In addition, Provider shall be responsible for the indemnification to District of any and all costs associated with such lapse in coverage including, but not limited to, reasonable attorneys' fees. At the District's request,

the Provider shall provide a copy of the declaration page of the liability and umbrella policies with a list of endorsements and forms. At the District's request, the Provider also will provide a copy of the policy endorsements and forms. The failure of the District to object to the contents of the evidence of insurance(s) or the absence of same shall not be deemed a waiver of any and all rights held by the District. Prior to commencement of its services, Provider shall obtain and pay for insurance as may be required to comply with the indemnification and hold harmless provisions outlined under this Agreement.

The District is a member/owner of the NY Schools Insurance Reciprocal (NYSIR). The Provider understands and acknowledges that the procurement of the insurance as required herein is intended to benefit not only the District but also the NYSIR, as the District's insurer.

17. The Provider shall indemnify, defend, and hold harmless the District, its Board of Education, officers, directors, agents and employees from all loss, costs, damages and expenses, including reasonable attorney's fees, judgments, fines and amounts paid in settlement in connection with a terminated, pending or completed action, suit or proceeding arising from any act, error or omission, misstatement, misleading statement, neglect or breach of duties by the Provider or any of its officers, directors, agents or employees taken or made with respect to this Agreement. In the event of a breach or unauthorized release of any personally identifiable information of District, its employees, students or administrators by the Provider, Provider must promptly reimburse the District for the full cost of any notifications the District is required to make as a result of the breach or unauthorized release.

18. The Provider agrees that it will not discriminate with respect to its provision of special education services in this Agreement on the grounds of race, religion, creed, color, national origin, sex, sexual orientation, gender identity or expression, age, disability, marital status, veteran status or other non-merit factors, nor shall it discriminate against any individual on such grounds.

19. The District represents and warrants that all non-public information communicated by the Provider to the District in connection with the performance of the services provided under this Agreement shall be regarded as confidential information, used only for the purposes of this Agreement, and in no event shall be disclosed to third parties, including the District's affiliates, partners, employees, agents, or representatives other than those listed herein, unless otherwise required by applicable law, judicial or administrative process, professional standards or a court or government agency of competent jurisdiction (other than as may be required for internal quality assurance, management, or legal review purposes) or if disclosure is in connection with litigation between the Parties arising hereunder. This provision survives termination or expiration of this Agreement.

20. This Agreement may be terminated for convenience by either party upon thirty (30) days written notice to the other party. In the event of such termination, the parties will adjust the accounts due and payable to Provider for services rendered. Provider will not incur any additional expenses upon receipt of District's notification that Provider 's services have been terminated. Upon any such termination, the parties shall endeavor in an orderly manner to wind down activities hereunder. In the event of termination, all reports and services due to District must be completed by the Provider within thirty (30) days of the termination date.

21. This Agreement may be terminated by District in the event of a material breach by Provider, upon three (3) days' written notice from District to Provider. In the event of such termination, District shall only pay Provider for services provided prior to the termination in full compliance with this Agreement and shall deduct from such sums (and if such sums are insufficient, Provider shall pay to District the additional sums required to compensate District for) any costs and damages incurred by the District as a result of the material breach(es) of this Agreement by Provider, including but not limited to the increased costs incurred by District to secure replacement services.

22. No exclusive rights are granted under this Agreement. Nothing contained in this Agreement shall be construed to render either Provider or District as a partner, agent or coventurer of the other. Each Party shall be responsible for its own debts, liabilities and obligations.

23. Any notice, demand or communication required, permitted or desired to be given hereunder shall be deemed given when personally delivered or sent via a nationally recognized overnight delivery service, to the addresses set forth herein, or to such other address as the Parties may designate in writing. Copies of notices to Provider shall be simultaneously sent to Provider's Office of Legal Affairs, attn.: General Counsel, at WMCLegalNotices@WMCHealth.org.

24. This Agreement may not be assigned in whole or in part, nor may any obligation hereunder be subcontracted by either Party without the prior written consent of the other Party.

25. This Agreement constitutes the entire agreement between the Parties hereto with respect to the subject matter hereof and shall supersede all previous negotiations, comments and writings.

26. This Agreement shall be construed in accordance with the laws of the State of New Yark, regardless of conflict of laws' provisions. Any litigation between the parties shall be brought in a court of competent jurisdiction in the County of Ulster in the State of New York.

27. In the event any provision of this Agreement is held to be unenforceable for any reason, the unenforceability thereof shall not affect the remainder of this Agreement, which shall remain in full force and effect and enforceable in accordance with its terms. This provision will survive termination or expiration of this Agreement.

28. This Agreement may be executed in any number of counterparts which, when taken together, will constitute one original, and photocopy, facsimile, electronic or other copies shall have the same effect for all purposes as an ink-signed original.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Effective Date.

Provider WRAPAROUND SERVICES OF THE H.V.

By: _____

Name: Austin Rynne

Title: CEO.

Wallkill Central School District

By: _____

Name: Thomas Frisbie

Title: Board of Education President

WCSD ***Wallkill Central School District, 1500 Route 208, Box 310, Wallkill NY 12589***

TEL. (845) 895-7104, FAX (845) 895-8079

Tara Rounds
Assistant Superintendent for Special Education
and Intervention Services

Shannon LaRocco
Coordinator of Special Education

Julie Salisbury
Coordinator of Special Education

SEDCAR Services Agreement

This Services Agreement (the **"Agreement")** is made as of July 1, 2026 **("Effective Date")** by and between **Wallkill Central School District,** located at 1500 Route 208, Wallkill, New York 12589 (the **"District")** and **Wraparound Services of HV Preschool,** with its principal place of business at **250 Tuyten Bridge Road, Lake Katrine, NY 12449** (the **"Provider").** Provider and District may be referred to individually as a "Party" and together as the "Parties."

WHEREAS, the District is the Local Education Agency (LEA) for the purposes of receiving federal IDEA flow-through funds from New York State Education Department ("NYSED") for Part B, Section 611 (P.L. 94-142 for students with disabilities ages 3-21) and Section 619 (P.L. 99-457 for students with disabilities ages 3-5) and sub- allocating such funds to approved special education programs (ASEPs) for certain students with disabilities; and

WHEREAS, the Provider is an eligible approved special education program authorized to provide special education services to preschool and/or school-aged special education students; and

WHEREAS, the District is authorized to contract with the Provider to provide special education program for preschool and/or school-aged students with education disabilities who reside within the District and who are placed in such program for the provision of special education services.

NOW THEREFORE, the Parties mutually agree as follows:

1. The term of this Agreement shall be for the school year beginning **July 1, 2026** through **June 30, 2027.** Payment of the sub-allocation of such funds to the Provider shall be made on a per student basis.

2. In order to receive payment for the services rendered under this Agreement, the Provider must complete all required forms, particularly the SEDCAR-1 Form, in accordance with the schedule established by the NYSED. The Provider will receive payment from the District based on the total number of students as indicated on the SEDCAR-1 and subject to verification.

3. Within thirty (30) days of receipt of funds from SEO, the District will process the initial payment to the Provider. The Provider may submit an FS 25 Request for subsequent payment after receipt of the initial payment, which shall be accepted by the District as long as it is timely filed in accordance with the schedule established by the NYSED. The FS 1OF shall be completed by the Provider and submitted to the District no later than sixty (60) days after the close of the Provider's grant year. Upon receipt of the required forms, the District shall process payment of funds to the Provider.

4. All forms and notices that shall be given to the District shall be sent to the Board at the following address: PO Box 310 1500 Route 208, Wallkill, New York 12589.

5. The District shall process payments to the Provider in accordance with applicable laws. The Board is only obligated to process payments to the Provider for the provision of services in the approved program as permitted under IDEA. Payments made to the Provide pursuant to this Agreement shall be utilized only for the purpose as provided in IDEA.

6. The Provider shall maintain its books, records and accounts pertaining to the use of these funds in accordance with the requirements of the Reimbursable Cost Manual. The District, SED and the State Comptroller, or their authorized representative(s) shall have the right to conduct a fiscal audit of the Project supported by these funds, provided, however, that nothing in this Agreement will diminish or modify the audit procedures required in any other contract which the Provider may have with the District for the provision of special education or other services. Access to property and personnel related to the Provider's use of these funds shall be provided during an audit.

7. If, upon audit of this Agreement, the District determines that funds were used for unapproved uses, said funds shall be returned to the District upon request.

8. Except as otherwise directed by the District, the Provider shall, until six (6) years after the end of the term of the Agreement, or until six (6) years after the termination of the Agreement, retain all books and records required hereunder, including, without limitation, all cost and accounting records, employee certifications, staff (pedagogical and non-pedagogical) attendance, service and time records pertaining to the use of these funds. The Provider shall make all books and records available to the District, the SED, the State Comptroller, or their authorized representatives, for review and audit at such times during business hours as they may request.

9. The Provider shall furnish any additional data and reports, including, but not limited to SEO submissions, as the District deems to be related to the performance of the Agreement, upon request of the District. The Provider shall be given a reasonable time to respond to such requests.

10. The Provider shall comply with all applicable federal, state, and local laws in connection with the services to be provided by the Provider under this Agreement.

11. Provide assurances that all individuals prior to providing services to District residents under this Agreement are cleared by the New York State Education Department based upon fingerprint criminal background checks in accordance with the provisions contained in the SAVE Legislation. Appropriate written proof of such clearance shall be provided to the District prior to such individuals providing services to the District.

12. The District and the Provider may agree that if state law or regulation is amended during the term of this Agreement to provide for the flow-through to the Provider of funds from prior years known as "carryover funds," this Agreement may also pertain to the distribution of those funds in accordance with the requirements of the law or regulation.

13. Both Parties reserve the right to amend this Agreement, as may be necessary, in order to comply with any change in applicable law, regulations and guidelines governing the operation of this Agreement.

14. This Agreement may only be modified or amended by mutual agreement of the Parties, in writing.

15. The Parties to this Agreement will maintain their independent and separate identities, each having exclusive control of its own management, assets, and affairs. Neither Party will, by virtue of this Agreement, assume any liability or obligation of the other Party.

16. The Provider shall purchase from and maintain in a company or companies lawfully licensed to do business in the State of New York such insurance as will protect Provider and District from claims for which Provider may be legally liable, whether such operations be by Provider or by anyone directly or indirectly employed by Provider, or by anyone for whose acts Provider may be liable. Notwithstanding any terms, conditions or provisions in any other writing between the parties, Provider hereby agrees to effectuate the naming of District as an unrestricted additional insured on Provider's insurance policies, with the exception of workers' compensation and professional liability. If the policy is written on a claims-made basis, the retroactive date must precede the date of this Agreement. The policies naming District as an additional insured shall:

    a. Be purchased from an A.M. Best A- rated or better insurer, licensed to conduct business in New York State and licensed and admitted to issue insurance in New York State.

b. Contain a provision that provides District with 30-day prior written notice of the cancellation of any of Provider's policies.

c. State that the Provider's coverage shall be primary and non-contributory coverage for District, its Board of Education, officers , employees and volunteers.

d. The District shall be listed as an additional insured by using endorsement CG 20 26 or equivalent. The decision to accept an endorsement rests solely with District. A completed copy of the endorsement must be attached to the certificate of insurance.

The certificate of insurance must describe the services provided by Provider that are covered by the liability policies.

Required Insurance to be provided (all below insurance is mandatory for all Providers unless for good cause shown the Board of Education or Assistant Superintendent for Business has authorized in writing a modification that is attached hereto as Exhibit E):

Commercial General Liability
$1,000,000 per occurrence/$2,000,000 aggregate with no exclusions for athletic participants and with proof of coverage for sexual misconduct no less than
$1,000,000.

Worker's Compensation and N.Y.S. Disability
Statutory Workers' Compensation (C105.2 or U-26.3), Employers' Liability and
N.Y.S. Disability Benefits (DB-120.1) 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 proof of Workers' Compensation Insurance of Disability Benefits Insurance. A person claiming an exemption from Worker' Compensation Insurance must file a CE-200 form with the state and provide a copy of such form to the School District.

Professional Errors and Omissions Insurance
$2,000,000 per occurrence/$2,000,000 per aggregate for the professional acts of the PROVIDER performed under this Agreement for the SCHOOL DISTRICT. If written on a "claims-made" basis, the retroactive date must pre-date the inception of this Agreement. Coverage shall remain in effect for two years following the completion of the professional acts of the PROVIDER performed under this Agreement.

Umbrella/Excess Insurance
$3,000,000 each occurrence and aggregate. Umbrella/Excess coverage shall be on a follow-form basis over the required Commercial General Liability and Professional Liability coverage.

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

In the event that any of the insurance coverage to be provided by Provider contains a deductible or self-insured retention, Provider shall indemnify and hold District harmless from the payment of such deductible or self-insured retention, which deductible or self-insured retention shall in all circumstances remain the sole obligation and expense of Provider.

Provider shall provide District with evidence of the above insurance requirements upon execution of the within Agreement. Provider further acknowledges that its failure to obtain or keep current the insurance coverage required by this Agreement shall constitute a material breach of this Agreement and subjects Provider to liability for damages including, but not limited to, direct, indirect, consequential, special and any other damages District sustains as a result of this breach. In addition, Provider shall be responsible for the indemnification to District of any and all costs associated with such lapse in coverage including, but not limited to, reasonable attorneys' fees. At the District's request,

the Provider shall provide a copy of the declaration page of the liability and umbrella policies with a list of endorsements and forms. At the District's request, the Provider also will provide a copy of the policy endorsements and forms. The failure of the District to object to the contents of the evidence of insurance(s) or the absence of same shall not be deemed a waiver of any and all rights held by the District. Prior to commencement of its services, Provider shall obtain and pay for insurance as may be required to comply with the indemnification and hold harmless provisions outlined under this Agreement.

The District is a member/owner of the NY Schools Insurance Reciprocal (NYSIR). The Provider understands and acknowledges that the procurement of the insurance as required herein is intended to benefit not only the District but also the NYSIR, as the District's insurer.

17. The Provider shall indemnify, defend, and hold harmless the District, its Board of Education, officers, directors, agents and employees from all loss, costs, damages and expenses, including reasonable attorney's fees, judgments, fines and amounts paid in settlement in connection with a terminated, pending or completed action, suit or proceeding arising from any act, error or omission, misstatement, misleading statement, neglect or breach of duties by the Provider or any of its officers, directors, agents or employees taken or made with respect to this Agreement. In the event of a breach or unauthorized release of any personally identifiable information of District, its employees, students or administrators by the Provider, Provider must promptly reimburse the District for the full cost of any notifications the District is required to make as a result of the breach or unauthorized release.

18. The Provider agrees that it will not discriminate with respect to its provision of special education services in this Agreement on the grounds of race, religion, creed, color, national origin, sex, sexual orientation, gender identity or expression, age, disability, marital status, veteran status or other non-merit factors, nor shall it discriminate against any individual on such grounds.

19. The District represents and warrants that all non-public information communicated by the Provider to the District in connection with the performance of the services provided under this Agreement shall be regarded as confidential information, used only for the purposes of this Agreement, and in no event shall be disclosed to third parties, including the District's affiliates, partners, employees, agents, or representatives other than those listed herein, unless otherwise required by applicable law, judicial or administrative process, professional standards or a court or government agency of competent jurisdiction (other than as may be required for internal quality assurance, management, or legal review purposes) or if disclosure is in connection with litigation between the Parties arising hereunder. This provision survives termination or expiration of this Agreement.

20. This Agreement may be terminated for convenience by either party upon thirty (30) days written notice to the other party. In the event of such termination, the parties will adjust the accounts due and payable to Provider for services rendered. Provider will not incur any additional expenses upon receipt of District's notification that Provider 's services have been terminated. Upon any such termination, the parties shall endeavor in an orderly manner to wind down activities hereunder. In the event of termination, all reports and services due to District must be completed by the Provider within thirty (30) days of the termination date.

21. This Agreement may be terminated by District in the event of a material breach by Provider, upon three (3) days' written notice from District to Provider. In the event of such termination, District shall only pay Provider for services provided prior to the termination in full compliance with this Agreement and shall deduct from such sums (and if such sums are insufficient, Provider shall pay to District the additional sums required to compensate District for) any costs and damages incurred by the District as a result of the material breach(es) of this Agreement by Provider, including but not limited to the increased costs incurred by District to secure replacement services.

22. No exclusive rights are granted under this Agreement. Nothing contained in this Agreement shall be construed to render either Provider or District as a partner, agent or coventurer of the other. Each Party shall be responsible for its own debts, liabilities and obligations.

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Provider

By: _____

Name: Austin Rynne

Title: CEO.

Wallkill Central School District

By: _____

Name: Thomas Frisbie

Title: Board of Education President