

Wallkill Central School District 1500 Route 208, PO Box 310, Wallkill, New York 12589
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Office of Pupil Personnel Services & Federal Programs

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PROVIDER REIMBURSEMENT AGREEMENT

The Board of Education (BOE) and Liberty Resources (Provider) agree as follows:

The terms of this Agreement shall be for the grant year beginning July 1, 2022 and ending June 30, 2023.

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. A fully completed copy will be made a part of this Agreement as “Attachment A.” 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.

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 related to the performance of the Agreement upon 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.

Dated: 6/23/28


Provider

Dated: _____

Board of Education