

AGENDA



**BOARD OF EDUCATION**

**December 12, 2024**

Beach Street Middle School  
17 Beach Street  
7:30 p.m.

Submitted by:  
Dr. Paul Romanelli  
*Superintendent of Schools*

**A G E N D A**  
**REGULAR MEETING OF THE BOARD OF EDUCATION**  
**December 12, 2024**  
**REVISED**

*Beach Street Middle School*

*West Islip, New York*

- I. **CALL TO ORDER**
- II. **QUORUM COUNT**
- III. **ANNOUNCEMENTS**
  - A) Student Representative Report
  - B) Regionalization**
- IV. **DISCUSSION**
  - A) Student Enrollment Presentation
  - B) Livestreaming for Meetings**
- V. **INVITATION TO PUBLIC** - *The public is invited to speak on any agenda item. Community members will be recognized from the signature cards {name and contact information required}. This will be limited to 20 minutes in total and will continue only as long as it is conducted in an orderly fashion. Signature cards must be submitted at the opening of the meeting. Each person or representative of a group will be limited to three minutes.*
- VI. **APPROVAL OF MINUTES:** A motion is needed to approve the minutes of the November 19, 2024 Planning Session and the December 5, 2024 Special Meeting
- VII. **PERSONNEL**
  - A) Memorandum of Agreement between WITA, West Islip UFSD and Employee A
  - B) Personnel Agenda
- VIII. **CURRICULUM UPDATE**
- IX. **REPORT OF BOARD COMMITTEES**
  - A) Buildings & Grounds Committee {11/19/2024}
  - B) Education Committee {12/10/2024}
  - C) Finance Committee {12/10/2024}
  - D) Special Education Committee {12/11/2024}**
  - E) Audit Committee {12/10/2024}
- X. **BUSINESS ITEMS**
  - A) Approval of Budget Transfers (Capital Fund #4456 and General Fund #4457-4460)
  - B) Approval of Contracts
    1. Theralympic Speech Consultant Services 2024-2025
  - C) Approval of SEDCAR Contracts for 2024-2025
    1. ACLD
    2. AHRC Suffolk
    3. All About Kids
    4. Alternatives for Children
    5. Brookville Center for Children's Services
    6. Building Blocks Developmental Pre-School
    7. Center for Developmental Disabilities C/O IGHL
    8. Eden II Programs
    9. Developmental Disabilities Institute, Inc.
    10. Just Kids Early Childhood Learning Center
    11. Kids First Evaluation and Advocacy Center

Approval of SEDCAR Contracts for 2024-2025 (continued)

12. Kids in Action of Long Island, Inc.
13. Kidz Therapy Services, PLLC
14. Leeway School
15. Liberty Resources Post
16. Little Angels Center
17. Metro Therapy
18. Nassau Suffolk Services for the Autistic, Inc.
19. Suffolk County Department of Health Services
20. The Hagedorn Little Village School
21. The New Interdisciplinary School
22. The Opportunity Pre-School
23. United Cerebral Palsy of Greater Suffolk, Inc.
24. Variety Child Learning Center

D) Surplus Items

1. Miscellaneous books – Beach Street Middle School
2. I.T. Equipment – District-wide
3. Musical Instrument Storage Cabinets ~ West Islip High School

E) Bids

1. Approval of Base Bid GC-3 W.J. Northridge Corporation \$778,500.00  
General Construction – Kitchen Upgrades (Single Prime Bid): Beach Street Middle School, West Islip High School and Udall Road Middle School (Combined – All Three Schools)
2. Approval of Resolution re: Rejection of Base Bid GC-1: General Construction – Kitchen Reconstruction (Single Prime Bid: Beach Street Middle School) and Rejection of Base Bid GC-2: General Construction – Kitchen Reconstructions (Single Prime Bid: West Islip High School and Udall Road Middle School)

**XI. PRESIDENT’S REPORT**

A) Approval of Resolutions

1. Receipt of the Independent Accountant’s Reports on Food Service Detailed Testing and the Risk Assessment Update Report dated December 10, 2024 from Cullen & Danowski, LLP
2. Recommendation the Board of Education approve the Corrective Action Plans in response to the internal auditors’ reports on Food Service Detailed Testing, submitted by the Assistant Superintendent for Business

- B) Approval of resolution re: the Board of Education approves the recommendations of the Special Education Committee of students as listed in the District’s backup and authorizes the District to arrange for appropriate services

**XII. SUPERINTENDENT’S REPORT**

**XIII. NOTICES/REMINDERS**

**XIV. OTHER ITEMS FOR BOARD MEMBERS INFORMATION**

- XV. **INVITATION TO PUBLIC** – *The public, at this time, is invited to bring before the Board any questions/concerns. Community members will be recognized from the signature cards {name and contact information required}. This will be limited to 20 minutes in total and will continue only as long as it is conducted in an orderly fashion. Signature cards must be submitted by the time the first speaker is called to the podium. Each person or representative of a group will be limited to three minutes.*

- XVI. **EXECUTIVE SESSION** – *After a ten-minute break, the Board of Education will adjourn to discuss personnel, negotiations, and litigation. At the conclusion of Executive Session, the Board will reconvene to public session to consider any items for which a vote is required.*

**XVII. CLOSING - Adjournment**

## RESOLUTION

Resolved, the Board of Education hereby Direct the Superintendent of Schools to advise the State Education Department that the West Islip Union Free School District is opting out of Regionalization pursuant to Part 124 of the Regulations of the Commissioner of Education.

**PLANNING SESSION MEETING OF THE BOARD OF EDUCATION  
November 19, 2024 – Beach Street Middle School**

PRESENT: Mrs. Brown, Mr. Antonello, Mrs. Kelly, Mrs. Marks, Mr. McCann

ABSENT: Mr. Tussie, Mr. Bedell

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

ABSENT: None

ATTORNEY: None

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Meeting called to order at 7:34 p.m. followed by the Pledge.

APPROVAL OF MINUTES:

Motion was made by Peter McCann, seconded by Christina Marks, and carried when all Board members present voted in favor to approve the minutes of the November 4, 2024 Regular Meeting.

PERSONNEL:

Motion was made by Richard Antonello, seconded by Grace Kelly, and carried when all Board members present voted in favor to approve Stipulation of settlement Agreement between Teamsters Local 237 Clerical, West Islip UFSD and Employee A.

Motion was made by Richard Antonello, seconded by Grace Kelly, and carried when all Board members present voted in favor to approve consent agenda T-1, CL-1, CL-2, CL-3, CL-4, CL-5, CL-6 and Other as listed below:

TEACHERS

**T-1 PROBATIONARY APPOINTMENT (AMENDED)**

Melanie Rabin, Special Education  
Effective December 9, 2024 through December 8, 2028  
(change in date from December 2, 2024 through December 1, 2028)

CIVIL SERVICE

**CL-1 CHANGE IN TITLE**

Paul Shields, Custodial Worker I  
Effective November 18, 2024  
(High School; Step 2; change from Acting Custodial Worker III)

**CL-2 PROBATIONARY APPOINTMENT**

Jennifer Longo, Paraprofessional  
Effective November 21, 2024  
(Paul J. Bellew; Step 1; replacing Nicole Jones {terminated})

Michael Parsons, Custodial Worker I  
Effective November 20, 2024  
(High School; Step 1; replacing Joseph Troiano {retired})

**CIVIL SERVICE**  
continued

**CL-2 continued      PROBATIONARY APPOINTMENT, continued**

\*Adrienne Tortora, Part-Time Food Service Worker  
Effective November 20, 2024  
(Udall; \$16.54 hr.; replacing Elizabeth Acosta {resigned})

\*Nancy Walsh, Part-Time Food Service Worker  
Effective November 20, 2024  
(Udall; \$16.54/hr.; replacing Ashley Tagliaferri {resigned})

**CL-3                      RESIGNATION**

Lindsay Aumock, Paraprofessional  
Effective November 23, 2024  
(Oquenock)

Eric Delorfano, Paraprofessional  
Effective November 20, 2024  
(Oquenock)

Michelle Guadalupe, Paraprofessional  
Effective November 27, 2024  
(Beach Street)

Sarah Koffsky, Paraprofessional  
Effective November 16, 2024  
(High School)

James Leonard, Guard  
Effective December 21, 2024  
(Districtwide)

Sasha Napoli, Paraprofessional  
Effective November 15, 2024  
(High School)

**CL-4                      SUBSTITUTE CUSTODIAN (\$16/hr)**

Daniel Kossmann, effective November 20, 2024  
Stacey Madocks, effective November 20, 2024  
John Schmutz, effective November 20, 2024

**CL-5                      SUBSTITUTE FOOD SERVICE WORKER (\$16/hr)**

\*Ilucion Adreina Carrasco, effective November 20, 2024

**CL-6                      SUBSTITUTE PARAPROFESSIONAL (\$16/hr)**

\*Kayla Gorman, effective November 20, 2024

*\*Conditional pending fingerprinting clearance*

**OTHER**

**CLUBS/ADVISORS 2024-2025**

**HIGH SCHOOL (AMENDED)**

Gay-Straight Alliance, Nicole Perperis  
(change in advisor from John Koroneos)

**PERMANENT SUBSTITUTE TEACHER** (\$150 per diem)

Eric Delorfano, effective November 20, 2024 through June 27, 2025  
(Oquenock Elementary School)

**SUBSTITUTE TEACHER** (\$130 per diem)

\*Kayla Gorman, effective November 20, 2024

*\*Conditional pending fingerprinting clearance*

**APPROVAL:**

Motion was made by Grace Kelly, seconded by Richard Antonello, and carried when all Board members present voted in favor to approve Contracts:

1. Deer Park UFSD Special Education Services 2024-2025
2. Hempstead UFSD Health Services 2023-2024
3. Hempstead UFSD Health Services 2024-2025
4. Herricks UFSD Special Education Services 2023-2024
5. Herricks UFSD Special Education Services 2024-2025

Motion was made by Grace Kelly, second by Richard Antonello, and carried when all Board members present voted in favor to approve Dishwasher Supplies and Services Bid (09/02/2024-06/30/2026).

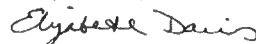
Motion was made by Richard Antonello, seconded by Grace Kelly, and carried when all Board members present voted in favor to approve resolution re: Single Audit Report for the year ended June 30, 2024 from R.S. Abrams & Co, LLP.

**RESOLUTION:**

*BE IT RESOLVED, that the Board of Education of the West Islip School District acknowledge receipt of the Single Audit Report for the year ended June 30, 2024 from R.S. Abrams & Co., LLP.*

Meeting adjourned at 7:40 p.m. on motion by Richard Antonello, seconded by Grace Kelly, and carried when all Board members present voted in favor.

Respectfully submitted,



Elizabeth Davis  
District Clerk

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

**SPECIAL MEETING OF THE BOARD OF EDUCATION  
December 5, 2024 – Beach Street Middle School Media Center**

PRESENT: Mr. Tussie, Mrs. Brown, Mr. Bedell, Mrs. Kelly, Mrs. Marks, Mr. McCann

ABSENT: Mr. Antoniello

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

ABSENT: None

ATTORNEY: None

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Meeting called to order at 5:00 p.m. followed by the Pledge.

Motion was made by Debbie Brown, seconded by Grace Kelly, and carried when all Board members present voted in favor to adjourn to Executive Session at 5:02 p.m. for the purpose of discussing legal matters.

Meeting reconvened at 5:19 p.m. on motion by Debbie Brown, seconded by Grace Kelly, and carried when all Board members present voted in favor.

Motion was made by Debbie Brown, seconded by Grace Kelly, and carried when all Board members present voted in favor to approve resolution re: Authorizing the Retention of Rigano, LLC.

RESOLUTION:

*WHEREAS, Rigano, LLC is a New York based law firm; and*

*WHEREAS, the Board of Education wishes to retain Rigano LLC as special counsel to provide services on various matters as directed by the Board President and/or Superintendent; now, therefore be it*

*RESOLVED, that the firm of Rigano, LLC is hereby retained as special counsel to provide legal services to the Board of Education; and, be it further*

*RESOLVED, said counsel is authorized to take all necessary and appropriate action on behalf of the Board of Education and the District in coordination with the Board President and/or Superintendent; and, be it further*

*RESOLVED, Rigano LLC shall be paid at an hourly rate of \$350.00/hr. for partners and of Counsel, \$275.00/hr. for Associates and \$75.00/hr. for paralegals and reimbursed expenses, (with a cap for the West Islip Union Free School District of \$10,000) upon invoices properly submitted and in accordance with a retention letter agreement between the parties.*

Motion was made by Debbie Brown, seconded by Grace Kelly, and carried when all Board members present voted in favor to approve resolution re: Authorizing the Commencement of Article 78 Regarding Regionalization.

RESOLUTION:

*WHEREAS, the New York State Department of Education has published emergency/proposed rules titled Development and Implementation of Regionalization in the New York State Register (and any amendments, modifications, related or readopted rules associated therewith) (collectively the "Rules");*

*WHEREAS, pursuant to a separate Board of Education resolution, the Board of Education retained the firm Rigano LLC as special counsel; and*



WHEREAS, the Board of Education has determined that litigation against the New York State Education Department, the Commissioner of the New York State Education Department, the Board of Regents, the Chancellor of the Board of Regents and/or any other parties as identified by counsel (collectively, the "Targets") is necessary to seek to annul, modify, and/or amend the Rules;

WHEREAS, the commencement of litigation is not an "action" as defined in 6 N.Y.C.R.R. §617.2(b), and, therefore, no further SEQRA review is required.

NOW, THEREFORE,

BE IT RESOLVED that the Board of Education hereby authorizes Rigano LLC to commence litigation by complaint or Article 78 petition filed in a court of appropriate jurisdiction as determined by counsel against all or some of the Targets and other targets identified by counsel to seek to annul the Rules, as well as for costs, attorney's fees, interest, associated declaratory relief, injunctive relief and such other relief, under any and all causes of action deemed appropriate by counsel.

Meeting adjourned at 5:24 p.m. on motion by Debbie Brown, seconded by Grace Kelly, and carried when all Board members present voted in favor.

Respectfully submitted,



Elizabeth Davis  
District Clerk

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

**PERSONNEL:**

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

**TEACHERS**

**T-1**                    **LEAVE OF ABSENCE (unpaid)**  
(Pursuant to the Family Medical Leave Act of 1993  
12-week continuous medical coverage)  
  
Kathryn Bayern, Speech  
Effective December 3, 2024 through February 12, 2025  
(Paul J Bellew)

**TEACHING ASSISTANTS**

**TA-1**                    **PROBATIONARY APPOINTMENT**  
  
Kate Klarikaitis, World Languages  
Effective January 2, 2025 to January 1, 2026  
(High School; Step 2; replacing Michelle Edgley {resigned})

**CIVIL SERVICE**

**CL-1**                    **PROBATIONARY APPOINTMENT**  
  
\*Claire Burnett, Paraprofessional  
Effective December 16, 2024  
(High School; Step 1; replacing Craig Nieves {reassigned})  
  
Sarah Sessa, Paraprofessional  
Effective December 3, 2024  
(Paul J. Bellew; Step 1; replacing Alexander Ruffini {resigned})

**CL-2**                    **RESIGNATION**  
  
Kate Klarikaitis, Paraprofessional  
Effective January 2, 2025  
(Beach Street)  
  
Caitlyn Leibman, Paraprofessional  
Effective December 21, 2024  
(South Shore)

**CL-3**                    **SUBSTITUTE CUSTODIAN** (\$16/hr)  
  
James Swenson, effective December 13, 2024

**CL-4**                    **SUBSTITUTE GUARD** (\$24.20/hr)  
  
Christopher Delaney, effective December 13, 2024  
\*Brandon O’Sullivan, effective December 13, 2024

CIVIL SERVICE, continued

SUBSTITUTE PARAPROFESSIONAL (\$16/hr)

Katia Barnes, effective December 13, 2024  
\*Makayla Comer, effective December 13, 2024  
Corinne Delaney, effective December 13, 2024  
\*Eugene Ditaranto, effective December 13, 2024  
\*Kayla Gorman, effective December 13, 2024  
Victoria Keniksmann, effective December 13, 2024  
Amy McCann, effective December 13, 2024  
\*Brayden Robertson, effective December 13, 2024  
Michelle Romito, effective December 13, 2024  
\*Brianna Seibert, effective December 13, 2024  
\*Joseph Washington, effective December 13, 2024

OTHER

PREFERRED SUBSTITUTE

Samantha Murray  
Effective December 2, 2024  
(High School; \$178.78/day)

PERMANENT SUBSTITUTE RESIGNATION

Sierra Koehler, Udall Middle School  
Effective January 10, 2025

SUBSTITUTE TEACHER (\$130 per diem)

Carmen Armstrong, effective January 13, 2025, *student teacher*  
Katia Barnes, effective December 13, 2024  
Dina Bartolotta, effective January 27, 2025, *student teacher*  
Lucas Bedford, effective December 13, 2024  
Gina Calderone, effective December 13, 2024  
\*Makayla Comer, effective December 13, 2024  
Corinne Delaney, effective January 22, 2025, *student teacher*  
\*Eugene Ditaranto, effective December 13, 2024  
Jeffrey Elterman, effective December 13, 2024  
Joseph Falcon, effective January 27, 2025, *student teacher*  
Amanda Gebler, effective December 13, 2024, *student teacher*  
Diana Gifford, effective December 13, 2024 (reassigned from a permanent substitute position)  
\*Kayla Gorman, effective December 13, 2024  
Marissa Ippolito, effective December 13, 2024, *student teacher*  
Victoria Keniksmann, effective December 13, 2024  
Ann Lang, effective December 13, 2024  
Caitlin Leibman, effective January 22, 2025, *student teacher*  
\*Gabiella Maresco, effective January 23, 2025, *student teacher*  
Nicole Marino, effective January 27, 2025, *student teacher*  
Amy McCann, effective December 13, 2024

*\*Conditional pending fingerprinting clearance*

OTHER, continued

**SUBSTITUTE TEACHER, continued** (\$130 per diem)

Aiden Morris, effective January 6, 2025, *student teacher*  
Marisa Pastore, effective December 13, 2024  
Giovanna Perna, effective January 22, 2025, *student teacher*  
\*Julia Rathje, effective May 1, 2025, *student teacher*  
\*Brayden Robertson, effective December 13, 2024  
Bryan Rolan, effective December 13, 2024, *student teacher*  
Michele Romito, effective December 13, 2024  
Antonino Ruopoli, effective December 13, 2024, *student teacher*  
\*Samantha Saporita, effective January 27, 2025, *student teacher*  
Lillian Scholl, effective December 13, 2024, *student teacher*  
\*Brianna Seibert, effective December 13, 2024  
Jason Sorice, effective January 27, 2025, *student teacher*  
\*Joseph Washington, effective December 13, 2024

**SUBSTITUTE TEACHING ASSISTANT** (\$105 per diem)

Katia Barnes, effective December 13, 2024  
\*Makayla Comer, effective December 13, 2024  
\*Eugene Ditaranto, effective December 13, 2024  
\*Kayla Gorman, effective December 13, 2024  
Victoria Keniksmann, effective December 13, 2024  
Amy McCann, effective December 13, 2024  
\*Brayden Robertson, effective December 13, 2024  
Michelle Romito, effective December 13, 2024  
\*Brianna Seibert, effective December 13, 2024  
\*Joseph Washington, effective December 13, 2024

**CLUBS/ADVISORS 2024-2025**

**MANETUCK**

Newspaper Club, Stephanie Nicou

**SWIM PROGRAM AND SWIM TEAMS 2024-2025**

**Lifeguards**

Natalie Aspetti  
Alexa Ficalora

**LATE WINTER 2024-2025 MIDDLE SCHOOL COACHES**

**GIRLS BASKETBALL**

Chris Salerno, 7-8 Udall Coach  
Kristen Doherty, 7-8 Beach Coach

**WRESTLING**

Tom Longobardi, 7-8 Udall Coach  
Jason Lella, 7-8 Beach Coach

*\*Conditional pending fingerprinting clearance*

OTHER, continued

**LATE WINTER 2024-2025 MIDDLE SCHOOL COACHES**

**BOYS VOLLEYBALL**

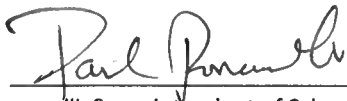
Daniel Sliwowski, 7-8 Udall Coach

Jake Rossi, 7-8 Beach Coach

**WEST ISLIP UFSD**  
**2024-25 Budget Transfers - Capital Fund**  
**School Board Meeting - December 12, 2024**

AGENDA ITEM X. A)  
 BUDGET TRANSFERS  
 RM 12/12/2024

| TRAN #                     | DATE       | ACCOUNT  | ACCOUNT DESCRIPTION                                   | TRANSFER<br>FROM | TRANSFER<br>TO |
|----------------------------|------------|--|---|------------------|----------------|
| 4456                       | 11/05/2024 | <i>Transfer for Capital Res 24 Funds for boiler conversion at Manetuck &amp; PJB</i> |   |                  |                |
|                            |            | H 1620.293-99-2425   | GEN CONST - 860K CAPITAL RESERVE 24-25 - DISTRICTWIDE | 86,651.00        |                |
|                            |            | H 1620.293-14-2425   | GEN CONST - 860K CAPITAL RESERVE 24-25 - MANETUCK     |                  | 43,085.00      |
|                            |            | H 1620.293-17-2425   | GEN CONST - 860K CAPITAL RESERVE 24-25 - PJ BELLEW    |                  | 43,566.00      |
| <b>DEBIT/CREDIT TOTALS</b> |            |  |   | 86,651.00        | 86,651.00      |
| <b>NET AMOUNT</b>          |            |  |   |                  | -              |

Approved:  Date: 12/4/24  
 Dr. Paul Romanelli, Superintendent of Schools

**WEST ISLIP UFSD**  
**2024-25 Budget Transfers - General Fund**  
**School Board Meeting - December 12, 2024**

| TRAN #                     | DATE       | ACCOUNT   | ACCOUNT DESCRIPTION                  | TRANSFER FROM    | TRANSFER TO                        |
|----------------------------|------------|---|--------------------------------------|------------------|------------------------------------|
| 4457                       | 11/06/2024 | <i>Transfer for health services to BOCES code</i>                       |                                      |                  |                                    |
|                            |            | A 2815.401-999-4699   | HEALTH SERVICES-OTHER DISTRICTS      | 9,000.00         |                                    |
|                            |            | A 2815.492-999-4699   | BOCES SERVICES                       |                  | 9,000.00                           |
| 4458                       | 11/07/2024 | <i>Transfer for additional ERS costs for Annual ERS Invoice</i>         |                                      |                  |                                    |
|                            |            | A 5540.406-999-4675   | TRANSPORTATION FOR EDUCATIONAL TRIPS | 15,436.00        |                                    |
|                            |            | A 9010.810-999-4499   | EMPLOYEE RETIREMENT                  |                  | 15,436.00                          |
| 4459                       | 11/18/2024 | <i>Transfer for All Points</i>  |                                      |                  |                                    |
|                            |            | A 5540.406-999-4675   | TRANSPORTATION FOR EDUCATIONAL TRIPS | 600.00           |                                    |
|                            |            | A 5510.501-999-5099   | AUTO PARTS & ACCESSORIES             |                  | 600.00                             |
| 4460                       | 11/26/2024 | <i>Transfer for SASBO mileage reimbursement for DO BO various staff</i> |                                      |                  |                                    |
|                            |            | A 9010.860-999-4499   | HEALTH INSURANCE                     | 460.00           |                                    |
|                            |            | A 1310.403-109-4499   | CONFERENCE EXPENSES                  |                  | 460.00                             |
| <b>DEBIT/CREDIT TOTALS</b> |            |   |                                      | <u>25,496.00</u> | <u>25,496.00</u>                   |
| <b>NET AMOUNT</b>          |            |   |                                      |                  | <u><u>                    </u></u> |

Approved:  Date: 12/4/24  
 Dr. Paul Romanelli, Superintendent of Schools

## **CONSULTANT SERVICES CONTRACT**

This Agreement is entered into this **1st day of July 2024** by and between the Board of Education of the West Islip UFSD (hereinafter the "DISTRICT"), having its principal place of business for the purpose of this Agreement at 100 Sherman Avenue, West Islip, New York, and **Theralympic Speech** (hereinafter "CONSULTANT"), having its principal place of business for the purpose of this Agreement at 624 Hawkins Avenue, Ronkonkoma, NY 11779.

### **A. TERM**

The term of this Agreement shall be from **July 1, 2024 through June 30, 2025** inclusive, unless terminated early as provided for in this Agreement. It is understood that the DISTRICT is under no obligation to renew this Agreement upon its expiration.

### **B. SERVICES AND RESPONSIBILITIES:**

1. During the term of this Agreement, the services to be provided by the CONSULTANT to the DISTRICT shall include, but not be limited to the following:

#### **SEE ATTACHED SERVICES AND FEE SCHEDULE**

2. CONSULTANT shall provide the services set forth in this Agreement to those student(s) referred by the DISTRICT in writing.
3. All services provided by CONSULTANT to students under this Agreement shall be in accordance with each student's Individualized Education Plan (IEP), as it may be modified from time to time. Prompt written notice shall be given by the DISTRICT to CONSULTANT upon any modification of a student's IEP.
4. CONSULTANT shall perform all services under this Agreement in accordance with all applicable Federal, State and local laws, rules, and regulations, as well as the established policy guidance from the New York State Education Department.
5. CONSULTANT shall comply with all applicable provisions of the Safe Schools Against Violence in Education (SAVE) Act, including, but not limited to background checks and fingerprinting of all staff directly providing services to students. All persons providing services to the DISTRICT pursuant to this Agreement must receive clearance for employment by the New York State Education Department prior to the provision of such services.
6. CONSULTANT represents that all services under this Agreement shall be provided by qualified individuals of good character, and in good professional



standing. CONSULTANT represents that no individuals providing services under this Agreement are currently charged, nor in the past have been charged with any relevant criminal or professional misconduct.

7. Upon execution of this Agreement, CONSULTANT shall provide copies of required licenses/certifications of all professionals providing services to student(s) under this Agreement. In the event that the required license/certification of any agent or employee of CONSULTANT providing services under this Agreement is revoked, terminated, suspended, or otherwise impaired, CONSULTANT shall immediately notify the DISTRICT in accordance with the requirements for all notices pursuant to this Agreement set forth below.
8. CONSULTANT shall observe and comply with all applicable DISTRICT Policies and Regulations while on the grounds of the DISTRICT or providing services pursuant to this Agreement.
9. CONSULTANT shall provide all services pursuant to this Agreement in a competent, professional and timely manner.
10. CONSULTANT will work cooperatively with the Committee on Special Education (CSE), the Committee on Pre-School Special Education (CPSE), the DISTRICT 'S administrative staff and medical staff. CONSULTANT shall make relevant personnel available to participate in meetings of the DISTRICT 'S CSE or CPSE when appropriate, upon reasonable prior notice to the CONSULTANT of such meetings.
11. CONSULTANT shall maintain records, logs and/or reports in accordance with all applicable laws, regulations, requirements of the New York State Education Department or Health Department and DISTRICT 'S policies and procedures in force during the term of this Agreement. The DISTRICT shall have the right to examine any or all records or accounts maintained and/or created by the CONSULTANT in connection with this Agreement, and upon request shall be entitled to copies of same.
12. Both parties to this Agreement understand that they may receive and/or come into contact with protected health information as defined by the Health Insurance Portability and Accountability Act of 1996 (HIPAA). The parties hereby acknowledge their respective responsibilities pursuant to HIPAA and shall comply with said Regulations, if applicable.
13. Both parties, their employees, and/or agents agree that all information obtained in connection with the services performed pursuant to this Agreement is deemed confidential information. Both parties, their employees, and/or agents shall not use, publish, discuss, disclose or communicate the contents of such information, directly or indirectly with third parties, except as provided for in this Agreement. Both parties further agree that any information received by either party's

employees and/or agents in connection with this Agreement which concerns the personal, financial, or other affairs of the parties, their employees, agents, and/or students will be treated as confidential and will not be revealed to any other persons, firms, organizations, or third parties. In addition, both parties agree that information concerning any student covered by the terms of this Agreement shall not be released except as provided for by applicable law, rule, or regulation, including but not limited to the Family Educational Rights and Privacy Act (FERPA).

14. CONSULTANT shall attempt to provide substitute coverage in the event of the absence of the regularly scheduled service provider. The services of the substitute provider shall be in accordance with all terms and conditions of this Agreement.
15. In the event that the parent or person in parental relation to a student(s) receiving services pursuant to this Agreement initiates litigation in connection with such services, CONSULTANT shall promptly give written notice of same to the DISTRICT.
16. Insurance:
  - a. CONSULTANT, at its sole expense, shall procure and maintain such policies of commercial general liability, malpractice and other insurance as shall be necessary to insure the CONSULTANT and the DISTRICT, including the Board of Education, employees and volunteers, as additional insured, against any claim for liability, personal injury, or death occasioned directly or indirectly by CONSULTANT in connection with the performance of CONSULTANT responsibilities under this Agreement; each such policy shall provide a minimum coverage of One Million Dollars (\$1,000,000.00) per occurrence subject to an annual aggregate of Three Million Dollars (\$3,000,000).
  - b. The insurance is to be underwritten by a licensed and/or admitted New York State Insurer with a minimum Bests rating of A-minus.
  - c. In the event any of the aforementioned insurance policies are cancelled or not renewed, CONSULTANT shall notify the DISTRICT in writing within thirty (30) days of such cancellation or non-renewal.
  - d. Upon the execution of this Agreement, CONSULTANT will supply the DISTRICT with a Certificate of Insurance including the DISTRICT, Board of Education, Employees and Volunteers as Additional Insured, a copy of the Declaration pages of the policies, and a copy of the additional insured endorsement.

C. COMPENSATION:

1. The DISTRICT shall pay CONSULTANT in accordance with the following fee schedule, following the presentation of detailed invoices by CONSULTANT to the DISTRICT :

**SEE ATTACHED SERVICES AND FEE SCHEDULE**

2. CONSULTANT shall submit invoices for payment on a monthly basis. All invoices shall include the services provided, the total hours, the dates that the invoice covers, and the total amount due for the period specified. The West Islip UDSD shall pay CONSULTANT within thirty (30) days of the DISTRICT's receipt of such invoice.
3. In the event that a scheduled session is cancelled by the CONSULTANT, the DISTRICT shall not be billed for that session. If however a scheduled session is cancelled by the DISTRICT, the DISTRICT will be billed for that session unless the DISTRICT provides CONSULTANT with reasonable notice of the cancellation.
4. The DISTRICT shall give the CONSULTANT notice of any invoice disputes within twenty (20) days of its receipt of the invoice, and reserves the right to withhold payment pending the resolution of the dispute.
5. Neither CONSULTANT nor any of its personnel shall share or accept any fee or gratuity for services provided pursuant to this Agreement except as expressly set forth in this Agreement.

D. MISCELLANEOUS

1. Termination:

- a. Either CONSULTANT or the DISTRICT may terminate this Agreement upon thirty (30) days prior written notice to the other party. Such notice shall be given in accordance with the requirements for all notices pursuant to this Agreement set forth below.
- b. The parties agree that CONSULTANT'S failure to comply with any terms or conditions of this Agreement will provide a basis for the DISTRICT to immediately terminate this Agreement without any further liability to CONSULTANT.

- c. In the event the CONSULTANT or the DISTRICT terminates this Agreement with or without cause, such termination of the Agreement shall not discharge the parties' existing obligations to each other as of the effective date of termination.

2. Independent Contractor:

- a. CONSULTANT will be engaged as an independent Contractor, and therefore be solely responsible for the payment of federal and state income taxes applicable to this Agreement.
- b. Neither CONSULTANT nor any of its employees, agents, or assigns will be eligible for any employee benefits whatsoever relative to this contract including, but not limited to, Social Security, New York State Worker's Compensation, unemployment insurance, New York State Employee's Retirement System, health or dental insurance, or malpractice insurance, or the like.
- c. DISTRICT, if required by Federal or State requirements, will submit a Form 1099 and IT 2102.1 respectively at year-end to the Federal Government for all individuals having a gross income exceeding \$600, which thereupon will be reported for income tax purposes.

3. DISTRICT reserves the right to reject any of the CONSULTANT'S staff, which the DISTRICT, at its sole discretion, may deem unqualified.

4. Defense / Indemnification

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

5. All notices which are required or permitted under this Agreement shall be in writing, and shall be deemed to have been given if delivered personally or sent by registered or certified mail, addressed as follows:

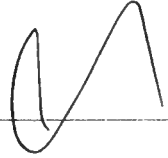
To District: Mrs. Elisa Pellati  
West Islip UFSD  
100 Sherman Avenue  
West Islip, NY 11795

To Consultant: Ms. Christiana Neophytou  
Theralympic Speech  
624 Hawkins Avenue  
Ronkonkoma, NY 11779

6. It is expressly understood that this Agreement shall not be assigned or transferred without prior written consent of the other party.
7. The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce every provision of this Agreement.
8. Should any provision of this Agreement, for any reason, be declared invalid and/or unenforceable, such decision shall not effect the validity of the remaining provisions of this Agreement. Such remaining provisions shall remain in full force and effect as if this Agreement had been executed with the invalid provision(s) eliminated.
9. This Agreement and the rights and obligations of the parties hereunder shall be construed in accordance with, and governed by, the laws and regulations of the State of New York and applicable Federal laws and regulations. Any dispute arising under this Agreement shall be litigated in the Courts of Suffolk County, New York.
10. This Agreement, is the complete and exclusive statement of the Agreement between the parties, and supersedes all prior or contemporaneous, oral or written agreements, proposals, understandings, representations, conditions or covenants between the parties relating to the subject matter of the Agreement.
11. This Agreement may not be changed orally, but only by an Agreement, in writing, signed by authorized representatives of both parties.
12. This Agreement, and any amendments to this Agreement, will not be in effect until agreed to in writing and signed by authorized representatives of both parties.

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

CONSULTANT



By:

Christana Neophytou

DISTRICT

By: Anthony Tussie  
President, Board of Education

**Supplemental Agreement between the**

**West Islip Union Free School District**

**and**

**Theralympic Speech**

Supplemental Agreement dated this **1st day of July, 2024** between the West Islip Union Free School District (the "District"), located at 100 Sherman Avenue, West Islip, New York and Theralympic Speech (the "Contractor") located at 624 Hawkins Avenue, Ronkonkoma, NY 11779.

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

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

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

1. Defined Terms: Unless otherwise indicated below or elsewhere in this Supplemental Agreement, all capitalized terms shall have the meanings provided in Education Law §2-d and Section 121.1 of the Regulations of the Commissioner of Education (hereinafter "Regulations").

a. "Educational Agency" shall generally have the same meaning as the term Educational Agency at Education Law §2-d(1)(c) and Section 121.1(f), and in reference to the party to this Agreement shall mean the West Islip Union Free School District

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

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

c. "Student Data" means Personally Identifiable Information of a "Student."

- d. "Eligible Student" means a Student who is eighteen years or older.
- e. "Parent" means a parent, legal guardian, or personal in parental relation to a Student.
- f. "Building Principal" or "Principal" means a building principal subject to annual performance evaluation review under Education Law §3012-c.
- g. "Classroom Teacher" or "Teacher" means a teacher subject to annual performance evaluation review under Education Law §3012-c.
- h. "Teacher or Principal Data" means Personally Identifiable Information from the records of an Educational Agency relating to the annual professional performance reviews of classroom teachers or principals that is confidential and not subject to release under the provisions of Education Law §3012-c.
- i. "Personally Identifiable Information" shall have the following meanings:
  - i. As applied to Student Data, shall mean Personally Identifiable Information as defined in 34 CFR 99.3 implementing the Family Educational Rights and Privacy Act (FERPA)
  - ii. As applied to Teacher or Principal Data, shall mean Personally Identifiable Information as that term is defined in Education Law §3012-c.

2. The District has developed the Parents Bill of Rights for Data Privacy and Security, the terms of which are applicable to the Agreement between the District and Contractor and are incorporated into this Supplemental Agreement. The Parents Bill of Rights for Data Privacy and Security states:

- a. A student's personally identifiable information cannot be sold or released for any commercial purposes.
- b. Parents have the right to inspect and review the complete contents of their child's education record maintained by the West Islip Union Free School District.
- c. State and federal laws protect the confidentiality of personally identifiable information. Safeguards associated with industry standards and best practices, including but not limited to, encryption, firewalls, and password protection, must be in place when data is stored or transferred.
- d. A complete list of all student data elements collected by the State is available for public review at

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

or a copy may be obtained by writing to:



Office of Information & Reporting Services  
New York State Education Department, Room 863 EBA  
89 Washington Avenue  
Albany, NY 12234

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

Lisa DiSibio, *District Data Coordinator*

West Islip UFSD

100 Sherman Avenue

West Islip, New York, 11795

631-930-1583

[l.disibio@wi.k12.ny.us](mailto:l.disibio@wi.k12.ny.us)

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

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

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

a. Student Data and/or Teacher or Principal Data which the Contractor comes into possession as part of its Agreement with the District shall be used for the following exclusive purpose(s): to provide tutorial services in accordance with the underlying agreement.

b. The Contractor will ensure that any and all subcontractors, persons or entities that the Contractor may share the Student Data and/or Principal or Teacher Data with will abide by the terms of the Agreement, this Supplemental Agreement, and the data protection and security requirements set forth in Education Law §2-d and Part 121 of the Regulations.

c. The duration of this agreement coincides with the duration of the parties' underlying Agreement, which is currently set to expire on June 30, 2024. When the Agreement between the District and the Contractor expires or terminates, the Contractor shall *return to the District all remaining Student Data and/or Principal or Teacher Data or, if agreed to by the District, destroy the remaining Student Data and/or Principal or Teacher Data that the Contractor still maintains in any form.*

d. *Any challenges concerning the accuracy of Student Data and/or Principal Data shall be handled directly between the District and the Parent, Student, Eligible Student, Teacher or Principal. The Contractor agrees to abide by the outcome of such challenges and make any corrections and/or changes to the applicable Student Data and/or Principal or Teacher Data as determined by the District." or "The Contractor and District agree to notify the other party of any challenge to the accuracy of Student Data and/or Principal Data. The District and Contractor agree that the party who is responsible for the development of the Student Data and/or Principal Data shall make the final determination with regard to any corrections and/or changes to the applicable Student Data and/or Principal or Teacher Data.*

e. The District and the Contractor hereby agree that the Student Data and/or Principal or Teacher Data shall be stored in the following manner: *[Insert (i) a description of where Student Data and/or Principal or Teacher Data will be stored, described in a manner to protect data security, (ii) a description of the security protections taken to ensure Student Data and/or Principal or Teacher Data will be protected and data security and privacy risks are mitigated; and (iii) a description of how the Student Data and/or Principal or Teacher Data will be protected using encryption while in motion and at rest.]*

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

4. As required by Education Law §2-d(5)(e), the Contractor hereby agrees that any officers or employees of the Contractor, including any subcontractors or assignees, who have access to Student Data or Teacher or Principal Data will have or will receive training on the Federal and

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

5. As required by Education Law §2-d(5)(f), the Contractor hereby agrees that it shall:

a. Limit internal access to education records to those individuals that are determined to have legitimate educational interests;

b. Not use the educational records for any other purposes than those explicitly authorized in the Agreement or this Supplemental Agreement;

c. Except for authorized representatives of the Contractor to the extent they are carrying out the Agreement or this Supplemental Agreement, not disclose any Personally Identifiable Information to any other party:

i. Without the prior written consent of the Parent or Eligible Student; or

ii. Unless required by statute or court order and the party provides a notice of the disclosure to the State Education Department, District Board of Education, or institution that provided the information no later than the time the information is disclosed, unless providing notice of the disclosure is expressly prohibited by the statute or court order.

d. maintain reasonable administrative, technical and physical safeguards to protect the security, confidentiality and integrity of personally identifiable student information in its custody;

6. Breach and unauthorized release of Personally Identifiable Information:

a. In accordance with Education Law §2-d(6) and Section 121.11 of the Regulations, the Contractor shall be required to notify the District of any breach of security resulting in an unauthorized release of Student Data and/or Principal or Teacher Data by the Contractor or its subcontractors or assignees in violation of applicable state or federal law, the Parents Bill of Rights for Student Data Privacy and Security, the data privacy and security policies of the District and/or binding contractual obligations relating to data privacy and security, in the most expedient way possible and without unreasonable delay. The District shall, upon notification by the Contractor, be required to report to the Chief Privacy Officer, who is appointed by the State Education Department, any such breach of security and unauthorized release of such data.

b. In the case of an unauthorized release of Student Data, the District shall notify the Parent or Eligible Student of the unauthorized release of Student Data that includes Personally Identifiable Information from the student records of such Student in the most expedient way possible and without unreasonable delay. In the case of an unauthorized release of Teacher or Principal Data, the District shall notify each affected Teacher or Principal of the unauthorized release of data that includes Personally Identifiable Information from the Teacher or Principal's annual professional performance review in the most expedient way possible and without unreasonable delay.

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

7. Miscellaneous:

a. The District and Contractor agree that if applicable laws change and/or if the Commissioner of Education implements Regulations which affects the obligations of the parties herein, this Agreement shall be deemed to incorporate such changes as necessary in order for the District and the Contractor to operate in compliance with the amendment or modified requirements under the applicable laws or regulations.

b. Any ambiguity in this Agreement shall be resolved in favor of a meaning that permits the District to comply with the applicable laws or regulations.

c. Nothing express or implied in this Agreement is intended to confer upon any person other than the District, Contractor and their respective successors and assigns any rights, remedies, obligations or liabilities.

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

**Theralympic Speech**

**West Islip Union Free School District**

By: \_\_\_\_\_

By: \_\_\_\_\_

Print Name: Christiana Neophytou

Print Name: \_\_\_\_\_

Title: owner/director

Title: \_\_\_\_\_

Date: 11/25/24

Date: \_\_\_\_\_

## PROVIDER'S DATA PRIVACY AND SECURITY PLAN

Provider must complete the following or provide a plan that materially addresses its requirements, including alignment with the NIST Cybersecurity Framework, which is the standard for educational agency data privacy and security policies in New York state. **While this plan is not required to be posted to the School District's website, Provider should nevertheless ensure that they do not include information that could compromise the security of their data and data systems.**

|   |   |  |
|---|---|--|
| 1 | Outline how you will implement applicable data security and privacy contract requirements over the life of the Contract.  | All files will be securely locked in a file cabinet and kept for a period of 7 years. Access will only be granted to those appropriate. All employees will also sign HIPPA compliance on the day of hire.  |
| 2 | Specify the administrative, operational, and technical safeguards and practices that you have in place to protect PII.  | Administrative safeguards include access controls, security policies, employee training, and incident response plan. Operational safeguards include firewalls and intrusion detection, data masking, multi-factor authentication and regular software updates. |
| 3 | Address the training received by your employees and any subcontractors engaged in the provision of services under the Contract on the Federal and State laws that govern the confidentiality of PII.  | All hired employees and contractors are provided with HIPPA training as well as provided with an employee handbook to ensure safeguards and confidentiality standards are known by all.  |
| 4 | Outline contracting processes that ensure that your employees and any subcontractors are bound by written agreement to the requirements of the Contract, at a minimum.  | All employees and contractors must sign HIPPA acknowledgements as well as an employee handbook. These signed documents are maintained by human resources in secure employee files.   |
| 5 | Specify how you will manage any data security and privacy incidents that implicate PII and describe any specific plans you have in place to identify breaches and/or unauthorized disclosures, and to meet your obligations to report incidents to the School District. | If a security breach is found, the company will notify the district, parents, teacher, and the principal as soon as the intrusion has been identified.   |
| 6 | Describe how data will be transitioned to the School District when no longer needed by you to meet your contractual obligations, if applicable.   | The company will keep all data within their safeguards for a period of 7 years.  |
| 7 | Describe your secure destruction practices and how certification will be provided to the School District.   | After a period of 7 years the company will effectively and confidentially shred all data.  |
| 8 | Outline how your data security and privacy program/practices align with the School District's applicable policies.  | Theralympic Speech understands and complies with the school district's data security & privacy policies, and relevant regulations including FERPA and COPPA  |

|   |   |                            |
|---|---|----------------------------|
| 9 | Outline how your data security and privacy program/practices materially align with the NIST CSF v1.1 using the Framework chart below. | PLEASE USE TEMPLATE BELOW. |
|---|---|----------------------------|

NIST CSF TABLE

Providers should complete the Contractor Response sections in the table below to describe how their policies and practices align with each category in the Data Privacy and Security Plan template. To complete these 23 sections, Provider may: (i) Demonstrate alignment using the National Cybersecurity Review (“NCSR”) Maturity Scale of 1-7; (ii) Use a narrative to explain alignment (may reference its applicable policies); and/or (iii) Explain why a certain category may not apply to the transaction contemplated. Further informational references for each category can be found on the NIST website at <https://www.nist.gov/cyberframework/new-framework>. Please use additional pages if needed.

| Function             | Category   | Contractor Response  |
|----------------------|--|--|
| <b>IDENTIFY (ID)</b> | <b>Asset Management (ID.AM):</b> The data, personnel, devices, systems, and facilities that enable the organization to achieve business purposes are identified and managed consistent with their relative importance to organizational objectives and the organization’s risk strategy. | Physical devices and systems as well as software products within the company are inventoried.  |
|                      | <b>Business Environment (ID.BE):</b> The organization’s mission, objectives, stakeholders, and activities are understood and prioritized; this information is used to inform cybersecurity roles, responsibilities, and risk management decisions.                                       | Aligning cybersecurity roles, responsibilities, and risk management decisions with the organization’s mission, objectives, stakeholders, and activities is crucial. By understanding these aspects, you can prioritize security measures that support the organization’s goals, address stakeholder needs, protect key assets, and mitigate risks effectively. This alignment ensures that cybersecurity efforts are not only relevant but also contribute to the overall success of the organization. |
|                      | <b>Governance (ID.GV):</b> The policies, procedures, and processes to manage and monitor the organization’s regulatory, legal, risk, environmental, and operational requirements are understood and inform the management of cybersecurity risk.   | A comprehensive approach to managing cybersecurity risk involves integrating these policies, procedures, and processes into the organization’s overall governance framework to ensure alignment with business objectives and regulatory requirements.  |

| Function             | Category  | Contractor Response  |
|----------------------|---|--|
| <b>IDENTIFY (ID)</b> | <p><b>Risk Assessment (ID.RA):</b> The organization understands the cybersecurity risk to organizational operations (including mission, functions, image, or reputation), organizational assets, and individuals.</p>   | <p>Yes, the organization understands the cybersecurity risk to organizational operations, organizational assets, and individuals</p>   |
|                      | <p><b>Risk Management Strategy (ID.RM):</b> The organization's priorities, constraints, risk tolerances, and assumptions are established and used to support operational risk decisions.</p>  | <p>Yes, the organization's priorities, constraints, risk tolerances, and assumptions are established and used to support operational risk decisions.</p>                               |
|                      | <p><b>Supply Chain Risk Management (ID.SC):</b><br/>The organization's priorities, constraints, risk tolerances, and assumptions are established and used to support risk decisions associated with managing supply chain risk. The organization has established and implemented the processes to identify, assess and manage supply chain risks.</p> | <p>Yes, the organization has established and implemented the processes to identify, assess, and manage supply chain risks.</p>   |
| <b>PROTECT (PR)</b>  | <p><b>Identity Management, Authentication and Access Control (PR.AC):</b> Access to physical and logical assets and associated facilities is limited to authorized users, processes, and devices, and is managed consistent with the assessed risk of unauthorized access to authorized activities and transactions.</p>                              | <p>Yes, all access to physical and logical assets are limited to authorized users, processes and devices. These are managed consistently to limit the risk of unauthorized access.</p> |
|                      | <p><b>Awareness and Training (PR.AT):</b> The organization's personnel and partners are provided cybersecurity awareness education and are trained to perform their cybersecurity-related duties and responsibilities consistent with related policies, procedures, and agreements.</p>   | <p>The organizations personnel is trained and retrained to ensure that all are aware of the companies policies and procedures regarding cybersecurity.</p>                             |

| Function           | Category  | Contractor Response   |
|--------------------|---|---|
|                    | <p><b>Data Security (PR.DS):</b> Information and records (data) are managed consistent with the organization's risk strategy to protect the confidentiality, integrity, and availability of information.</p>  | <p>Information and data are kept confidential in a locked cabinet or secure computer system.</p>  |
|                    | <p><b>Information Protection Processes and Procedures (PR.IP):</b> Security policies (that address purpose, scope, roles, responsibilities, management commitment, and coordination among organizational entities), processes, and procedures are maintained and used to manage protection of information systems and assets.</p> | <p>Yes, security policies, processes, and procedures are maintained and used to manage protection of information systems and assets.</p>  |
|                    | <p><b>Maintenance (PR.MA):</b><br/>Maintenance and repairs of industrial control and information system components are performed consistent with policies and procedures.</p>   | <p>By ensuring that maintenance and repairs of industrial control and information system components are performed consistent with policies and procedures, this organization can minimize the risk of cybersecurity incidents and protect critical assets from harm</p> |
|                    | <p><b>Protective Technology (PR.PT):</b><br/>Technical security solutions are managed to ensure the security and resilience of systems and assets, consistent with related policies, procedures, and agreements.</p>  | <p>Yes, technical security solutions are managed to ensure the security and resilience of systems and assets, consistent with related policies, procedures, and agreements.</p>   |
| <b>DETECT (DE)</b> | <p><b>Anomalies and Events (DE.AE):</b><br/>Anomalous activity is detected and the potential impact of events is understood.</p>  | <p>Our IT company ensures that anomalous activity is detected and understands the potential impact of events.</p>   |
|                    | <p><b>Security Continuous Monitoring (DE.CM):</b> The information system and assets are monitored to identify cybersecurity events and verify the effectiveness of protective measures.</p>   | <p>Yes, the information system and assets are monitored to identify cybersecurity events and verify the effectiveness of protective measures.</p>   |
|                    | <p><b>Detection Processes (DE.DP):</b><br/>Detection processes and procedures are maintained and tested to ensure awareness of anomalous events.</p>  | <p>Yes, detection processes and procedures are maintained and tested to ensure awareness of anomalous events.</p>   |



| Function        | Category   | Contractor Response  |
|-----------------|--|--|
| RESPOND<br>(RS) | <b>Response Planning (RS.RP):</b><br>Response processes and procedures are executed and maintained, to ensure response to detected cybersecurity incidents.  | Yes, processes and procedures are executed and maintained to ensure a timely response to any cypersecurity incidents if they arise.                |
|                 | <b>Communications (RS.CO):</b><br>Response activities are coordinated with internal and external stakeholders (e.g., external support from law enforcement agencies).  | Response activities are coordinated by the compnay with all parties involved.  |
|                 | <b>Analysis (RS.AN):</b> Analysis is conducted to ensure effective response and support recovery activities.   | Response and support recovery activities are routinely analyzed to ensure they are effective   |
|                 | <b>Mitigation (RS.MI):</b> Activities are performed to prevent expansion of an event, mitigate its effects, and resolve the incident.  | Yes, the company will preform activites to prevent the expansion of any event shall it occur to mitigate its effects.                              |
|                 | <b>Improvements (RS.IM):</b><br>Organizational response activities are improved by incorporating lessons learned from current and previous detection/response activities.  | In the event of a cybersecurity breach the organizations activities will be incorporating any lessons learned from the event.                      |
|                 | <b>Recovery Planning (RC.RP):</b><br>Recovery processes and procedures are executed and maintained to ensure restoration of systems or assets affected by cybersecurity incidents.   | When needed, recovery processes and procedures are executed to ensure the restoration of our systems or assets affectd by a cybersecurity incident |
| RECOVER<br>(RC) | <b>Improvements (RC.IM):</b> Recovery planning and processes are improved by incorporating lessons learned into future activities.   | Yes, it is understood processes are improved by incorporating any lesson learned into future activities conducted by the company                   |
|                 | <b>Communications (RC.CO):</b><br>Restoration activities are coordinated with internal and external parties (e.g., coordinating centers, Internet Service Providers, owners of attacking systems, victims, other CSIRTs, and vendors). | Restoration activities are coordinated with all parties.   |

**BY AND BETWEEN** the West Islip School District, with offices at 100 Sherman Avenue, New York, 11795, hereinafter referred to as "the District" and ACLD, 807 South Oyster Bay Road, Bethpage, NY 11714 hereinafter referred to as the "Provider";

**WHEREAS**, The District is the Local Education Agency (LEA) for the purposes of receiving federal IDEA flow-through funds from the New York State Education Department 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 suballocating 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 educational 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 between **July 1, 2024 - June 30, 2025**. 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. The Provider shall complete 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 District based on the total number of students as indicated on the SEDCAR-1 and subject to verification.
3. The SEDCAR-1 Form must be completed and received by the District no later than November 24, 2023. The FS 25 and an invoice with the total amount due must be received by the District no later than June 1, 2025. The FS 10F 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.

All forms and notices that shall be given to the District shall be sent to the Board at the following address:

100 Sherman Avenue, West Islip , NY 11795

4. 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 Provider pursuant to this Agreement shall be utilized only for the purpose as provided in IDEA.

5. The Provider shall maintain their 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.
6. 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.
7. 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.
8. The Provider shall furnish any additional data and reports, including, but not limited to SED 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.
9. 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.
10. 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.
11. The District reserves 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.
12. This Agreement may only be modified or amended by mutual agreement of the parties, in writing.
13. 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.
14. The Provider agrees to indemnify and save harmless the District, its officers, employees and agents, against any and all claims, liabilities, loss, damages, suit, proceeding, costs or expenses whatsoever, including those for personal injuries

and property damage, as they may relate, in any manner, to the services provided by the Agency to the District pursuant to this Agreement. Said indemnification, defense and hold harmless shall apply to any claim, liability, loss, damages, suit, proceeding, costs or expenses in which the District, its officers, employees and agents may be named as a party (except for negligent acts and omissions of the District), notwithstanding that the Agency may deem said claim, liability, loss, damages, suit, proceeding, costs or expenses frivolous or without merit. It is intended that this provision be interpreted in the broadest manner possible so as to insulate the District from any liability or judgment, monetary or otherwise, as the same may relate to the personnel and services provided by the Agency the District pursuant to this Agreement (but not for the negligent acts or omissions of the District, its officers, employees and agents).

15. The Provider agrees that it will not discriminate with respect to the provision of special education services on the grounds of race, religion creed, color, national origin, sex, age, disability or other non-merit factors, nor discriminate against any individual on such ground.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement.

**THE DISTRICT**

**BY:** \_\_\_\_\_

**THE PROVIDER**

**BY:** \_\_\_\_\_

**SEDCAR AGREEMENT 2024-2025**

**BY AND BETWEEN** the West Islip School District, with offices at 100 Sherman Avenue, New York, 11795, hereinafter referred to as "the District" and NYSARC - AHRC Suffolk, 2900 Veterans Memorial Highway, Bohemia, NY 11716 hereinafter referred to as the "Provider";

**WHEREAS**, The District is the Local Education Agency (LEA) for the purposes of receiving federal IDEA flow-through funds from the New York State Education Department 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 suballocating 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 educational 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 between **July 1, 2024 - June 30, 2025**. 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. The Provider shall complete 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 District based on the total number of students as indicated on the SEDCAR-1 and subject to verification.
3. The SEDCAR-1 Form must be completed and received by the District no later than November 24, 2023. The FS 25 and an invoice with the total amount due must be received by the District no later than June 1, 2025. The FS 10F 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

All forms and notices that shall be given to the District shall be sent to the Board at the following address:

100 Sherman Avenue, West Islip , NY 11795

4. 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 Provider pursuant to this Agreement shall be utilized only for the purpose as provided in IDEA.

5. The Provider shall maintain their 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.
6. 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.
7. 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.
8. The Provider shall furnish any additional data and reports, including, but not limited to SED 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.
9. 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.
10. 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.
11. The District reserves 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.
12. This Agreement may only be modified or amended by mutual agreement of the parties, in writing.
13. 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.
14. The Provider agrees to indemnify and save harmless the District, its officers, employees and agents, against any and all claims, liabilities, loss, damages, suit,

proceeding, costs or expenses whatsoever, including those for personal injuries and property damage, as they may relate, in any manner, to the services provided by the Agency to the District pursuant to this Agreement. Said indemnification, defense and hold harmless shall apply to any claim, liability, loss, damages, suit, proceeding, costs or expenses in which the District, its officers, employees and agents may be named as a party (except for negligent acts and omissions of the District), notwithstanding that the Agency may deem said claim, liability, loss, damages, suit, proceeding, costs or expenses frivolous or without merit. It is intended that this provision be interpreted in the broadest manner possible so as to insulate the District from any liability or judgment, monetary or otherwise, as the same may relate to the personnel and services provided by the Agency the District pursuant to this Agreement (but not for the negligent acts or omissions of the District, its officers, employees and agents).

15. The Provider agrees that it will not discriminate with respect to the provision of special education services on the grounds of race, religion creed, color, national origin, sex, age, disability or other non-merit factors, nor discriminate against any individual on such ground.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement.

**THE DISTRICT**

**BY:** \_\_\_\_\_

**THE PROVIDER**

**BY:** \_\_\_\_\_

**SEDCAR      AGREEMENT      2024-2025**

**BY AND BETWEEN** the West Islip School District, with offices at 100 Sherman Avenue, New York, 11795, hereinafter referred to as "the District" and Mid Island Therapy Associates, d/b/a All About Kids, 255 Executive Drive, Suite 101, Plainview, NY 11803 hereinafter referred to as the "Provider";

**WHEREAS**, The District is the Local Education Agency (LEA) for the purposes of receiving federal IDEA flow-through funds from the New York State Education Department 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 suballocating 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 educational 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 between **July 1, 2024 - June 30, 2025**. 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. The Provider shall complete 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 District based on the total number of students as indicated on the SEDCAR-1 and subject to verification.
3. The SEDCAR-1 Form must be completed and received by the District no later than November 24, 2023. The FS 25 and an invoice with the total amount due must be received by the District no later than June 1, 2025. The FS 10F 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.

All forms and notices that shall be given to the District shall be sent to the Board at the following address:

100 Sherman Avenue, West Islip , NY 11795

4. 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 Provider pursuant to this Agreement shall be utilized only for the purpose as provided in IDEA.



5. The Provider shall maintain their 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.
6. 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.
7. 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.
8. The Provider shall furnish any additional data and reports, including, but not limited to SED 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.
9. 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.
10. 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.
11. The District reserves 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.
12. This Agreement may only be modified or amended by mutual agreement of the parties, in writing.
13. 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.
14. The Provider agrees to indemnify and save harmless the District, its officers, employees and agents, against any and all claims, liabilities, loss, damages, suit,

proceeding, costs or expenses whatsoever, including those for personal injuries and property damage, as they may relate, in any manner, to the services provided by the Agency to the District pursuant to this Agreement. Said indemnification, defense and hold harmless shall apply to any claim, liability, loss, damages, suit, proceeding, costs or expenses in which the District, its officers, employees and agents may be named as a party (except for negligent acts and omissions of the District), notwithstanding that the Agency may deem said claim, liability, loss, damages, suit, proceeding, costs or expenses frivolous or without merit. It is intended that this provision be interpreted in the broadest manner possible so as to insulate the District from any liability or judgment, monetary or otherwise, as the same may relate to the personnel and services provided by the Agency the District pursuant to this Agreement (but not for the negligent acts or omissions of the District, its officers, employees and agents).

15. The Provider agrees that it will not discriminate with respect to the provision of special education services on the grounds of race, religion creed, color, national origin, sex, age, disability or other non-merit factors, nor discriminate against any individual on such ground.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement.

**THE DISTRICT**

**BY:** \_\_\_\_\_

**THE PROVIDER**

**BY:** \_\_\_\_\_

## **SEDCAR AGREEMENT 2024 – 2025**

**BY AND BETWEEN** the West Islip School District, with offices at 100 Sherman Avenue, New York, 11795, hereinafter referred to as "the District" and Alternatives for Children, 14 Research Way, East Setauket, NY 11733 hereinafter referred to as the "Provider";

**WHEREAS**, The District is the Local Education Agency (LEA) for the purposes of receiving federal IDEA flow-through funds from the New York State Education Department 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 suballocating 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 educational 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 between **July 1, 2024 - June 30, 2025**. 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. The Provider shall complete 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 District based on the total number of students as indicated on the SEDCAR-1 and subject to verification.
3. The SEDCAR-1 Form must be completed and received by the District no later than November 24, 2023. The FS 25 and an invoice with the total amount due must be received by the District no later than June 1, 2025. The FS 10F 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

All forms and notices that shall be given to the District shall be sent to the Board at the following address:

100 Sherman Avenue, West Islip , NY 11795

4. 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 Provider pursuant to this Agreement shall be utilized only for the purpose as provided in IDEA.

5. The Provider shall maintain their 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.
6. 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.
7. 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.
8. The Provider shall furnish any additional data and reports, including, but not limited to SED 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.
9. 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.
10. 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.
11. The District reserves 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.
12. This Agreement may only be modified or amended by mutual agreement of the parties, in writing.

13. 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.
  
14. The Provider agrees to indemnify and save harmless the District, its officers, employees and agents, against any and all claims, liabilities, loss, damages, suit, proceeding, costs or expenses whatsoever, including those for personal injuries and property damage, as they may relate, in any manner, to the services provided by the Agency to the District pursuant to this Agreement. Said indemnification, defense and hold harmless shall apply to any claim, liability, loss, damages, suit, proceeding, costs or expenses in which the District, its officers, employees and agents may be named as a party (except for negligent acts and omissions of the District), notwithstanding that the Agency may deem said claim, liability, loss, damages, suit, proceeding, costs or expenses frivolous or without merit. It is intended that this provision be interpreted in the broadest manner possible so as to insulate the District from any liability or judgment, monetary or otherwise, as the same may relate to the personnel and services provided by the Agency the District pursuant to this Agreement (but not for the negligent acts or omissions of the District, its officers, employees and agents).
  
15. The Provider agrees that it will not discriminate with respect to the provision of special education services on the grounds of race, religion creed, color, national origin, sex, age, disability or other non-merit factors, nor discriminate against any individual on such ground.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement.

**THE DISTRICT**

**BY:** \_\_\_\_\_

**THE PROVIDER**

**BY:** \_\_\_\_\_

**SEDCAR AGREEMENT 2024-2025**

**BY AND BETWEEN** the West Islip School District, with offices at 100 Sherman Avenue, New York, 11795, hereinafter referred to as "the District" and Brookville Center for Children's Services, 189 Wheatley Road, Brookville, NY 11545 hereinafter referred to as the "Provider";

**WHEREAS**, The District is the Local Education Agency (LEA) for the purposes of receiving federal IDEA flow-through funds from the New York State Education Department 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 suballocating 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 educational 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 between **July 1, 2024 - June 30, 2025**. 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. The Provider shall complete 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 District based on the total number of students as indicated on the SEDCAR-1 and subject to verification.
3. The SEDCAR-1 Form must be completed and received by the District no later than November 24, 2023. The FS 25 and an invoice with the total amount due must be received by the District no later than June 1, 2025. The FS 10F 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

All forms and notices that shall be given to the District shall be sent to the Board at the following address:

100 Sherman Avenue, West Islip , NY 11795

4. 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 Provider pursuant to this Agreement shall be utilized only for the purpose as provided in IDEA.

5. The Provider shall maintain their 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.
6. 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.
7. 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.
8. The Provider shall furnish any additional data and reports, including, but not limited to SED 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.
9. 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.
10. 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.
11. The District reserves 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.
12. This Agreement may only be modified or amended by mutual agreement of the parties, in writing.
13. 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.
14. The Provider agrees to indemnify and save harmless the District, its officers, employees and agents, against any and all claims, liabilities, loss, damages, suit,

proceeding, costs or expenses whatsoever, including those for personal injuries and property damage, as they may relate, in any manner, to the services provided by the Agency to the District pursuant to this Agreement. Said indemnification, defense and hold harmless shall apply to any claim, liability, loss, damages, suit, proceeding, costs or expenses in which the District, its officers, employees and agents may be named as a party (except for negligent acts and omissions of the District), notwithstanding that the Agency may deem said claim, liability, loss, damages, suit, proceeding, costs or expenses frivolous or without merit. It is intended that this provision be interpreted in the broadest manner possible so as to insulate the District from any liability or judgment, monetary or otherwise, as the same may relate to the personnel and services provided by the Agency the District pursuant to this Agreement (but not for the negligent acts or omissions of the District, its officers, employees and agents).

15. The Provider agrees that it will not discriminate with respect to the provision of special education services on the grounds of race, religion creed, color, national origin, sex, age, disability or other non-merit factors, nor discriminate against any individual on such ground.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement.

**THE DISTRICT**

**BY:** \_\_\_\_\_

**THE PROVIDER**

**BY:** \_\_\_\_\_



**SEDCAR AGREEMENT 2024-2025**

**BY AND BETWEEN** the West Islip School District, with offices at 100 Sherman Avenue, New York, 11795, hereinafter referred to as "the District" and Building Blocks Developmental Pre-School, 29 Pinewood Drive, Commack, NY 11725 hereinafter referred to as the "Provider";

**WHEREAS**, The District is the Local Education Agency (LEA) for the purposes of receiving federal IDEA flow-through funds from the New York State Education Department 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 suballocating 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 educational 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 between **July 1, 2024 - June 30, 2025**. 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. The Provider shall complete 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 District based on the total number of students as indicated on the SEDCAR-1 and subject to verification.
3. The SEDCAR-1 Form must be completed and received by the District no later than November 24, 2023. The FS 25 and an invoice with the total amount due must be received by the District no later than June 1, 2025. The FS 10F 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.

All forms and notices that shall be given to the District shall be sent to the Board at the following address:

100 Sherman Avenue, West Islip, NY 11795

4. 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 Provider pursuant to this Agreement shall be utilized only for the purpose as provided in IDEA.

5. The Provider shall maintain their 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.
6. 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.
7. 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.
8. The Provider shall furnish any additional data and reports, including, but not limited to SED 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.
9. 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.
10. 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.
11. The District reserves 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.
12. This Agreement may only be modified or amended by mutual agreement of the parties, in writing.

13. 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.
  
14. The Provider agrees to indemnify and save harmless the District, its officers, employees and agents, against any and all claims, liabilities, loss, damages, suit, proceeding, costs or expenses whatsoever, including those for personal injuries and property damage, as they may relate, in any manner, to the services provided by the Agency to the District pursuant to this Agreement. Said indemnification, defense and hold harmless shall apply to any claim, liability, loss, damages, suit, proceeding, costs or expenses in which the District, its officers, employees and agents may be named as a party (except for negligent acts and omissions of the District), notwithstanding that the Agency may deem said claim, liability, loss, damages, suit, proceeding, costs or expenses frivolous or without merit. It is intended that this provision be interpreted in the broadest manner possible so as to insulate the District from any liability or judgment, monetary or otherwise, as the same may relate to the personnel and services provided by the Agency the District pursuant to this Agreement (but not for the negligent acts or omissions of the District, its officers, employees and agents).
  
15. The Provider agrees that it will not discriminate with respect to the provision of special education services on the grounds of race, religion creed, color, national origin, sex, age, disability or other non-merit factors, nor discriminate against any individual on such ground.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement.

**THE DISTRICT**

**BY:** \_\_\_\_\_

**THE PROVIDER**

**BY:** \_\_\_\_\_

## **SEDCAR AGREEMENT 2024 – 2025**

**BY AND BETWEEN** the West Islip School District, with offices at 100 Sherman Avenue, New York, 11795, hereinafter referred to as "the District" and Center for Developmental Disabilities c/o IGHL, 221 N. Sunrise Service Road, Manorville, NY 11949 hereinafter referred to as the "Provider";

**WHEREAS**, The District is the Local Education Agency (LEA) for the purposes of receiving federal IDEA flow-through funds from the New York State Education Department 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 suballocating 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 educational 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 between **July 1, 2024 - June 30, 2025**. 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. The Provider shall complete 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 District based on the total number of students as indicated on the SEDCAR-1 and subject to verification.
3. The SEDCAR-1 Form must be completed and received by the District no later than November 24, 2023. The FS 25 and an invoice with the total amount due must be received by the District no later than June 1, 2025. The FS 10F 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.

All forms and notices that shall be given to the District shall be sent to the Board at the following address:

100 Sherman Avenue, West Islip, NY 11795

4. 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 Provider pursuant to this Agreement shall be utilized only for the purpose as provided in IDEA.

5. The Provider shall maintain their 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.
6. 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.
7. 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.
8. The Provider shall furnish any additional data and reports, including, but not limited to SED 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.
9. 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.
10. 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.
11. The District reserves 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.
12. This Agreement may only be modified or amended by mutual agreement of the parties, in writing.
13. 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.
14. The Provider agrees to indemnify and save harmless the District, its officers, employees and agents, against any and all claims, liabilities, loss, damages, suit,

proceeding, costs or expenses whatsoever, including those for personal injuries and property damage, as they may relate, in any manner, to the services provided by the Agency to the District pursuant to this Agreement. Said indemnification, defense and hold harmless shall apply to any claim, liability, loss, damages, suit, proceeding, costs or expenses in which the District, its officers, employees and agents may be named as a party (except for negligent acts and omissions of the District), notwithstanding that the Agency may deem said claim, liability, loss, damages, suit, proceeding, costs or expenses frivolous or without merit. It is intended that this provision be interpreted in the broadest manner possible so as to insulate the District from any liability or judgment, monetary or otherwise, as the same may relate to the personnel and services provided by the Agency the District pursuant to this Agreement (but not for the negligent acts or omissions of the District, its officers, employees and agents).

15. The Provider agrees that it will not discriminate with respect to the provision of special education services on the grounds of race, religion creed, color, national origin, sex, age, disability or other non-merit factors, nor discriminate against any individual on such ground.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement.

**THE DISTRICT**

**BY:** \_\_\_\_\_

**THE PROVIDER**

**BY:** \_\_\_\_\_

**SEDCAR AGREEMENT 2024-2025**

**BY AND BETWEEN** the West Islip School District, with offices at 100 Sherman Avenue, New York, 11795, hereinafter referred to as "the District" and Eden II Programs, 15 Beach Street, Staten Island, NY 10304 hereinafter referred to as the "Provider";

**WHEREAS**, The District is the Local Education Agency (LEA) for the purposes of receiving federal IDEA flow-through funds from the New York State Education Department 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 suballocating 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 educational 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 between **July 1, 2024 - June 30, 2025**. 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. The Provider shall complete 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 District based on the total number of students as indicated on the SEDCAR-1 and subject to verification.
3. The SEDCAR-1 Form must be completed and received by the District no later than November 24, 2023. The FS 25 and an invoice with the total amount due must be received by the District no later than June 1, 2025. The FS 10F 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.

All forms and notices that shall be given to the District shall be sent to the Board at the following address:

100 Sherman Avenue, West Islip, NY 11795

4. 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 Provider pursuant to this Agreement shall be utilized only for the purpose as provided in IDEA.

5. The Provider shall maintain their 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.
6. 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.
7. 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.
8. The Provider shall furnish any additional data and reports, including, but not limited to SED 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.
9. 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.
10. 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.
11. The District reserves 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.
12. This Agreement may only be modified or amended by mutual agreement of the parties, in writing.
13. 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.
14. The Provider agrees to indemnify and save harmless the District, its officers, employees and agents, against any and all claims, liabilities, loss, damages, suit, proceeding, costs or expenses whatsoever, including those for personal injuries



and property damage, as they may relate, in any manner, to the services provided by the Agency to the District pursuant to this Agreement. Said indemnification, defense and hold harmless shall apply to any claim, liability, loss, damages, suit, proceeding, costs or expenses in which the District, its officers, employees and agents may be named as a party (except for negligent acts and omissions of the District), notwithstanding that the Agency may deem said claim, liability, loss, damages, suit, proceeding, costs or expenses frivolous or without merit. It is intended that this provision be interpreted in the broadest manner possible so as to insulate the District from any liability or judgment, monetary or otherwise, as the same may relate to the personnel and services provided by the Agency the District pursuant to this Agreement (but not for the negligent acts or omissions of the District, its officers, employees and agents).

15. The Provider agrees that it will not discriminate with respect to the provision of special education services on the grounds of race, religion creed, color, national origin, sex, age, disability or other non-merit factors, nor discriminate against any individual on such ground.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement.

**THE DISTRICT**

**BY:** \_\_\_\_\_

**THE PROVIDER**

**BY:** \_\_\_\_\_

**SEDCAR AGREEMENT 2024-2025**

**BY AND BETWEEN** the West Islip School District, with offices at 100 Sherman Avenue, New York, 11795, hereinafter referred to as "the District" and DDI, 99 Hollywood Drive, Smithtown, NY 11787 hereinafter referred to as the "Provider";

**WHEREAS**, The District is the Local Education Agency (LEA) for the purposes of receiving federal IDEA flow-through funds from the New York State Education Department 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 suballocating 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 educational 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 between **July 1, 2024 - June 30, 2025**. 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. The Provider shall complete 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 District based on the total number of students as indicated on the SEDCAR-1 and subject to verification.
3. The SEDCAR-1 Form must be completed and received by the District no later than November 24, 2023. The FS 25 and an invoice with the total amount due must be received by the District no later than June 1, 2025. The FS 10F 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.

All forms and notices that shall be given to the District shall be sent to the Board at the following address:

100 Sherman Avenue, West Islip , NY 11795

4. 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 Provider pursuant to this Agreement shall be utilized only for the purpose as provided in IDEA.

5. The Provider shall maintain their 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.
6. 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.
7. 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.
8. The Provider shall furnish any additional data and reports, including, but not limited to SED 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.
9. 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.
10. 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.
11. The District reserves 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.
12. This Agreement may only be modified or amended by mutual agreement of the parties, in writing.
13. 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.
14. The Provider agrees to indemnify and save harmless the District, its officers, employees and agents, against any and all claims, liabilities, loss, damages, suit, proceeding, costs or expenses whatsoever, including those for personal injuries

and property damage, as they may relate, in any manner, to the services provided by the Agency to the District pursuant to this Agreement. Said indemnification, defense and hold harmless shall apply to any claim, liability, loss, damages, suit, proceeding, costs or expenses in which the District, its officers, employees and agents may be named as a party (except for negligent acts and omissions of the District), notwithstanding that the Agency may deem said claim, liability, loss, damages, suit, proceeding, costs or expenses frivolous or without merit. It is intended that this provision be interpreted in the broadest manner possible so as to insulate the District from any liability or judgment, monetary or otherwise, as the same may relate to the personnel and services provided by the Agency the District pursuant to this Agreement (but not for the negligent acts or omissions of the District, its officers, employees and agents).

15. The Provider agrees that it will not discriminate with respect to the provision of special education services on the grounds of race, religion creed, color, national origin, sex, age, disability or other non-merit factors, nor discriminate against any individual on such ground.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement.

**THE DISTRICT**

**BY:** \_\_\_\_\_

**THE PROVIDER**

**BY:** \_\_\_\_\_

**SEDCAR AGREEMENT 2024-2025**

**BY AND BETWEEN** the West Islip School District, with offices at 100 Sherman Avenue, New York, 11795, hereinafter referred to as "the District" and Just Kids Early Childhood Learning Center, 35 Longwood Road, Middle Island, NY 10304 hereinafter referred to as the "Provider";

**WHEREAS**, The District is the Local Education Agency (LEA) for the purposes of receiving federal IDEA flow-through funds from the New York State Education Department 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 suballocating 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 educational 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 between **July 1, 2024 - June 30, 2025**. 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. The Provider shall complete 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 District based on the total number of students as indicated on the SEDCAR-1 and subject to verification.
3. The SEDCAR-1 Form must be completed and received by the District no later than November 24, 2023. The FS 25 and an invoice with the total amount due must be received by the District no later than June 1, 2025. The FS 10F 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.

All forms and notices that shall be given to the District shall be sent to the Board at the following address:

100 Sherman Avenue, West Islip, NY 11795

4. 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 Provider pursuant to this Agreement shall be utilized only for the purpose as provided in IDEA.

5. The Provider shall maintain their 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.
6. 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.
7. 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.
8. The Provider shall furnish any additional data and reports, including, but not limited to SED 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.
9. 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.
10. 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.
11. The District reserves 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.
12. This Agreement may only be modified or amended by mutual agreement of the parties, in writing.
13. 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.
14. The Provider agrees to indemnify and save harmless the District, its officers, employees and agents, against any and all claims, liabilities, loss, damages, suit,

proceeding, costs or expenses whatsoever, including those for personal injuries and property damage, as they may relate, in any manner, to the services provided by the Agency to the District pursuant to this Agreement. Said indemnification, defense and hold harmless shall apply to any claim, liability, loss, damages, suit, proceeding, costs or expenses in which the District, its officers, employees and agents may be named as a party (except for negligent acts and omissions of the District), notwithstanding that the Agency may deem said claim, liability, loss, damages, suit, proceeding, costs or expenses frivolous or without merit. It is intended that this provision be interpreted in the broadest manner possible so as to insulate the District from any liability or judgment, monetary or otherwise, as the same may relate to the personnel and services provided by the Agency the District pursuant to this Agreement (but not for the negligent acts or omissions of the District, its officers, employees and agents).

15. The Provider agrees that it will not discriminate with respect to the provision of special education services on the grounds of race, religion creed, color, national origin, sex, age, disability or other non-merit factors, nor discriminate against any individual on such ground.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement.

**THE DISTRICT**

**BY:** \_\_\_\_\_

**THE PROVIDER**

**BY:** \_\_\_\_\_

## **SEDCAR AGREEMENT 2024 – 2025**

**BY AND BETWEEN** the West Islip School District, with offices at 100 Sherman Avenue, New York, 11795, hereinafter referred to as "the District" and Kids First Evaluation and Advocacy Center, 1014 Grand Blvd., Suite 5, Deer Park, NY 11729 hereinafter referred to as the "Provider";

**WHEREAS**, The District is the Local Education Agency (LEA) for the purposes of receiving federal IDEA flow-through funds from the New York State Education Department 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 suballocating 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 educational 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 between **July 1, 2024 - June 30, 2025**. 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. The Provider shall complete 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 District based on the total number of students as indicated on the SEDCAR-1 and subject to verification.
3. The SEDCAR-1 Form must be completed and received by the District no later than November 24, 2023. The FS 25 and an invoice with the total amount due must be received by the District no later than June 1, 2025. The FS 10F 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.

All forms and notices that shall be given to the District shall be sent to the Board at the following address:

100 Sherman Avenue, West Islip, NY 11795

4. 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 Provider pursuant to this Agreement shall be utilized only for the purpose as provided in IDEA.



5. The Provider shall maintain their 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.
6. 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.
7. 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.
8. The Provider shall furnish any additional data and reports, including, but not limited to SED 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.
9. 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.
10. 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.
11. The District reserves 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.
12. This Agreement may only be modified or amended by mutual agreement of the parties, in writing.
13. 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.
14. The Provider agrees to indemnify and save harmless the District, its officers, employees and agents, against any and all claims, liabilities, loss, damages, suit,

proceeding, costs or expenses whatsoever, including those for personal injuries and property damage, as they may relate, in any manner, to the services provided by the Agency to the District pursuant to this Agreement. Said indemnification, defense and hold harmless shall apply to any claim, liability, loss, damages, suit, proceeding, costs or expenses in which the District, its officers, employees and agents may be named as a party (except for negligent acts and omissions of the District), notwithstanding that the Agency may deem said claim, liability, loss, damages, suit, proceeding, costs or expenses frivolous or without merit. It is intended that this provision be interpreted in the broadest manner possible so as to insulate the District from any liability or judgment, monetary or otherwise, as the same may relate to the personnel and services provided by the Agency the District pursuant to this Agreement (but not for the negligent acts or omissions of the District, its officers, employees and agents).

15. The Provider agrees that it will not discriminate with respect to the provision of special education services on the grounds of race, religion creed, color, national origin, sex, age, disability or other non-merit factors, nor discriminate against any individual on such ground.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement.

**THE DISTRICT**

**BY:** \_\_\_\_\_

**THE PROVIDER**

**BY:** \_\_\_\_\_

**SEDCAR AGREEMENT 2024-2025**

**BY AND BETWEEN** the West Islip School District, with offices at 100 Sherman Avenue, New York, 11795, hereinafter referred to as "the District" and Kids in Action of L. I. Inc. 252 Islip Avenue, Islip, NY 11751 hereinafter referred to as the "Provider";

**WHEREAS**, The District is the Local Education Agency (LEA) for the purposes of receiving federal IDEA flow-through funds from the New York State Education Department 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 suballocating 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 educational 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 between **July 1, 2024 - June 30, 2025**. 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. The Provider shall complete 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 District based on the total number of students as indicated on the SEDCAR-1 and subject to verification.
3. The SEDCAR-1 Form must be completed and received by the District no later than November 24, 2023. The FS 25 and an invoice with the total amount due must be received by the District no later than June 1, 2025. The FS 10F 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.

All forms and notices that shall be given to the District shall be sent to the Board at the following address:

100 Sherman Avenue, West Islip, NY 11795

4. 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 Provider pursuant to this Agreement shall be utilized only for the purpose as provided in IDEA.

5. The Provider shall maintain their 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.
6. 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.
7. 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.
8. The Provider shall furnish any additional data and reports, including, but not limited to SED 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.
9. 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.
10. 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.
11. The District reserves 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.
12. This Agreement may only be modified or amended by mutual agreement of the parties, in writing.
13. 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.
14. The Provider agrees to indemnify and save harmless the District, its officers, employees and agents, against any and all claims, liabilities, loss, damages, suit, proceeding, costs or expenses whatsoever, including those for personal injuries

and property damage, as they may relate, in any manner, to the services provided by the Agency to the District pursuant to this Agreement. Said indemnification, defense and hold harmless shall apply to any claim, liability, loss, damages, suit, proceeding, costs or expenses in which the District, its officers, employees and agents may be named as a party (except for negligent acts and omissions of the District), notwithstanding that the Agency may deem said claim, liability, loss, damages, suit, proceeding, costs or expenses frivolous or without merit. It is intended that this provision be interpreted in the broadest manner possible so as to insulate the District from any liability or judgment, monetary or otherwise, as the same may relate to the personnel and services provided by the Agency the District pursuant to this Agreement (but not for the negligent acts or omissions of the District, its officers, employees and agents).

15. The Provider agrees that it will not discriminate with respect to the provision of special education services on the grounds of race, religion creed, color, national origin, sex, age, disability or other non-merit factors, nor discriminate against any individual on such ground.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement.

**THE DISTRICT**

**BY:** \_\_\_\_\_

**THE PROVIDER**

**BY:** \_\_\_\_\_

**SEDCAR AGREEMENT 2024-2025**

**BY AND BETWEEN** the West Islip School District, with offices at 100 Sherman Avenue, New York, 11795, hereinafter referred to as "the District" and Kidz Therapy Services, PLLC, 300 Garden City Plaza, Suite 350, Garden City, NY 11530 hereinafter referred to as the "Provider";

**WHEREAS**, The District is the Local Education Agency (LEA) for the purposes of receiving federal IDEA flow-through funds from the New York State Education Department 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 suballocating 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 educational 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 between **July 1, 2024 - June 30, 2025**. 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. The Provider shall complete 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 District based on the total number of students as indicated on the SEDCAR-1 and subject to verification.
3. The SEDCAR-1 Form must be completed and received by the District no later than November 24, 2023. The FS 25 and an invoice with the total amount due must be received by the District no later than June 1, 2025. The FS 10F 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.

All forms and notices that shall be given to the District shall be sent to the Board at the following address:

100 Sherman Avenue, West Islip, NY 11795

4. 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 Provider pursuant to this Agreement shall be utilized only for the purpose as provided in IDEA.

5. The Provider shall maintain their 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.
6. 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.
7. 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.
8. The Provider shall furnish any additional data and reports, including, but not limited to SED 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.
9. 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.
10. 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.
11. The District reserves 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.
12. This Agreement may only be modified or amended by mutual agreement of the parties, in writing.
13. 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.
14. The Provider agrees to indemnify and save harmless the District, its officers, employees and agents, against any and all claims, liabilities, loss, damages, suit,

proceeding, costs or expenses whatsoever, including those for personal injuries and property damage, as they may relate, in any manner, to the services provided by the Agency to the District pursuant to this Agreement. Said indemnification, defense and hold harmless shall apply to any claim, liability, loss, damages, suit, proceeding, costs or expenses in which the District, its officers, employees and agents may be named as a party (except for negligent acts and omissions of the District), notwithstanding that the Agency may deem said claim, liability, loss, damages, suit, proceeding, costs or expenses frivolous or without merit. It is intended that this provision be interpreted in the broadest manner possible so as to insulate the District from any liability or judgment, monetary or otherwise, as the same may relate to the personnel and services provided by the Agency the District pursuant to this Agreement (but not for the negligent acts or omissions of the District, its officers, employees and agents).

15. The Provider agrees that it will not discriminate with respect to the provision of special education services on the grounds of race, religion creed, color, national origin, sex, age, disability or other non-merit factors, nor discriminate against any individual on such ground.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement.

**THE DISTRICT**

**BY:** \_\_\_\_\_

**THE PROVIDER**

**BY:** \_\_\_\_\_



**SEDCAR AGREEMENT 2024-2025**

**BY AND BETWEEN** the West Islip School District, with offices at 100 Sherman Avenue, New York, 11795, hereinafter referred to as "the District" and Leeway School, 335 Johnson Avenue, Sayville, NY 11782 hereinafter referred to as the "Provider";

**WHEREAS**, The District is the Local Education Agency (LEA) for the purposes of receiving federal IDEA flow-through funds from the New York State Education Department 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 suballocating 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 educational 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 between **July 1, 2024 - June 30, 2025**. 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. The Provider shall complete 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 District based on the total number of students as indicated on the SEDCAR-1 and subject to verification.
3. The SEDCAR-1 Form must be completed and received by the District no later than November 24, 2023. The FS 25 and an invoice with the total amount due must be received by the District no later than June 1, 2025. The FS 10F 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.

All forms and notices that shall be given to the District shall be sent to the Board at the following address:

100 Sherman Avenue, West Islip, NY 11795

4. 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 Provider pursuant to this Agreement shall be utilized only for the purpose as provided in IDEA.

5. The Provider shall maintain their 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.
6. 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.
7. 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.
8. The Provider shall furnish any additional data and reports, including, but not limited to SED 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.
9. 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.
10. 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.
11. The District reserves 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.
12. This Agreement may only be modified or amended by mutual agreement of the parties, in writing.
13. 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.
14. The Provider agrees to indemnify and save harmless the District, its officers, employees and agents, against any and all claims, liabilities, loss, damages, suit, proceeding, costs or expenses whatsoever, including those for personal injuries

and property damage, as they may relate, in any manner, to the services provided by the Agency to the District pursuant to this Agreement. Said indemnification, defense and hold harmless shall apply to any claim, liability, loss, damages, suit, proceeding, costs or expenses in which the District, its officers, employees and agents may be named as a party (except for negligent acts and omissions of the District), notwithstanding that the Agency may deem said claim, liability, loss, damages, suit, proceeding, costs or expenses frivolous or without merit. It is intended that this provision be interpreted in the broadest manner possible so as to insulate the District from any liability or judgment, monetary or otherwise, as the same may relate to the personnel and services provided by the Agency the District pursuant to this Agreement (but not for the negligent acts or omissions of the District, its officers, employees and agents).

15. The Provider agrees that it will not discriminate with respect to the provision of special education services on the grounds of race, religion creed, color, national origin, sex, age, disability or other non-merit factors, nor discriminate against any individual on such ground.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement.

**THE DISTRICT**

**BY:** \_\_\_\_\_

**THE PROVIDER**

**BY:** \_\_\_\_\_

**SEDCAR AGREEMENT 2024-2025**

**BY AND BETWEEN** the West Islip School District, with offices at 100 Sherman Avenue, New York, 11795, hereinafter referred to as "the District" and Liberty Resources Post, 6723 Townpath Road, East Syracuse, NY 13057 hereinafter referred to as the "Provider";

**WHEREAS**, The District is the Local Education Agency (LEA) for the purposes of receiving federal IDEA flow-through funds from the New York State Education Department 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 suballocating 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 educational 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 between **July 1, 2024 - June 30, 2025**. 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. The Provider shall complete 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 District based on the total number of students as indicated on the SEDCAR-1 and subject to verification.
3. The SEDCAR-1 Form must be completed and received by the District no later than November 24, 2023. The FS 25 and an invoice with the total amount due must be received by the District no later than June 1, 2025. The FS 10F 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.

All forms and notices that shall be given to the District shall be sent to the Board at the following address:

100 Sherman Avenue, West Islip, NY 11795

4. 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 Provider pursuant to this Agreement shall be utilized only for the purpose as provided in IDEA.

5. The Provider shall maintain their 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.
6. 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.
7. 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.
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10. 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.
11. The District reserves 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.
12. This Agreement may only be modified or amended by mutual agreement of the parties, in writing.
13. 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.
14. The Provider agrees to indemnify and save harmless the District, its officers, employees and agents, against any and all claims, liabilities, loss, damages, suit,

proceeding, costs or expenses whatsoever, including those for personal injuries and property damage, as they may relate, in any manner, to the services provided by the Agency to the District pursuant to this Agreement. Said indemnification, defense and hold harmless shall apply to any claim, liability, loss, damages, suit, proceeding, costs or expenses in which the District, its officers, employees and agents may be named as a party (except for negligent acts and omissions of the District), notwithstanding that the Agency may deem said claim, liability, loss, damages, suit, proceeding, costs or expenses frivolous or without merit. It is intended that this provision be interpreted in the broadest manner possible so as to insulate the District from any liability or judgment, monetary or otherwise, as the same may relate to the personnel and services provided by the Agency the District pursuant to this Agreement (but not for the negligent acts or omissions of the District, its officers, employees and agents).

15. The Provider agrees that it will not discriminate with respect to the provision of special education services on the grounds of race, religion creed, color, national origin, sex, age, disability or other non-merit factors, nor discriminate against any individual on such ground.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement.

**THE DISTRICT**

**BY:** \_\_\_\_\_

**THE PROVIDER**

**BY:** \_\_\_\_\_

**SEDCAR AGREEMENT 2024-2025**

**BY AND BETWEEN** the West Islip School District, with offices at 100 Sherman Avenue, New York, 11795, hereinafter referred to as "the District" an Little Angels Center, 1 Craig B. Gariepy Avenue, Islip Terrace, New York 11752 hereinafter referred to as the "Provider";

**WHEREAS**, The District is the Local Education Agency (LEA) for the purposes of receiving federal IDEA flow-through funds from the New York State Education Department 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 suballocating 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 educational 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:

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2. In order to receive payment for the services rendered under this Agreement, the Provider must complete all required forms. The Provider shall complete 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 District based on the total number of students as indicated on the SEDCAR-1 and subject to verification.
3. The SEDCAR-1 Form must be completed and received by the District no later than November 24, 2023. The FS 25 and an invoice with the total amount due must be received by the District no later than June 1, 2025. The FS 10F 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.

All forms and notices that shall be given to the District shall be sent to the Board at the following address:

100 Sherman Avenue, West Islip, NY 11795

4. 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 Provider pursuant to this Agreement shall be utilized only for the purpose as provided in IDEA.

5. The Provider shall maintain their 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.
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8. The Provider shall furnish any additional data and reports, including, but not limited to SED 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.
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10. 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.
11. The District reserves 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.
12. This Agreement may only be modified or amended by mutual agreement of the parties, in writing.
13. 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.
14. The Provider agrees to indemnify and save harmless the District, its officers, employees and agents, against any and all claims, liabilities, loss, damages, suit,



proceeding, costs or expenses whatsoever, including those for personal injuries and property damage, as they may relate, in any manner, to the services provided by the Agency to the District pursuant to this Agreement. Said indemnification, defense and hold harmless shall apply to any claim, liability, loss, damages, suit, proceeding, costs or expenses in which the District, its officers, employees and agents may be named as a party (except for negligent acts and omissions of the District), notwithstanding that the Agency may deem said claim, liability, loss, damages, suit, proceeding, costs or expenses frivolous or without merit. It is intended that this provision be interpreted in the broadest manner possible so as to insulate the District from any liability or judgment, monetary or otherwise, as the same may relate to the personnel and services provided by the Agency the District pursuant to this Agreement (but not for the negligent acts or omissions of the District, its officers, employees and agents).

15. The Provider agrees that it will not discriminate with respect to the provision of special education services on the grounds of race, religion creed, color, national origin, sex, age, disability or other non-merit factors, nor discriminate against any individual on such ground.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement.

**THE DISTRICT**

**BY:** \_\_\_\_\_

**THE PROVIDER**

**BY:** \_\_\_\_\_

**SEDCAR AGREEMENT 2024-2025**

**BY AND BETWEEN** the West Islip School District, with offices at 100 Sherman Avenue, New York, 11795, hereinafter referred to as "the District" and Metro Therapy, P.O. Box 6005, Hauppauge, NY 11788 hereinafter referred to as the "Provider";

**WHEREAS**, The District is the Local Education Agency (LEA) for the purposes of receiving federal IDEA flow-through funds from the New York State Education Department 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 suballocating 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 educational 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 between **July 1, 2024 - June 30, 2025**. 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. The Provider shall complete 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 District based on the total number of students as indicated on the SEDCAR-1 and subject to verification.
3. The SEDCAR-1 Form must be completed and received by the District no later than November 24, 2023. The FS 25 and an invoice with the total amount due must be received by the District no later than June 1, 2025. The FS 10F 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.

All forms and notices that shall be given to the District shall be sent to the Board at the following address:

100 Sherman Avenue, West Islip, NY 11795

4. 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 Provider pursuant to this Agreement shall be utilized only for the purpose as provided in IDEA.

5. The Provider shall maintain their 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.
6. 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.
7. 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.
8. The Provider shall furnish any additional data and reports, including, but not limited to SED 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.
9. 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.
10. 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.
11. The District reserves 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.
12. This Agreement may only be modified or amended by mutual agreement of the parties, in writing.
13. 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.
14. The Provider agrees to indemnify and save harmless the District, its officers, employees and agents, against any and all claims, liabilities, loss, damages, suit, proceeding, costs or expenses whatsoever, including those for personal injuries

and property damage, as they may relate, in any manner, to the services provided by the Agency to the District pursuant to this Agreement. Said indemnification, defense and hold harmless shall apply to any claim, liability, loss, damages, suit, proceeding, costs or expenses in which the District, its officers, employees and agents may be named as a party (except for negligent acts and omissions of the District), notwithstanding that the Agency may deem said claim, liability, loss, damages, suit, proceeding, costs or expenses frivolous or without merit. It is intended that this provision be interpreted in the broadest manner possible so as to insulate the District from any liability or judgment, monetary or otherwise, as the same may relate to the personnel and services provided by the Agency the District pursuant to this Agreement (but not for the negligent acts or omissions of the District, its officers, employees and agents).

15. The Provider agrees that it will not discriminate with respect to the provision of special education services on the grounds of race, religion creed, color, national origin, sex, age, disability or other non-merit factors, nor discriminate against any individual on such ground.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement.

**THE DISTRICT**

**BY:** \_\_\_\_\_

**THE PROVIDER**

**BY:** \_\_\_\_\_

**SEDCAR AGREEMENT 2024-2025**

**BY AND BETWEEN** the West Islip School District, with offices at 100 Sherman Avenue, New York, 11795, hereinafter referred to as "the District" and Nassau Suffolk Services for the Autistic, 80 Hauppauge Road, Commack, NY 11725 hereinafter referred to as the "Provider";

**WHEREAS**, The District is the Local Education Agency (LEA) for the purposes of receiving federal IDEA flow-through funds from the New York State Education Department 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 suballocating 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 educational 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 between **July 1, 2024 - June 30, 2025**. 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. The Provider shall complete 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 District based on the total number of students as indicated on the SEDCAR-1 and subject to verification.
3. The SEDCAR-1 Form must be completed and received by the District no later than November 24, 2023. The FS 25 and an invoice with the total amount due must be received by the District no later than June 1, 2025. The FS 10F 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.

All forms and notices that shall be given to the District shall be sent to the Board at the following address:

100 Sherman Avenue, West Islip, NY 11795

4. 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 Provider pursuant to this Agreement shall be utilized only for the purpose as provided in IDEA.

5. The Provider shall maintain their 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.
6. 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.
7. 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.
8. The Provider shall furnish any additional data and reports, including, but not limited to SED 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.
9. 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.
10. 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.
11. The District reserves 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.
12. This Agreement may only be modified or amended by mutual agreement of the parties, in writing.
13. 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.
14. The Provider agrees to indemnify and save harmless the District, its officers, employees and agents, against any and all claims, liabilities, loss, damages, suit,

proceeding, costs or expenses whatsoever, including those for personal injuries and property damage, as they may relate, in any manner, to the services provided by the Agency to the District pursuant to this Agreement. Said indemnification, defense and hold harmless shall apply to any claim, liability, loss, damages, suit, proceeding, costs or expenses in which the District, its officers, employees and agents may be named as a party (except for negligent acts and omissions of the District), notwithstanding that the Agency may deem said claim, liability, loss, damages, suit, proceeding, costs or expenses frivolous or without merit. It is intended that this provision be interpreted in the broadest manner possible so as to insulate the District from any liability or judgment, monetary or otherwise, as the same may relate to the personnel and services provided by the Agency the District pursuant to this Agreement (but not for the negligent acts or omissions of the District, its officers, employees and agents).

15. The Provider agrees that it will not discriminate with respect to the provision of special education services on the grounds of race, religion creed, color, national origin, sex, age, disability or other non-merit factors, nor discriminate against any individual on such ground.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement.

**THE DISTRICT**

**BY:** \_\_\_\_\_

**THE PROVIDER**

**BY:** \_\_\_\_\_

**SEDCAR AGREEMENT 2024-2025**

**BY AND BETWEEN** the West Islip School District, with offices at 100 Sherman Avenue, New York, 11795, hereinafter referred to as "the District" and Suffolk County Dept. of Health Services, 50 Laser Court, Hauppauge, NY 11788 hereinafter referred to as the "Provider";

**WHEREAS**, The District is the Local Education Agency (LEA) for the purposes of receiving federal IDEA flow-through funds from the New York State Education Department 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 suballocating 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 educational 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 between **July 1, 2024 - June 30, 2025**. 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. The Provider shall complete 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 District based on the total number of students as indicated on the SEDCAR-1 and subject to verification.
3. The SEDCAR-1 Form must be completed and received by the District no later than November 24, 2023. The FS 25 and an invoice with the total amount due must be received by the District no later than June 1, 2025. The FS 10F 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

All forms and notices that shall be given to the District shall be sent to the Board at the following address:

100 Sherman Avenue, West Islip, NY 11795

4. 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 Provider pursuant to this Agreement shall be utilized only for the purpose as provided in IDEA.



5. The Provider shall maintain their 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.
6. 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.
7. 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.
8. The Provider shall furnish any additional data and reports, including, but not limited to SED 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.
9. 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.
10. 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.
11. The District reserves 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.
12. This Agreement may only be modified or amended by mutual agreement of the parties, in writing.
13. 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.
14. The Provider agrees to indemnify and save harmless the District, its officers, employees and agents, against any and all claims, liabilities, loss, damages, suit,

proceeding, costs or expenses whatsoever, including those for personal injuries and property damage, as they may relate, in any manner, to the services provided by the Agency to the District pursuant to this Agreement. Said indemnification, defense and hold harmless shall apply to any claim, liability, loss, damages, suit, proceeding, costs or expenses in which the District, its officers, employees and agents may be named as a party (except for negligent acts and omissions of the District), notwithstanding that the Agency may deem said claim, liability, loss, damages, suit, proceeding, costs or expenses frivolous or without merit. It is intended that this provision be interpreted in the broadest manner possible so as to insulate the District from any liability or judgment, monetary or otherwise, as the same may relate to the personnel and services provided by the Agency the District pursuant to this Agreement (but not for the negligent acts or omissions of the District, its officers, employees and agents).

15. The Provider agrees that it will not discriminate with respect to the provision of special education services on the grounds of race, religion creed, color, national origin, sex, age, disability or other non-merit factors, nor discriminate against any individual on such ground.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement.

**THE DISTRICT**

**BY:** \_\_\_\_\_

**THE PROVIDER**

**BY:** \_\_\_\_\_

**SEDCAR AGREEMENT 2024-2025**

**BY AND BETWEEN** the West Islip School District, with offices at 100 Sherman Avenue, New York, 11795, hereinafter referred to as "the District" and The Hagedorn Little Village School, 750 Hicksville Road, Seaford, NY 11783 hereinafter referred to as the "Provider";

**WHEREAS**, The District is the Local Education Agency (LEA) for the purposes of receiving federal IDEA flow-through funds from the New York State Education Department 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 suballocating 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 educational 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 between **July 1, 2024 - June 30, 2025**. 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. The Provider shall complete 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 District based on the total number of students as indicated on the SEDCAR-1 and subject to verification.
3. The SEDCAR-1 Form must be completed and received by the District no later than November 24, 2023. The FS 25 and an invoice with the total amount due must be received by the District no later than June 1, 2025. The FS 10F 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.

All forms and notices that shall be given to the District shall be sent to the Board at the following address:

100 Sherman Avenue, West Islip, NY 11795

4. 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 Provider pursuant to this Agreement shall be utilized only for the purpose as provided in IDEA.

5. The Provider shall maintain their 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.
6. 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.
7. 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.
8. The Provider shall furnish any additional data and reports, including, but not limited to SED 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.
9. 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.
10. 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.
11. The District reserves 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.
12. This Agreement may only be modified or amended by mutual agreement of the parties, in writing.
13. 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.
14. The Provider agrees to indemnify and save harmless the District, its officers, employees and agents, against any and all claims, liabilities, loss, damages, suit,

proceeding, costs or expenses whatsoever, including those for personal injuries and property damage, as they may relate, in any manner, to the services provided by the Agency to the District pursuant to this Agreement. Said indemnification, defense and hold harmless shall apply to any claim, liability, loss, damages, suit, proceeding, costs or expenses in which the District, its officers, employees and agents may be named as a party (except for negligent acts and omissions of the District), notwithstanding that the Agency may deem said claim, liability, loss, damages, suit, proceeding, costs or expenses frivolous or without merit. It is intended that this provision be interpreted in the broadest manner possible so as to insulate the District from any liability or judgment, monetary or otherwise, as the same may relate to the personnel and services provided by the Agency the District pursuant to this Agreement (but not for the negligent acts or omissions of the District, its officers, employees and agents).

15. The Provider agrees that it will not discriminate with respect to the provision of special education services on the grounds of race, religion creed, color, national origin, sex, age, disability or other non-merit factors, nor discriminate against any individual on such ground.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement.

**THE DISTRICT**

**BY:** \_\_\_\_\_

**THE PROVIDER**

**BY:** \_\_\_\_\_

**SEDCAR      AGREEMENT      2024 - 2025**

**BY AND BETWEEN** the West Islip School District, with offices at 100 Sherman Avenue, New York, 11795, hereinafter referred to as "the District" and The New Interdisciplinary School, 430 Sills Road, Yaphank, New York 11980 hereinafter referred to as the "Provider";

**WHEREAS**, The District is the Local Education Agency (LEA) for the purposes of receiving federal IDEA flow-through funds from the New York State Education Department 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 suballocating 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 educational 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 between **July 1, 2024 - June 30, 2025**. 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. The Provider shall complete 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 District based on the total number of students as indicated on the SEDCAR-1 and subject to verification.
3. The SEDCAR-1 Form must be completed and received by the District no later than November 24, 2023. The FS 25 and an invoice with the total amount due must be received by the District no later than June 1, 2025. The FS 10F 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

All forms and notices that shall be given to the District shall be sent to the Board at the following address:

100 Sherman Avenue, West Islip, NY 11795

4. 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 Provider pursuant to this Agreement shall be utilized only for the purpose as provided in IDEA.

5. The Provider shall maintain their 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.
6. 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.
7. 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.
8. The Provider shall furnish any additional data and reports, including, but not limited to SED 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.
9. 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.
10. 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.
11. The District reserves 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.
12. This Agreement may only be modified or amended by mutual agreement of the parties, in writing.

13. 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.
  
14. The Provider agrees to indemnify and save harmless the District, its officers, employees and agents, against any and all claims, liabilities, loss, damages, suit, proceeding, costs or expenses whatsoever, including those for personal injuries and property damage, as they may relate, in any manner, to the services provided by the Agency to the District pursuant to this Agreement. Said indemnification, defense and hold harmless shall apply to any claim, liability, loss, damages, suit, proceeding, costs or expenses in which the District, its officers, employees and agents may be named as a party (except for negligent acts and omissions of the District), notwithstanding that the Agency may deem said claim, liability, loss, damages, suit, proceeding, costs or expenses frivolous or without merit. It is intended that this provision be interpreted in the broadest manner possible so as to insulate the District from any liability or judgment, monetary or otherwise, as the same may relate to the personnel and services provided by the Agency the District pursuant to this Agreement (but not for the negligent acts or omissions of the District, its officers, employees and agents).
  
15. The Provider agrees that it will not discriminate with respect to the provision of special education services on the grounds of race, religion creed, color, national origin, sex, age, disability or other non-merit factors, nor discriminate against any individual on such ground.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement.

**THE DISTRICT**

**BY:** \_\_\_\_\_

**THE PROVIDER**

**BY:** \_\_\_\_\_



**SEDCAR AGREEMENT 2024-2025**

**BY AND BETWEEN** the West Islip School District, with offices at 100 Sherman Avenue, New York, 11795, hereinafter referred to as "the District" and The Opportunity Pre-School, 495 Hoffman Lane, Suite 3, Hauppauge, NY 11788 hereinafter referred to as the "Provider"

**WHEREAS**, The District is the Local Education Agency (LEA) for the purposes of receiving federal IDEA flow-through funds from the New York State Education Department 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 suballocating 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 educational 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 between **July 1, 2024 - June 30, 2025**. 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. The Provider shall complete 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 District based on the total number of students as indicated on the SEDCAR-1 and subject to verification.
3. The SEDCAR-1 Form must be completed and received by the District no later than November 24, 2023. The FS 25 and an invoice with the total amount due must be received by the District no later than June 1, 2025. The FS 10F 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.

All forms and notices that shall be given to the District shall be sent to the Board at the following address:

100 Sherman Avenue, West Islip, NY 11795

4. 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 Provider pursuant to this Agreement shall be utilized only for the purpose as provided in IDEA.

5. The Provider shall maintain their 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.
6. 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.
7. 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.
8. The Provider shall furnish any additional data and reports, including, but not limited to SED 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.
9. 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.
10. 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.
11. The District reserves 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.
12. This Agreement may only be modified or amended by mutual agreement of the parties, in writing.
13. 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.
14. The Provider agrees to indemnify and save harmless the District, its officers, employees and agents, against any and all claims, liabilities, loss, damages, suit,

proceeding, costs or expenses whatsoever, including those for personal injuries and property damage, as they may relate, in any manner, to the services provided by the Agency to the District pursuant to this Agreement. Said indemnification, defense and hold harmless shall apply to any claim, liability, loss, damages, suit, proceeding, costs or expenses in which the District, its officers, employees and agents may be named as a party (except for negligent acts and omissions of the District), notwithstanding that the Agency may deem said claim, liability, loss, damages, suit, proceeding, costs or expenses frivolous or without merit. It is intended that this provision be interpreted in the broadest manner possible so as to insulate the District from any liability or judgment, monetary or otherwise, as the same may relate to the personnel and services provided by the Agency the District pursuant to this Agreement (but not for the negligent acts or omissions of the District, its officers, employees and agents).

15. The Provider agrees that it will not discriminate with respect to the provision of special education services on the grounds of race, religion creed, color, national origin, sex, age, disability or other non-merit factors, nor discriminate against any individual on such ground.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement.

**THE DISTRICT**

**BY:** \_\_\_\_\_

**THE PROVIDER**

**BY:** \_\_\_\_\_

**SEDCAR AGREEMENT 2024-2025**

**BY AND BETWEEN** the West Islip School District, with offices at 100 Sherman Avenue, New York, 11795, hereinafter referred to as "the District" and UCP (United Cerebral Palsy) of Greater Suffolk, Inc., 250 Marcus Blvd., Hauppauge, NY 11788 hereinafter referred to as the "Provider";

**WHEREAS**, The District is the Local Education Agency (LEA) for the purposes of receiving federal IDEA flow-through funds from the New York State Education Department 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 suballocating 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 educational 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 between **July 1, 2024 - June 30, 2025**. Payment of the sub-allocation of such funds to the Provider shall be made on a per student basis.
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All forms and notices that shall be given to the District shall be sent to the Board at the following address:

100 Sherman Avenue, West Islip, NY 11795

4. 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 Provider pursuant to this Agreement shall be utilized only for the purpose as provided in IDEA.

5. The Provider shall maintain their 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.
6. 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.
7. 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.
8. The Provider shall furnish any additional data and reports, including, but not limited to SED 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.
9. 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.
10. 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.
11. The District reserves 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.
12. This Agreement may only be modified or amended by mutual agreement of the parties, in writing.
13. 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.
14. The Provider agrees to indemnify and save harmless the District, its officers, employees and agents, against any and all claims, liabilities, loss, damages, suit,

proceeding, costs or expenses whatsoever, including those for personal injuries and property damage, as they may relate, in any manner, to the services provided by the Agency to the District pursuant to this Agreement. Said indemnification, defense and hold harmless shall apply to any claim, liability, loss, damages, suit, proceeding, costs or expenses in which the District, its officers, employees and agents may be named as a party (except for negligent acts and omissions of the District), notwithstanding that the Agency may deem said claim, liability, loss, damages, suit, proceeding, costs or expenses frivolous or without merit. It is intended that this provision be interpreted in the broadest manner possible so as to insulate the District from any liability or judgment, monetary or otherwise, as the same may relate to the personnel and services provided by the Agency the District pursuant to this Agreement (but not for the negligent acts or omissions of the District, its officers, employees and agents).

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**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement.

**THE DISTRICT**

**BY:** \_\_\_\_\_

**THE PROVIDER**

**BY:** \_\_\_\_\_

## **SEDCAR AGREEMENT 2024 – 2025**

**BY AND BETWEEN** the West Islip School District, with offices at 100 Sherman Avenue, New York, 11795, hereinafter referred to as "the District" and Variety Child Learning Center, 47 Humphrey Drive, Syosset, NY 11791 hereinafter referred to as the "Provider";

**WHEREAS**, The District is the Local Education Agency (LEA) for the purposes of receiving federal IDEA flow-through funds from the New York State Education Department 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 suballocating such funds to approved special education programs (ASEPs) for certain students with disabilities; and

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14. The Provider agrees to indemnify and save harmless the District, its officers, employees and agents, against any and all claims, liabilities, loss, damages, suit,



proceeding, costs or expenses whatsoever, including those for personal injuries and property damage, as they may relate, in any manner, to the services provided by the Agency to the District pursuant to this Agreement. Said indemnification, defense and hold harmless shall apply to any claim, liability, loss, damages, suit, proceeding, costs or expenses in which the District, its officers, employees and agents may be named as a party (except for negligent acts and omissions of the District), notwithstanding that the Agency may deem said claim, liability, loss, damages, suit, proceeding, costs or expenses frivolous or without merit. It is intended that this provision be interpreted in the broadest manner possible so as to insulate the District from any liability or judgment, monetary or otherwise, as the same may relate to the personnel and services provided by the Agency the District pursuant to this Agreement (but not for the negligent acts or omissions of the District, its officers, employees and agents).

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**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement.

**THE DISTRICT**

**BY:** \_\_\_\_\_

**THE PROVIDER**

**BY:** \_\_\_\_\_



**Lauren Lay**  
**Director of Secondary ELA, ENL & Library Media**  
West Islip School District  
One Lion's Path  
West Islip, New York 11795  
(631)504-5846

AGENDA ITEM X. D)  
BUSINESS ITEMS  
RM 12/12/2024

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**TO:** Elisa Pellati  
**FROM:** Lauren Lay  
**DATE:** November 2024  
**RE:** Beach Library -Weeding

I am requesting the surplus of weeded books in the library collection from the Beach Street Middle School Library. These materials are in poor condition or are no longer relevant.

Total Copies Weeded: 1595

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

Cc: Denise Lamattina, Anthony Bridgeman

# West Islip Public Schools

## Interoffice Memorandum

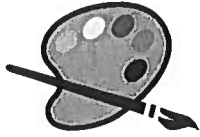
To: Elisa Pellati  
From: Kim Hujik / P.Paladino  
Date: December 2024  
Re: Surplus from IT

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### Items for surplus:

|                    |     |
|--------------------|-----|
| 1. Chromebooks     | 120 |
| 2. Laptops         | 3   |
| 3. Printers        | 11  |
| 4. Monitors        | 16  |
| 5. DVD             | 1   |
| 6. Cisco phone     | 3   |
| 7. IPAD            | 11  |
| 8. Keyboards       | 17  |
| 9. Chromebook Cart | 1   |
| 10. Computer       | 1   |

Thank you for your assistance in this matter.



**WI**  
**WEST ISLIP PUBLIC SCHOOLS**  
**DEPARTMENT OF ART AND MUSIC EDUCATION**  
*Mr. Eric R. Albinder, Director*  
*1 Lion's Path, West Islip, NY 11795*  
*Email: e.albinder@wi.k12.ny.us*  
*Phone: (631)504-5806 • Fax: (631)893-3270*



**Memorandum**

**To:** Elisa Pellati, Assistant Superintendent for Business

**From:** Eric Albinder

**Date:** December 3, 2024

**Re:** Surplus of Instrument Storage Cabinets

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I would like to request the surplus of two instrument storage cabinets that are currently located in the Orchestra Room at West Islip High School. These cabinets are falling apart, over 20 years old, not worth repairing, and have already been replaced with new cabinets.

Brand – Wenger  
Serial Number – n/a  
Asset Tag - none

:

WHEREAS, the West Islip UFSD went out for a public bid on October 3, 2024 for upgrades to the kitchens at Beach Street Middle School, West Islip High School and Udall Road Middle School known as Kitchen Reconstructions at Beach Street Middle School, West Islip High School and Udall Road Middle School "Single Prime Bid"; and

WHEREAS, the bids were opened and read aloud on October 28, 2024 and

WHEREAS, the West Islip UFSD has determined that it is in the District's best financial interests to reject two of the bids submitted: GC-1: General Construction (Single Prime Bid: Beach Street Middle School) and GC-2: General Construction (Single Prime Bid: West Islip High School and Udall Road Middle School).

NOW, THEREFORE, BE IT RESOLVED that the Board of Education of the West Islip UFSD hereby rejects two of the bids submitted in response to Kitchen Reconstructions at Beach Street Middle School, West Islip High School and Udall Road Middle School "Single Prime Bid."

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**INTEROFFICE MEMORANDUM**

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**TO:** DR. PAUL ROMANELLI  
SUPERINTENDENT OF SCHOOLS

**FROM:** ROBERT NOCELLA  
PURCHASING AGENT

**SUBJECT:** WEST ISLIP UFSD KITCHEN UPGRADES AT BEACH ST. MS, WEST ISLIP HS & UDALL RD. MS

**DATE:** 12/5/2024

**CC:** E. PELLATI, J. BOSSE

---

A request for sealed bids for West Islip Kitchen Upgrades at the Beach Street Middle School, West Islip High School & the Udall Road Middle School **\*\*Single Prime Bid\*\*** was advertised in Newsday and the West Islip Bulletin on October 3, 2024. This bid was also advertised on the West Islip web site.

A total of nineteen (19) bids were picked up by prospective bidders. A total of eleven (11) were returned. These eleven (11) bids were opened on Monday October 28, 2024.

**RECOMMENDATION:**

**Base Bid GC-1: General Construction (Single Prime Bid: Beach Street Middle School)**

Considering the apparent low bidder for Base Bid GC-3: General Construction (Single Prime Bid): Beach Street Middle School, West Islip High School and Udall Road Middle School (Combined all three schools) it is advisable to REJECT the bids received for Base Bid GC-1

**Base Bid GC-2: General Construction (Single Prime Bid: West Islip High School and Udall Road Middle School)**

Considering the apparent low bid received for Base Bid GC-3: General Construction (Single Prime Bid): Beach Street Middle School, West Islip High School and Udall Road Middle School (Combined – All Three Schools) it is advisable to REJECT the bids received for base Bid GC-2

Based on low bid meeting specifications that **Base Bid No. GC-3 – General Construction (Single Prime Bid): Beach Street Middle School, West Islip High School and Udall Road Middle School (Combined - All Three Schools)** be awarded to:

**W.J Northridge Corporation  
175 Kennedy Drive  
Hauppauge, NY 11788**

In the following amount:

West Islip UFSD  
Kitchen Upgrades at Beach St. MS, West Islip HS, & Udall Rd. MS  
Bid Recommendation  
December 2, 2024

|   |                      |
|---|----------------------|
| Base Bid No. GC-3: Kitchen Recon (BSMS, WIHS & Udall Rd MS) | \$774,500.00         |
| Alternate No. 1 to base Bid GC-3: WIHS Flooring Replacement | \$ 19,000.00         |
| Voluntary Negotiated Discount                               | <u>-\$ 15,000.00</u> |
| Total Bid Award   | <b>\$778,500.00</b>  |

## I. RESOLUTIONS

BE IT RESOLVED, that the Board of Education of the West Islip School District acknowledges receipt of the Independent Accountant's Reports on Food Service Detailed Testing and the Risk Assessment Update Report dated December 10, 2024 from Cullen & Danowski, LLP.

Recommend the Board of Education approve the Corrective Action Plans in response to the internal auditors' reports on Food Service Detailed Testing, submitted by the Assistant Superintendent for Business.



DRAFT Detailed Testing Report - sent to Audit Committee

**West Islip Union Free School District**  
**Internal Audit Report on Detailed Testing -**  
**Food Service**

Date, 2024

*DRAFT for Audit Committee Review*

# DRAFT Detailed Testing Report - sent to Audit Committee

## INTERNAL AUDIT REPORT ON DETAILED TESTING - FOOD SERVICE

To the Board of Education and Audit Committee  
West Islip Union Free School District  
West Islip, New York

We have prepared this report as the result of our detailed testing, as further described, which was agreed upon by the West Islip Union Free School District (District), on food service operations for the period January 1, 2023 through April 30, 2024.

The District's management is responsible for administering this area.

This engagement is in accordance with auditing standards generally accepted in the United States of America and the applicable standards contained in *Government Auditing Standards* issued by the Comptroller General of the United States, or the *International Standards for the Professional Practice of Internal Audit* issued by the Institute for Internal Auditors. The sufficiency of the procedures is solely the responsibility of the District. Consequently, we make no representation regarding the sufficiency of the procedures either for the purpose for which this report has been requested or for any other purpose.

Our procedures and findings are described in the following pages.

We were not engaged to and did not conduct an examination or review, the objective of which would be the expression of an opinion or conclusion, respectively on the District's food service operations. Accordingly, we do not express such an opinion or conclusion. Had we performed additional procedures, other matters might have come to our attention that would have been reported to you.

We would like to express our appreciation for the cooperation and assistance that we received from the District's administration and other employees during our engagement.

This report is intended solely for the use and information of the Board of Education (Board), Audit Committee, and the management of the District, and is not intended to be and should not be used by anyone other than these specified parties.

Date, 2024

# **DRAFT Detailed Testing Report - sent to Audit Committee**

## **WEST ISLIP UNION FREE SCHOOL DISTRICT Internal Audit Report on Detailed Testing - Food Service For the Period Ended April 30, 2024**

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### **Introduction:**

This report is organized by four sections consisting of:

- Background information
- Procedures performed during our detailed testwork
- Findings as a result of our review
- Recommendations to further strengthen internal controls or improve operational efficiency.

Certain recommendations may require a reassignment of personnel duties within the District and/or a monetary investment. However, any control enhancements should be implemented following a thorough cost-benefit analysis.

### **Corrective Action Plan:**

Commissioner of Education Regulation §170.12(e)(4) requires that a corrective action plan (CAP), approved by the Board of Education, must be filed within 90 days of issuance with the New York State Education Department (NYSED).

The District should submit the CAP along with the respective Internal Audit Report via the NYSED Portal.

# DRAFT Detailed Testing Report - sent to Audit Committee

## WEST ISLIP UNION FREE SCHOOL DISTRICT Internal Audit Report on Detailed Testing – Food Service (Continued) For the Period Ended April 30, 2024

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### FOOD SERVICE

#### Background:

Good business practice requires that the District establish adequate controls over receipts, deposits, and inventory at the locations that provide food service operations. These controls should ensure the completeness and accuracy of cash receipts; the safeguarding of funds collected and inventory; the timeliness of depositing funds into the bank; the retention of proper documentation supporting the receipts and deposits; and the performance of physical inventories of the food service goods, commodities, stock, and equipment.

The District operates an in-house food service program as opposed to contracting with a food service provider. The School Lunch Manager is responsible for managing the operations at the District and she is active in the industry, including membership in the Long Island School Nutrition Directors Association (LISNDA), which consists of directors from other districts and BOCES with in-house food service programs. We found that the district-wide school lunch operations had revenues of \$1,973,065, expenditures of \$1,848,205, and operating transfers in from the General Fund of \$1,333 for the year ended June 30, 2023. This resulted in an operating surplus of \$126,193, which increased the total fund balance to \$1,259,852. Further review noted that the amount of unappropriated fund balance of \$1,171,753 in the school food service fund at June 30, 2023 exceeded the three-month average expenditure level allowable by federal regulations 7CFR Part 210.14(b).

The food service program's financial activities consist of breakfast and lunch at the High School (HS) and 2 Middle Schools (MS), and lunch at the 4 Elementary Schools (ES). The expenses of the food service program include all salaries and food-related costs.

The District utilizes a point-of-sale (POS) system called Mosaic to facilitate the tracking, reporting, and monitoring of school lunch activities. This system also provides a systematic and efficient process for managing pre-payments through its MySchoolBucks module. We noted that the food service program maintains 13 POS terminals used for both breakfast and lunch (this includes, 5 at the HS, 2 at each MS, and 1 at each ES). The Mosaic system provides Serving Line Sales Reports which details, by school and by register, the amount of cash and checks expected and declared and any differences. Additionally, these reports also categorize the daily revenue by free, reduced, paid, and other types of sales.

The free and reduced lunch program is administered within the District, and the monies to cover the program are received by the General Fund and then transferred from the General Fund to the School Food Service Fund. During the 2022-23 fiscal year, the District served a total of 60,623 "free and reduced-price meals", as well as 255,027 "paid meals", per the Mosaic system generated Meal Report (note: meals count shown relate to reimbursable meals and include both breakfast and lunch.) The District has a formal process to notify students and parents about free and reduced lunch and procedures to maintain documentation of free and reduced-price meal applicants.

#### Procedures:

Our procedures, in accordance with our engagement letter dated March 7, 2024, were as follows:

- Review Board policies and District procedures in detail related to the food services function.
- Interview personnel responsible for school lunch activities regarding policies, procedures, and systems in effect and identify the strengths, weaknesses, and key controls.
- Review school lunch activities during the period as follows:
  - Randomly select 15 daily receipts from each school during the period and ensure that the respective deposits were posted to the bank account accurately and timely.

# DRAFT Detailed Testing Report - sent to Audit Committee

## WEST ISLIP UNION FREE SCHOOL DISTRICT

### Internal Audit Report on Detailed Testing – Food Service (Continued)

For the Period Ended April 30, 2024

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- Select 1 full week of receipts during the period and ensure that the receipts agree with the deposits.
- Select 1 month and ensure that the number of meals per the school lunch records agrees with the figures reported to the state.
- Perform a visual inspection of the cashier activities for approximately 1 hour during lunch operations, which includes the counting of funds and the closing procedures at each school.
- Review the process for reconciling and reporting revenue to determine if actual sales and prepayments (i.e., funds applied to student accounts) are accounted for properly and accurately.
- Review a selection of purchase orders for 3 of the largest food services program vendors during the period and examine 4 invoices from each related to those purchase orders to determine if policies and procedures of the District have been followed.
- Select an additional 15 disbursements of the school lunch program to determine if the policies and procedures of the District have been followed.
- Select a recent payroll and compare amounts paid to 10 employees to the supporting documentation.
- Select 15 students with free or reduced lunch status and review supporting documentation to verify their eligibility determination.
- Select 2 months during the period and trace submittal for state and federal meal reimbursements to the sales records.
- Review the Food Services budget for the 2023-24 fiscal year and compare it to the 2022-23 budget and the actual expenditures for 2022-23. Obtain an explanation for any unusual variances.
- Prepare a chart showing the total revenue, total expenses, profit or loss, and fund balance amounts for the past five fiscal years. Review the fund balance amount in the school food services fund regarding the three-month average expenditure level allowable by federal regulations 7CFR Part 210.14(b).

### **Findings:**

Review of Board policies and District procedures related to the food service function noted:

- The District has Board policies related to food service, *Policy #5660 – School Food Service Program (Lunch and Breakfast)*, *Regulation #5660R – Meal Charge and Prohibition Against Meal Shaming Plan*, and *Policy #7516 – Wellness*, which are comprehensive documents covering key aspects of the food service program.
- The Food Service Department follows the Board policies related to purchasing as part of the vendor selection and expenditure processes.
- The District utilizes a web-based online program to allow online payments that are automatically applied to student accounts in the POS system. This online program, MySchoolBucks, also gives the parents/guardians the ability to view account balances, track their student’s purchases, set up low balance reminders, and set up automatic payments.
- The POS system is set up to prevent the cashiers from viewing the sales information during the closing process which is known as a “blind” close. This is a strong internal control because the cashiers are unaware of the amount of sales recorded in the POS system and the POS system prevents cashiers from posting any transactions once they enter the cash-on-hand amount when closing out the POS terminal.
- The District has procedures in place to require the signatures of the individuals counting and the individuals verifying the amounts being deposited on the deposit documentation (e.g., bank deposit slips, daily cashier log, daily sales report, etc.).

# DRAFT Detailed Testing Report - sent to Audit Committee

## WEST ISLIP UNION FREE SCHOOL DISTRICT

### Internal Audit Report on Detailed Testing – Food Service (Continued)

For the Period Ended April 30, 2024

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Interviews with personnel responsible for food service activities found:

- The food service staff at each school place their sealed tamper-evident bank deposit bags in a lockbox at the end of each day that is locked with a key and bolted to a counter in the inventory rooms or in the cooks' office. The District Courier picks up the bank bags from the food service staff at each school cafeteria weekly, deposits the sealed bank deposit bags into the bank's night drop, and then delivers the deposit slips to the Food Service Office. The bank bags are picked up weekly due to the nominal amounts of receipts collected at the cafeterias. In addition, there is a log used to document the transfer of the bank bags from the food service employee to the District Courier.
- The District has procedures in place to monitor student accounts and to assess these balances to determine if there needs to be a transfer from the General Fund to the School Food Service Fund related to any negative amounts as necessary. These procedures align with the District's Board Policy #7516 – *Wellness* and Board regulation #5660R – *Meal Charge and Prohibition Against Meal Shaming Plan*, which ensures that all students receive meals regardless of their account balances, as well as establishing guidelines for the District's collection efforts when necessary.
- As noted in the Background section above, the food service program operated at a surplus of \$126,193 for the 2022-23 year, which increased the fund balance amount in the Food Service Fund from \$1,133,659 to \$1,259,852. Excluding the allowance for the non-spendable inventory, the unappropriated fund balance was \$1,171,753. This amount of fund balance in the school food service fund exceeded the three-month average expenditure level allowable by federal regulations 7CFR Part 210.14(b). We found that the District has submitted the required *Excess Fund Balance Plan* to NYSED, which includes the renovations to the Beach Street Middle School cafeteria, as well as various other food service related purchases.

Review of the randomly selected 15 daily receipts from each school and the selected 1 full week of receipts during the period noted:

- There were no errors or exceptions noted as the selected receipts had been posted to the bank account accurately.
- There were 49 instances where the Total Opening Bank section of a Daily Cashier Log did not include the starting cash drawer amount and was not signed by the cashier.
- There were 59 instances where the Total Opening Bank section of a Daily Cashier Log was signed by the cashier, but did not include the starting cash drawer amount.
- There were 85 instances where a bank deposit slip was not signed by both the individual preparing the deposit and the individual verifying the deposit amount. Also, there were 6 out of the 85 instances where the bank deposit slips were not signed by either the employee preparing the deposit or the employee verifying the deposit amount.
- There were 45 instances where the name of the school was not written on a bank deposit slip.
- There were 12 instances where the pink carbon copy of a bank deposit slip was blank.
- There was 1 instance where the amount of a deposit was not written on the bank deposit slip.

Review of the selected 1 month of meal numbers reported to the state during the period found:

- The number of meals per the food service records agreed with the filings by the District to the state. However, the Mosaic system reports generated at the time of our fieldwork showed the meal counts in the system for the month of November 2023 had decreased after these numbers had been submitted to the state. Further review found that this was the result of a student being charged for a meal that the parent claimed the student never purchased such meal and the reversal occurring after the meal count had been submitted to the state.

# **DRAFT Detailed Testing Report - sent to Audit Committee**

## **WEST ISLIP UNION FREE SCHOOL DISTRICT Internal Audit Report on Detailed Testing – Food Service (Continued) For the Period Ended April 30, 2024**

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Performance of the visual inspections of the cashier activities during lunch operations at each school noted:

- The Food Service Department has formal written procedures related to the cashier activities in the cafeterias.
- There is a blind count performed as part of the cashier closing out the POS for the day, which is a strong internal control.
- The closing procedures include a second employee performing a second count of the cashier's funds prior to being deposited with the bank.
- There was 1 instance where one of the buildings left the cash drawer's starting bank in the cash drawer at the end of the shift instead of placing it in a locked area.

Review of the process for reconciling and reporting revenue found:

- The actual sales and prepayments (i.e., funds applied to student accounts) were accounted for properly and accurately based on our review of the process for reconciling and reporting revenue.

Review of the selected POs and invoices for 3 of the largest vendors and the selected additional 15 disbursements noted:

- There was proper documentation to support the selected payments that included compliance with purchasing policies, regulations and laws; verifications for the receipt of goods or services; and accuracy of the payment amounts.

Selection of a recent payroll and comparison of amounts paid to the selected 10 employees to the supporting documentation found:

- There were no exceptions noted as the amounts paid to employees were properly approved and agreed to the respective employment agreement.
- The Assistant Cook at each building is responsible for preparing a standard Additional Time Report form to document any additional hours worked by the food service workers in their respective buildings. However, we found that the District does not require the Assistant Cook to sign these forms to memorialize the preparation or preapproval of additional time by the School Lunch Manager.
- There were 4 instances where a weekly Substitute Time Sheets form had not been signed by the building's Assistant Cook.

Selection of 15 students with free or reduced lunch status noted:

- There was proper supporting documentation regarding the eligibility of the selected students based on direct certification (e., Medicaid, SNAP, etc.) or income criteria.

Selection of 2 months and trace submittal for state and federal meal reimbursements to the sales records found:

- There were no exceptions noted as the submittals for state and federal meal reimbursements agreed to the sales records.

Review the Food Services budget for the 2023-24 fiscal year and compare to both the 2022-23 budget and the 2022-23 actual expenditures noted:

- The School Lunch Manager maintains pertinent records to facilitate the budget preparation process which includes meetings with the Assistant Superintendent for Business and Operations and the

# DRAFT Detailed Testing Report - sent to Audit Committee

## WEST ISLIP UNION FREE SCHOOL DISTRICT Internal Audit Report on Detailed Testing – Food Service (Continued) For the Period Ended April 30, 2024

Business and Operations Administrator regarding the decisions to determine the budget amounts for the food service accounts.

- The budget and actual amounts were reasonable with appropriate explanations for any variances.
- The nVision system generated Appropriation Status Detail Reports for the budget account codes relating to construction costs for the 2023-24 year did not include the budget amounts and listed negative expenses. Further review found that this was the result of a journal entry error relating to delays in receiving approval from the state to commence work on renovations originally planned for the summer of 2024. However, the District corrected this entry in the nVision system at the time of our fieldwork.
- The following chart provides the financial results of the food service operations for the past 5 years:

### ***Financial Results of Food Service Operations for Past 5 Fiscal Years***

|                                      | <b>2018-19</b> | <b>2019-20</b> | <b>2020-21</b> | <b>2021-22</b> | <b>2022-23</b> |
|--------------------------------------|----------------|----------------|----------------|----------------|----------------|
| Revenues                             | 1,489,993      | 1,018,712      | 1,646,335      | 2,458,186      | 1,973,065      |
| Expenses                             | 1,443,698      | 1,318,174      | 1,376,145      | 1,734,294      | 1,848,205      |
| Profit / (Loss)                      | 46,295         | (299,462)      | 270,190        | 723,892        | 124,860        |
| Unappropriated Fund Balance          | 277,149        | 70,770         | 366,509        | 1,051,499      | 1,171,753      |
| 3 Month Average of Expenditures      | 433,109        | 395,452        | 412,844        | 520,288        | 554,462        |
| Balance in Excess of Allowable Limit | N/A            | N/A            | N/A            | 531,211        | 617,292        |

### **Recommendations:**

We recommend that the District consider implementing the following to further improve internal controls and operational efficiencies related to the food service operation:

1. *Reduce Fund Balance* – Continue with efforts following the plan to reduce the District’s fund balance in the food service fund below the allowable level of three months of the average expenditures in compliance with federal regulations 7CFR Part 210.14(b). Although the District has a plan to address the excess, we recommend that the Business Office continue to monitor the fund balance, since the food service program had positive financial results in the past three years resulting in a sizable amount of fund balance.
2. *Additional Time Report Approvals* – Establish procedures to have the School Lunch Manager and the Assistant Cook at each building sign-off on the Additional Time Report forms to memorialize the preparation and preapproval of additional time.
3. *Substitute Time Sheet Approvals* – Develop procedures to ensure compliance with the Assistant Cook at each building signing-off on the weekly Substitute Time Sheets as required by District procedures.
4. *Safeguarding and Verification of Starting Cash* – Establish procedures to ensure that the starting cash for the registers is properly safeguarded when the registers are closed and that the amounts are verified at the start and end of each shift.
5. *Documentation to Support Receipts* – Develop procedures to ensure the documentation to support the daily cash receipts from the buildings is properly completed as required by District procedures.



**DRAFT Detailed Testing Report - sent to Audit Committee**

DRAFT Risk Assessment Update Report - sent to Audit Committee

**West Islip Union Free School District**  
**Risk Assessment Update Report**

Date, 2024

*DRAFT for Audit Committee Review*

# DRAFT Risk Assessment Update Report - sent to Audit Committee

## Risk Assessment Update Report

To the Board of Education and Audit Committee  
West Islip Union Free School District  
West Islip, New York

We have performed the annual risk assessment update of the West Islip Union Free School District (District) as required by Chapter 263 of the laws of New York, 2005, and as per our engagement letter of July 1, 2024.

This engagement is in accordance with auditing standards generally accepted in the United States of America and the applicable standards contained in *Government Auditing Standards* issued by the Comptroller General of the United States, or the *International Standards for the Professional Practice of Internal Audit* issued by the Institute for Internal Auditors. We have also considered the guidelines promulgated by the New York State Education Department in connection with such risk assessments.

Specifically, we performed the following:

- Reviewed our understanding of the critical business processes of the District.
- Identified the key risks based on our understanding of these business processes.
- Identified the stated controls that are currently in place to address those risks.

These procedures were performed by interviewing District management, as well as accounting and other departmental personnel to determine the flow of accounting information and controls placed in operation. The scope of our engagement did not include testing the operating effectiveness of such controls.

Our procedures were not designed to express an opinion on the internal controls of the District, and we do not express such an opinion. Additionally, because of inherent limitations of any internal control, errors or fraud may occur and not be prevented or detected by internal controls. Also, projections of an evaluation of the accounting system and controls to future periods are subject to the risk that procedures may become inadequate because of changed conditions.

We would like to express our appreciation for the cooperation and assistance that we received from the District's administration and other employees during our engagement, especially the Business Office personnel.

This report is intended solely for the use and information of the Board of Education (Board), Audit Committee, and the management of the District, and is not intended to be and should not be used by anyone other than these specified parties.

Date, 2024

# DRAFT Risk Assessment Update Report - sent to Audit Committee

## WEST ISLIP UNION FREE SCHOOL DISTRICT

### Introduction

Date, 2024

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Chapter 263 of the Laws of New York, 2005 requires most school districts to create an internal audit function. The creation of this function requires districts to engage either a qualified audit firm or an individual to make an initial risk assessment of the design of the District's internal controls; annually update this assessment; and, periodically test these controls for operational effectiveness and efficiency. This report addresses the second requirement, which is an annual risk assessment update.

Internal controls are the checks and balances over the various processes or functions that comprise the operations of a district. One key element in any internal control system is the concept of **segregation of duties**. This concept ensures that one person cannot execute a transaction without at least one other individual checking his or her work. Of course, where segregation of duties is not feasible, the district can employ compensating controls.

Nevertheless, there are some important concepts that should be understood when reviewing internal controls. These concepts are:

- An internal control system is designed to provide reasonable but not absolute assurance in safeguarding the assets of the District.
- The concept of reasonable assurance recognizes that the cost of the internal control should not exceed the benefits derived.
- There are inherent limitations that should be recognized when considering the potential effectiveness of any internal control system, e.g., errors can result from misunderstanding of instructions, mistakes of judgment, carelessness, or other personal factors. More importantly, it is **collusion** that poses the greatest threat to any internal control system. If two employees collude in order to circumvent the controls set up by the District, they could perpetrate fraud.

The initial risk assessment required the internal auditor to obtain an understanding of both the inherent and control risks associated with the various functions within the District. The risk assessment update requires the internal auditor to identify the changes in procedures, policies, personnel, and systems that may have an impact on these risks and possibly alter the initial risk assessment's level of control risk.

**Control risk** measures the adequacy of internal controls designed to mitigate the inherent risk within the process. In this engagement, we have assessed the control risk based on our interview process. The testing of the controls, which is performed during the detailed test work, could support the lowering of the initial control risk assessment associated with individual processes and sub-functions.

We have organized this report into the following two sections:

The first section is a risk assessment table. In this table, we identify the processes or functions that we have reviewed. This table includes our assessment of the control risk associated with each process. There are two control risk columns to reflect the prior year's risk assessment level and the current year's risk assessment level based on the results of the risk assessment update as well as the detailed test work performed for selected processes. **Since the testing of controls has not been done for all processes, it is important to note that this table should not be viewed as the final assessment of the District's control environment.** The Risk Assessment Table also includes our suggestions for processes to be tested during the coming year. However, the decision of which processes to review in detail is at the discretion of the Audit Committee.

# DRAFT Risk Assessment Update Report - sent to Audit Committee

## WEST ISLIP UNION FREE SCHOOL DISTRICT

### Introduction (Continued)

Date 2024

The second section of this report consists of any changes from the prior year's risk assessment related to key policies, procedures, and/or controls of the functions we reviewed. Also included in this section are any new recommendations and the status of any prior year recommendations (note that this text is in *italics*), for areas of potential improvement in the District's internal controls or operations. The status of prior year recommendations from the following reports was addressed in this year's risk assessment:

| Report Type      | Issue Date       | Area(s)   |
|------------------|------------------|---|
| Risk Assessment  | December 7, 2023 | District-wide   |
| Detailed Testing | December 7, 2023 | Staff Attendance and System to Track and Account for Children (STAC) and Automated Verification Listing (AVL) Forms |

*Note: the Detailed Testing Report dated December XX, 2024 related to food services was recently issued and those recommendations will be included in the next year's 2025-26 Risk Assessment Report.*

The changes and recommendations have been considered in the assessment of the level of control risk. Some of the recommendations may require a reassignment of personnel duties within the District and/or a financial investment. However, any improvement of controls should be done after a careful cost-benefit analysis.

#### **Corrective Action Plan**

Commissioner of Education Regulation §170.12(e)(4) requires that a corrective action plan (CAP), approved by the Board, must be filed within 90 days of issuance with the New York State Education Department (NYSED).

The District should submit the CAP along with the respective Internal Audit Report via the NYSED portal system.

# DRAFT Risk Assessment Update Report - sent to Audit Committee

## WEST ISLIP UNION FREE SCHOOL DISTRICT

### Risk Assessment Table

Date, 2024

(L=Low, M=Moderate, H=High)

| Business Process<br>Area  | Date of<br>Detailed<br>Testing* | Control Risk |              | Proposed<br>Detailed<br>Testing |
|---|---------------------------------|--------------|--------------|---------------------------------|
|   |                                 | Prior Year   | Current Year |                                 |
| <b>Governance and Planning</b>                                  |                                 |              |              |                                 |
| Governance & Control Environment                                |                                 | M            | M            |                                 |
| Budget Development, Administration, and Fund Balance Management |                                 | M            | M            |                                 |
| <b>Accounting and Reporting</b>                                 |                                 |              |              |                                 |
| Financial Accounting and Reporting                              |                                 | M            | M            |                                 |
| Auditing  |                                 | M            | M            |                                 |
| <b>Revenue and Cash Management</b>                              |                                 |              |              |                                 |
| Revenue Management  |                                 | M            | M            |                                 |
| Billings, Collections and Posting of Receipts                   | 06/04/19                        | L            | L            |                                 |
| Cash and Investments Management                                 | 06/04/19                        | L            | L            |                                 |
| Bank Reconciliations  | 06/04/19                        | L            | L            |                                 |
| <b>Payroll</b>  |                                 |              |              |                                 |
| Payroll Accounting and Reporting                                | 12/02/15                        | M            | M            |                                 |
| Tax Filings and Reconciliations                                 | 12/02/15                        | M            | M            |                                 |
| Payroll Distribution  | 12/02/15                        | M            | M            |                                 |
| <b>Human Resources</b>  |                                 |              |              |                                 |
| Employment Recruitment and Hiring                               | 06/12/18                        | L            | (1) M        |                                 |
| Employee Administration and Separation                          | 06/12/18                        | L            | (1) M        |                                 |
| Employee Attendance   | 12/07/23                        | M            | L            |                                 |
| <b>Benefits</b>   |                                 |              |              |                                 |
| Administration  | 06/20/14                        | M            | M            |                                 |
| Payments and Cost Sharing                                       | 06/20/14                        | M            | M            |                                 |
| <b>Purchasing and Related Expenditures</b>                      |                                 |              |              |                                 |
| Purchasing System and Process                                   | 10/06/20                        | L            | L            |                                 |
| Payment Process   | 10/06/20                        | L            | L            |                                 |
| Credit Cards  | 10/06/20                        | L            | L            |                                 |
| <b>Grants and Special Education</b>                             |                                 |              |              |                                 |
| General Processing/Monitoring                                   |                                 | M            | M            |                                 |
| Special Education - Financial Operations                        | 01/06/12                        | M            | M            |                                 |
| Special Education - STAC/AVL Forms                              | 12/07/23                        | M            | L            |                                 |

\* Indicates the issuance date of an agreed-upon procedures (AUP) or detailed testing (DT) report related to that area.

(1) The change from low to moderate risk is based on the passage of time since detailed testing was performed.

# DRAFT Risk Assessment Update Report - sent to Audit Committee

## WEST ISLIP UNION FREE SCHOOL DISTRICT

### Risk Assessment Table (Continued)

Date: 2024

(L=Low, M=Moderate, H=High)

| Business Process Area                    | Date of Detailed Testing* | Control Risk |              | Proposed Detailed Testing |
|--|---------------------------|--------------|--------------|---------------------------|
|  |                           | Prior Year   | Current Year |                           |
| <b>Facilities and Capital Projects</b>   |                           |              |              |                           |
| Facilities Maintenance & Operations      | 06/15/17                  | M            | M            |                           |
| Capital Projects                         | 06/12/18                  | L            | (1) M        |                           |
| Use of Facilities                        | 06/12/18                  | L            | (1) M        |                           |
| <b>Capital Assets</b>                    |                           |              |              |                           |
| Acquisition and Disposal                 |                           | M            | M            |                           |
| Maintenance and Inventories              |                           | M            | M            |                           |
| <b>Food Services</b>                     |                           |              |              |                           |
| Sales Cycle and System                   | 12/XX/24                  | M            | M            |                           |
| Purchasing and Inventory                 | 12/XX/24                  | M            | M            |                           |
| Federal and State Reimbursements         | 12/XX/24                  | M            | M            |                           |
| Free and Reduced Lunch                   | 12/XX/24                  | M            | M            |                           |
| <b>Extracurricular Activity Funds</b>    |                           |              |              |                           |
| General Controls and Administration      | 06/22/21                  | L            | L            |                           |
| Cash Receipts                            | 06/22/21                  | L            | L            |                           |
| Cash Disbursements                       | 06/22/21                  | L            | L            |                           |
| Vocal Motion Club                        | 11/23/10                  | M            | M            |                           |
| <b>Information Technology</b>            |                           |              |              |                           |
| Governance                               | 11/18/22                  | L            | L            |                           |
| Network Security                         | 11/18/22                  | L            | L            |                           |
| Financial Application Security           | 11/18/22                  | L            | L            |                           |
| Disaster Recovery                        | 11/18/22                  | L            | L            |                           |
| <b>Student Related Data and Services</b> |                           |              |              |                           |
| Student Attendance Data                  |                           | M            | M            |                           |
| Student Performance Data                 |                           | M            | M            |                           |
| Student Transportation                   |                           | M            | M            |                           |
| Student Safety and Security              |                           | M            | M            |                           |

\* Indicates the issuance date of an agreed-upon procedures (AUP) or detailed testing (DT) report related to that area.  
 (1) The change from low to moderate risk is based on the passage of time since detailed testing was performed.

# DRAFT Risk Assessment Update Report - sent to Audit Committee

WEST ISLIP UNION FREE SCHOOL DISTRICT

Risk Assessment Update Report

Date 2024

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## **KEY CHANGES FROM THE PRIOR YEAR'S RISK ASSESSMENT RELATED TO POLICIES, PROCEDURES, AND/OR CONTROLS (as of our fieldwork conducted during November 2024)**

### **Governance and Planning**

#### **Board and Personnel Changes**

- There were several key personnel changes at the District since the prior year, including the High School Principal, Beach Street Middle School Principal, District Clerk, Deputy District Treasurer, Extraclassroom Activity Fund Central Treasurer, Assistant to the Assistant Superintendent for Business, and the Senior Account Clerk in the Special Education Department.

#### **Policy Update**

- The District contracted with the New York State School Boards Association (NYSSBA) to provide policy templates as part of the review of Board policies and to revise or add policies as necessary, including workplace violence. The District has completed the review of the 2000 and 3000 series.

#### **Workplace Violence Prevention Compliance**

- The District complied with the New York State Department of Labor (NYSDOL) expansion of the Workplace Violence Prevention Law (Section 27-b of Labor Law) to elementary and secondary public education facilities. The District completed a required workplace violence policy statement, risk evaluation, and prevention program.

#### **Audit Committee and Corrective Action Plans**

- The District has an active Audit Committee that meets with the auditors, as required, and prepares the Board-approved Corrective Action Plans as per Commissioner of Education Regulation §170.12(e)(4).

### **Accounting and Reporting**

#### **General Fund Surplus**

- The General Fund operated at a surplus of \$42,952 for the year ended June 30, 2024. This resulted in an increase of the total General Fund's fund balance from \$28,476,929 to \$28,519,881, reflecting excess revenues over expenditures of \$931,785, exceeding the total financing sources and uses of (\$888,833).

### **Human Resources (HR)**

#### **Implementation of Frontline Central System**

- The District has implemented the use of the Frontline Central system to facilitate the electronic submission of documents from new substitute teachers during the onboarding process, with plans to expand the use of the system to include all new hires during the 2024-25 year.

#### **Internal Audit Follow-up**

- The District has actively addressed the recommendations from Cullen & Danowski's *Internal Audit Report on Detailed Testing* dated December 7, 2023, related to staff attendance (refer to the status of recommendations below).

### **Grants and Special Education**

#### **Internal Audit Follow-up**

- The District has actively addressed the recommendations from Cullen & Danowski's *Internal Audit Report on Detailed Testing* dated December 7, 2023, related to System to Track and Account for Children (STAC) and Automated Verification Listing (AVL) forms (refer to the status of recommendations below).



# DRAFT Risk Assessment Update Report - sent to Audit Committee

## WEST ISLIP UNION FREE SCHOOL DISTRICT Risk Assessment Update Report (Continued)

Date, 2024

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### Facilities and Capital Projects

#### **Capital Bond Approval and Projects**

- On January 23, 2024, the District's voters approved a bond referendum in the amount of \$13.9M to cover renovations to the District's indoor swimming pool facility located in the High School.
- The District has continued with projects related to the voter-approved \$50 million bond, which includes enhancements to infrastructure, safety, and technology, and several projects using the Capital Reserve funds.

### Food Services

#### **School Food Service Surplus**

- The School Food Service Fund operated at a surplus of \$161,864 for the year ended June 30, 2024, which increased the total fund balance from \$1,259,852 to \$1,421,716. This amount of fund balance in the school food service fund exceeded the six-month average expenditure level allowable by federal regulations 7CFR Part 210.14(b). We understand that the District has designated various projects at the cafeterias to reduce the fund balance to an allowable level.

#### **Internal Audit Follow-up**

- Refer to Cullen & Danowski's *Internal Audit Report on Detailed Testing* dated December 12, 2024 related to food services for information about the detailed review of this area.

### Information Technology (IT)

#### **Staff Training and Awareness**

- The District continues to require all staff to complete training courses related to safe internet use which includes awareness of phishing scams and Education Law 2D.

#### **Strengthened Protocols and IT Enhancements**

- The District has strengthened protocols regarding access to programs by implementing Multi-Factor Authentication (MFA), which is an electronic method in which a user is granted access only after successfully presenting two or more pieces of evidence to access the application.
- The Information Technology Department has made enhancements to the District's infrastructure, including updating the firewall system and engaging a third-party service to actively monitor network traffic.

### Student Safety and Security

#### **Safety and Security Training and Enhancements**

- The District continued to provide the staff with additional safety and security-related training.
- There have been enhancements related to safety and security at the District which includes the installation of license plate reader cameras and additional exterior surveillance cameras throughout the District.

#### **School Safety Plan Compliance**

- The District complied with the New York State Education Department (NYSED) expansion of the School Safety Plan requirements (Section 155.17 of the Regulations of the Commissioner of Education). Protocols are in place to notify parents one week in advance of any upcoming lockdown drill as required.

# DRAFT Risk Assessment Update Report - sent to Audit Committee

## WEST ISLIP UNION FREE SCHOOL DISTRICT Risk Assessment Update Report (Continued)

Date 2024

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### CURRENT OBSERVATIONS AND RECOMMENDATIONS

None.

### STATUS OF PRIOR OBSERVATIONS AND RECOMMENDATIONS (OPEN ITEMS)

None.

### STATUS OF PRIOR OBSERVATIONS AND RECOMMENDATIONS (CLOSED ITEMS)

#### **HUMAN RESOURCES**

##### **Employee Attendance – Accuracy of Data Entries and Updating of Forms**

###### Detailed Testing – 2022-23

We recommended that the District continue with efforts to ensure that employee attendance is recorded accurately in both the nVision and Timepiece systems. In addition, ensure any preapproval forms are notated when an employee does not actually take that day off or the date of the absence changes.

*Risk Assessment Update – 2024-25 (This item is now closed)*

*We found that the District has implemented the use of the Frontline Absence Management system to facilitate the request and approval process related to employee absence requests. In addition, we found that the District has implemented procedures to ensure the attendance data is updated in the systems accordingly.*

##### **Employee Attendance – Timely Submission of Absence Request Forms**

###### Detailed Testing – 2022-23

We recommended that the District continue with its efforts to ensure that Prior Approval Request for Absence Forms are submitted by employees at least 2 weeks prior to the date of an absence as per the District's protocols.

*Risk Assessment Update – 2024-25 (This item is now closed)*

*As previously noted, we found that the District has implemented the use of the Frontline Absence Management system to facilitate the request and approval process related to employee absence requests.*

##### **Employee Attendance – Employee Sign-Off of Absence Request Forms**

###### Detailed Testing – 2022-23

We recommended that the District establish procedures to ensure compliance with employees signing-off on their Prior Approval Request for Absence Forms when requesting future absences using their benefit time.

*Risk Assessment Update – 2024-25 (This item is now closed)*

*As previously noted, we found that the District has implemented the use of the Frontline Absence Management system to facilitate the request and approval process related to employee absence requests.*

# DRAFT Risk Assessment Update Report - sent to Audit Committee

## WEST ISLIP UNION FREE SCHOOL DISTRICT Risk Assessment Update Report (Continued) Date, 2024

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### **Employee Attendance – Absence and Substitute Management System**

#### **Detailed Testing – 2022-23**

We recommended that the District perform a cost-benefit analysis related to investigating the feasibility and functionality of utilizing an alternative absence and substitute management system to facilitate the District's processes related to substitute assignments, employee absences, and employee absence requests to increase efficiencies related to these processes.

#### **Risk Assessment Update – 2024-25 (This item is now closed)**

*We found that the District has implemented the use of the Frontline Absence Management system to facilitate the processes related to substitute assignments, employee absences, and employee absence requests.*

### **Employee Attendance – Employee Confirmation of nVision Attendance Data**

#### **Detailed Testing – 2022-23**

We recommended that the District standardize the procedures related to confirming employee absences for both instructional and non-instructional employees by requiring all employees to periodically sign-off on an nVision attendance report. We also recommended that the District consider discontinuing the use of Report Of Absence forms, since this process is redundant and inefficient with the implementation of this recommendation.

#### **Risk Assessment Update – 2024-25 (This item is now closed)**

*We found that the District has moved to an electronic attendance system (i.e., Frontline Absence Management) during the 2024-25 school year that facilitates the tracking and monitoring of employee absences. The District has discontinued the use of Report Of Absence forms as a result of implementing this new system.*

### **Employee Attendance – Review of Annual Rollover of Benefit Time**

#### **Detailed Testing – 2022-23**

We recommended that the District strengthen the process related to the annual rollover of benefit time by assigning an administrator to review these records to ensure accuracy and completeness. We also recommended developing procedures to have the administrator sign-off on these reports to memorialize their review.

#### **Risk Assessment Update – 2024-25 (This item is now closed)**

*We found that the District has strengthened the process related to the annual rollover of benefit time by assigning the Assistant Superintendent for Human Resources the responsibility to review these records to ensure accuracy and completeness and sign-off on these documents to memorialize their review. In addition, the implementation of the new Frontline Absence Management system provides efficiencies with the annual rollover process.*

# DRAFT Risk Assessment Update Report - sent to Audit Committee

## WEST ISLIP UNION FREE SCHOOL DISTRICT Risk Assessment Update Report (Continued) Date 2024

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### **PURCHASING AND RELATED EXPENDITURES**

#### **Purchasing System and Process – Vendor W-9 Forms**

##### **Risk Assessment Update – 2023-24**

We recommended that the District consider maintaining electronic copies of the vendor W-9 forms in the nVision system instead of maintaining hard copies of these forms.

##### **Risk Assessment Update – 2024-25 (This item is now closed)**

*We found that the District is now maintaining the vendor W-9 forms electronically in the nVision system.*

### **GRANTS AND SPECIAL EDUCATION**

#### **STAC/AVL Forms – Submission of Revised AVL Forms**

##### **Detailed Testing – 2022-23**

We recommended that the District assess the variances between the submitted AVL forms and the recalculated amounts to consider obtaining additional state aid by submitting revised AVL forms to the NYSED.

##### **Risk Assessment Update – 2024-25 (This item is now closed)**

*We found that the District has revised the AVL forms based on the recalculated amounts and submitted the forms to the NYSED to obtain additional state aid. The District has also enhanced the STAV/AVL processes by assigning the responsibility of preparing the STAC worksheet to the Business and Operations Administrator.*

#### **STAC/AVL Forms – Modify STAC Worksheet for Salary and Benefit Costs**

##### **Detailed Testing – 2022-23**

We recommended that the District modify the STAC worksheet used to compute salary and benefit costs by including other insurance costs for employees, using the appropriate retirement rate for Teacher Aides, using only the District's share of insurance premiums for the appropriate time periods, including the District's costs related to Medicare, and ensure that the calculation used for Social Security costs take into account the wage base limit (e.g., \$160,200 in 2023; \$147,000 in 2022; and \$142,800 in 2021).

##### **Risk Assessment Update – 2024-25 (This item is now closed)**

*We found that the District has revised the STAC worksheet used to compute salary and benefits costs for the items noted above.*

**DRAFT Risk Assessment Update Report - sent to Audit Committee**

**West Islip UFSD**  
**CORRECTIVE ACTION PLAN**  
**Related to Agreed-Upon Procedures Report 2023-24**

**FOOD SERVICE**

**Recommendations:**

We recommend that the District consider implementing the following items to further improve internal controls and operational efficiencies related to the food service operation:

1. Reduce Fund Balance – Continue with efforts following the plan to reduce the District’s fund balance in the food service fund below the allowable level of three months of the average expenditures in compliance with federal regulations 7CFR Part 210.14(b). Although the District has a plan to address the excess, we recommend that the Business Office continue to monitor the fund balance, since the food service program had positive financial results in the past three years resulting in a sizable amount of fund balance.

**District Corrective Action Plan**

The District will continue to follow its established plans to reduce fund balance. These plans include a major renovation to the kitchen at Beach Street Middle School kitchen totaling \$750,000. The District also plans to replace largescale dishwashing equipment at West Islip High School and Udall Road Middle School, totaling \$450,000. These renovation plans have been in place since 2022, but the start of the project was delayed due to timing of approvals from New York State Education Department (NYSED). Approvals from NYSED for all renovation plans have now been obtained. These projects are scheduled to begin June 2025.

2. Additional Time Report Approvals – Establish procedures to have the School Lunch Manager and the Assistant Cook at each building sign-off on the Additional Time Report forms to memorialize the preparation and preapproval of additional time.

**District Corrective Action Plan**

The school lunch manager updated the department’s formal procedures related to the signoff of Additional Time Reports in September 2024. All “additional time” (i.e. overtime) worked by food service staff must first be pre-approved via email by the school lunch manager. These extra hours will then be recorded on the Additional Time Reports by the assistant cook at each building. The assistant cook will sign off on the Additional Time Reports and will attach a copy of the school lunch manager’s pre-approval email before submitting to the food service office.

The school lunch manager will ensure that office clerical staff review the Additional Time Report for completeness and accuracy in relation to the documented pre-approval. Office clerical staff will return Additional Time Reports to school kitchens for review and correction if any discrepancies or omissions are identified. The school lunch manager will provide final signoff on these forms. The school lunch manager will issue formal notices to food service staff who consistently fail to adhere to established/required procedures. The school lunch manager trained assistant cooks and office clerical staff on these new procedures.

3. Substitute Time Sheet Approvals – Develop procedures to ensure compliance with the Assistant Cook at each building signing-off on the weekly Substitute Time Sheets as required by District procedures.

**District Corrective Action Plan**

The school lunch manager conducted retraining sessions for assistant cooks and office clerical staff on required procedures in September 2024. These training sessions provided guidance on the proper process for signing off on timesheets. The school lunch manager will ensure that office clerical staff return substitute time sheets to school kitchens for review and correction if any discrepancies or omissions are identified. The school lunch manager will provide final signoff on these forms. The school lunch manager will issue formal notices to staff who consistently fail to adhere to established/required procedures.

4. Safeguarding and Verification of Starting Cash – Establish procedures to ensure that the starting cash for the registers is properly safeguarded when the registers are closed and that the amounts are verified at the start and end of each shift.

**District Corrective Action Plan**

The school lunch manager revised the department's formal procedures for preparing bank deposits to ensure that starting cash is counted at both the beginning and end of each shift. Updated procedures now require that starting cash be secured in a designated and secure location at the end of each shift. The school lunch manager trained all staff on these new procedures in September 2024.

5. Documentation to Support Receipts – Develop procedures to ensure the documentation to support the daily cash receipts from the buildings is properly completed as required by District procedures.

**District Corrective Action Plan**

The school lunch manager updated procedures to ensure that daily cash reports and cash receipts are completed correctly in September 2024. The school lunch manager conducted training sessions for all staff on required procedures in September 2024. The school lunch manager will ensure that office clerical staff review all forms for errors and return forms to school kitchens for review and correction if any discrepancies or omissions are identified. The school lunch manager will issue formal notice to food service staff who consistently fail to adhere to required procedures.