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**HEWLETT-WOODMERE UNION FREE SCHOOL DISTRICT
1 Johnson Place, Rm. 308
Woodmere, New York 11598**

**SPECIAL EDUCATION: NON-RESIDENT STUDENT TUTION
AGREEMENT**

AGREEMENT made by and between the Board of Education of the Hewlett-Woodmere Union Free School District, having its principal office at One Johnson Place, Woodmere, NY 11598 (hereinafter called the "Receiving School District") and the Board of Education of the Malverne Union Free School District Thirteen, having its principal office at 301 Wicks Lane, Malverne, New York 11565 (hereinafter called the "Sending School District").

WITNESSETH:

WHEREAS, the Sending School District is authorized under the Education Law to contract with other public school districts within the State of New York for the instruction of students with disabilities and has determined that the Receiving School District's Program at the Hewlett-Woodmere Union Free School District ("Program") is appropriate for the student; and

WHEREAS, the Receiving School District is a public school district within the State of New York authorized to provide special education and related services to students with disabilities;

NOW, THEREFORE, the parties mutually agree as follows:

A. TERM:

1. The Sending School District hereby agrees to place, and the Receiving School District agrees to accept, the student(s) listed on the attached "Confidential Schedule A" in an appropriate program of the Receiving School District for the 2014-2015 school year. The term of this Agreement shall be from 09/01/2014 through 06/30/2015, inclusive, unless earlier terminated as provided in this Agreement.

B. COMPENSATION:

1. The Sending School District agrees to pay nonresident tuition to the Receiving School District for each student receiving services pursuant to this Agreement an amount for tuition charged based on either the Receiving School District's actual costs to educate the student(s) or on the tuition formula set forth in §174.2 of the Commissioner's Regulations. The tuition shall not exceed the maximum level imposed by §174.2.
2. School District shall submit a written invoice to the Sending School District which references the time period for which payment is being requested and includes a breakdown of the total amount due for the period specified.
3. The Sending School District shall pay the Receiving School District within thirty (30) days of receipt of each invoice by the Sending School District.

C. SERVICES AND RESPONSIBILITIES:

1. The Receiving School District shall provide the services as set forth in each student's Individualized Education Program (IEP). The Sending School District shall obtain and provide to the Receiving School District such releases, prescriptions and/or other legal documents as necessary for the Receiving School District to provide such services and to fulfill its obligations under this Agreement. The Sending School District shall provide prompt written notice to the Receiving School District of any modification of a student's IEP.
2. The Sending School District shall give written notice to the Receiving School District if a student(s) is to be added or deleted from the Confidential Schedule A. Such notice shall be given thirty days in advance or as soon as the Sending School District becomes aware of the student terminating attendance in the Receiving School District's program. In the event that a student(s) is/are added or deleted during the term of this Agreement, the payment amount owed by the Sending School District shall be adjusted accordingly.
3. The Receiving School District shall perform all services under this Agreement in accordance with all applicable Federal, State and local laws, rules, and regulations, as well as established policy guidance from the New York State Education Department, including but not limited to the maintenance of the student's pendency rights, if and when such rights are properly asserted.
4. The Receiving School District agrees to report to the Sending School District on the progress of the student as requested and as set forth in

the student's IEP. The Receiving School District agrees to permit a representative or representatives of the Committee on Special Education of the Sending School District to visit the program in which the student is enrolled upon reasonable prior written notice.

5. The Receiving School District shall make qualified personnel available to participate in meetings of the Sending School District's Committee on Special Education (CSE), where appropriate, upon reasonable prior notice to the Receiving School District of such meetings.
6. The Receiving School District shall comply with the provisions of the Safe Schools Against Violence in Education (SAVE) Act including background checks and fingerprinting of all staff directly providing services to students.
7. In the event that the parent or person in parental relation to a student(s) receiving services pursuant to this Agreement files a request for an impartial hearing or administrative complaint or initiates litigation in connection with such services, the Receiving School District shall promptly give written notice of same to the Sending School District.
8. Both parties acknowledge 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, where applicable. If at any time during the course of this Agreement it is determined by agreement of both parties or an entity with appropriate jurisdiction that either district is considered a "covered entity" as defined by HIPAA, the Sending District and Receiving School agree to enter into a Business Associate Agreement to ensure compliance with the Standards for Privacy of Individually Identifiable Health Information pursuant to HIPAA.
9. Both parties acknowledge and agree to comply with all laws, rules and/or regulations as applicable and pertaining to the confidentiality of information obtained, transmitted, reviewed, generated, requested, provided, maintained and/or otherwise utilized in connection with this Agreement. This shall include but not be limited to the requirements of the Individuals with Disabilities Education Act ("IDEA"), the Family Educational Rights and Privacy Act ("FERPA") and any concurrent Federal and/or State law, rule and/or regulation. The Receiving School agrees that it will not disclose confidential information to third parties except as provided for and necessitated under this Agreement. This provision will survive the termination of this Agreement.

D. REPRESENTATIONS:

1. The Receiving School District represents that services under this Agreement shall be provided by qualified individuals of good character and in good professional standing. The Receiving School District represents that no individuals providing services under this Agreement are currently charges, nor in the past have been charged with any relevant criminal or professional misconduct or incompetence.
2. In the event that the required license/certification of any agent or employee of the Receiving School District providing services under this Agreement is revoked, terminated, suspended, or otherwise impaired, the Receiving School District shall immediately notify the Sending School District in accordance with the requirements for all notices pursuant to this Agreement set forth below.
3. Nothing contained herein, shall serve to transfer responsibilities for the student from the Sending School District to the Receiving School District of offering a free appropriate public education except for the provision of the particular special education services contracted herein.

E.. CONDITIONS:

1. 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.
2. Receiving School District agrees to defend, indemnify and hold harmless the Sending School District, its officers, directors, agents, or employees against all claims, demands, actions, lawsuits, costs, damages and expenses, including attorney fees, judgments, fines and amounts arising from any willful act, omission, error, recklessness or negligence of the Receiving School District, its officers, directors, agents or employees in connection with the performance of services pursuant to this Agreement. This indemnity shall survive the termination of this Agreement.
3. Sending School District agrees to defend, indemnify and hold harmless the Receiving School District, its officers, directors, agents, or employees against all claims, demands, actions, lawsuits, costs, damages and expenses, including attorney fees, judgments, fines and amounts arising from any willful act, omission, error, recklessness or negligence of the Sending School District, its officers, directors, agents or employees in connection with the performance of services pursuant

to this Agreement. This indemnity shall survive the termination of this Agreement.

F. TERMINATION:

1. Either the Sending School District or the Receiving School District may terminate this Agreement upon thirty (30) days prior written notice to the other party, subject to any asserted pendency rights. Such notice shall be given in accordance with the requirements for all notices pursuant to this Agreement set forth below.
2. The parties agree that either party's failure to comply with any terms or conditions of this Agreement will provide a basis for the other party to immediately terminate this Agreement without any further liability to the party, which violated the Agreement.
3. In the event the Sending School District or the Receiving School 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.
4. In the event the Sending School District's CSE changes the student's program or placement recommendation, the Receiving School District shall be entitled to a pro rata share of tuition through and including the final date of the student's attendance in the Program or the last day noticed, whichever is later.

G. NOTICES:

1. All notices 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 the Sending District: Malverne Union Free School District Thirteen
301 Wicks Lane, Malverne, NY 11565

To the Receiving District: Hewlett-Woodmere Union Free School District
One Johnson Place, Woodmere, NY 11598

H. GENERAL:

1. It is expressly understood that this Agreement shall not be assigned or transferred without prior written consent of the other party.
2. 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.
3. Should any provision of this Agreement, for any reason, be declared invalid and/or unenforceable, such decision shall not affect the validity of the remaining provisions of this Agreement. Such remaining provisions shall remain in full force and effect as if this Agreement had been executed with the invalid provisions(s) eliminated.
4. 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.
5. This Agreement, along with the attached "Schedule A," is the complete and exclusive statement of the Agreement between the parties, and supersedes all prior or contemporaneous, oral or written: proposals, understandings, representations, conditions or covenants between the parties relating to the subject matter of the Agreement.
6. This Agreement may not be changed orally, but only by an agreement, in writing, signed by authorized representatives of both parties.

Malverne UFSD Thirteen
Sending School District

Hewlett-Woodmere UFSD
Receiving School District

By:
President, Board of Education

By:
President, Board of Education

Date

Date