

AGREEMENT FOR THE EDUCATION OF A CHILD WITH A  
HANDICAPPING CONDITION IN ACCORDANCE WITH THE NEW YORK  
STATE EDUCATIONAL LAW Section 4404 (2B)

This Agreement made this 21 day of June, between Malverne UFSD, Howard T. Herber Middle School Building, Malverne, New York, hereinafter referred to as the "District" and having its principal offices located 75 Ocean Avenue, Malverne, NY 11565 and Martin de Porres School, hereinafter referred to as the "School" having its principal offices located at 621 Elmont Road Building B, Elmont, New York, 11003.

WHEREAS: The District is authorized by the laws of the State of New York, to contract with approved non-public educational facilities within the State of New York when a public facility for the instruction of certain children is not available because of the unusual type of developmental disability or combination of developmental disabilities of these children and;

WHEREAS: The School is a registered non-public school chartered by the Board of Regents of the University of the State of New York as a non-profit educational corporation authorized to establish, conduct, operate, and maintain an educational program for children with disabilities;

Now, therefore, the parties mutually agree as follows:

**A. TERM**

The term of this Agreement shall be from July 1, 2022 through June 30, 2023 for the 2022/2023 school year, unless terminated early as provided for in this Agreement.

**B. SERVICES AND RESPONSIBILITIES:**

1. The School will provide adequate instruction for the students listed on the attached Schedule "A" hereby approved the District to receive services from the School in accordance with the provisions relating to the eligibility of schools contained in Section 200 of the Regulations of the Commissioner of Education of the State of New York herein referred to as the "Commissioner, which is hereby deemed a part of this Agreement.
2. The District shall obtain whatever releases are necessary in order that it may render full and complete reports concerning the education and progress of the child or children covered by the terms of this Agreement. The School will render such reports to the District at any time covered by the terms of this Agreement.
3. The School will maintain its status as an approved school for the education of children with developmental disabilities. It is understood and agreed by the parties that failure to do so shall render this Agreement void, in which case the School shall be entitled to no compensation for the portion of the year in which such approval ceased to be maintained.
4. The School shall be subject to visitation of the District and its designated representatives during regular school hours with adequate notice by the District.

5. The School hereby agrees to furnish to the District all necessary documentation to the District so it can ascertain/confirm the School's eligibility under the provisions of the Regulation of the Commissioner of Education of The State of New York.
6. Part of the School's function is to provide placement services of consultants who shall be free to exercise their own professional discretion as to the means and manner in which these services shall be made in accordance with currently approved methods and practices of their profession. The relationship of any consultant placed under this Agreement shall be that of independent contractor, as shall be the relationship of the School to the District
7. If subject to Project SAVE, the School understands and agrees it is responsible for complying with all applicable federal, state and local laws and regulations, including the New York State Safe Schools Against Violence in Education (SAVE) legislation, including but not limited to, fingerprinting clearance of all consultants.
8. Each party will indemnify and hold the other harmless from all liabilities and damages, including attorney's fees, arising from its own negligence under this Agreement.
9. Both parties agree to maintain proper and adequate, professional liability and workers' compensation insurance. The District agrees to maintain proper property and casualty insurance to cover the location at which Martin De Porres School is performing services. Proof of insurance must be submitted to either party at the other's written request.

C. COMPENSATION:

1. The School shall be entitled to recover tuition from the District for each student receiving services pursuant to this Agreement in accordance with the tuition rate established by the Commissioner of Education, for the State of New York.
2. Payments shall be made in the following sequence for each developmentally disabled student served. Each month, the School shall submit to the District at its above mailing address, an invoice showing the name(s) of the student(s) enrolled from the district and the dates of attendance covered by the invoice.
3. Any adjustments in the tuition rates that are approved by the commissioner of Education of the State of New York shall be applied to the next and subsequent invoices following receipt by the School of such determination from the Commissioner. The first adjusted invoice shall include documentation from the Commissioner of Education of the change in tuition rate. The adjusted rate shall be applied retroactively.
4. The District shall pay the School with thirty (30) days of receipt of each invoice.

5. The District shall give the School notice of any disputes within twenty (20) days of its receipt of the invoice.

D. TERMINATION:

1. Either the District or the School 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.
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 District or the School 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.

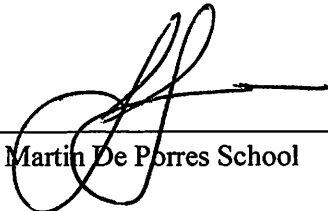
IN WITNESS WHEREOF, the parties have executed this Agreement the days and year first above written.

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

By: \_\_\_\_\_  
School District / Board of Education (signature)

\_\_\_\_\_  
(PRINT NAME)

Date: 6/21/22

By:  Ex. Director  
Martin De Porres School

JOSEPH TRAINOR  
EXECUTIVE DIRECTOR