

**SPECIAL EDUCATION SERVICES CONTRACT**

This Agreement is entered into this \_\_\_\_ day of \_\_\_\_\_, 2022 by and between the Board of Education of the Malverne Union Free School District, having its principal office at 301 Wicks Lane, Malverne, NY 11565 (the "Sending School District") and the Board of Education of the Long Beach City School District, having its principal office at 235 Lido Blvd., Lido Beach, New York 11561 (the "Receiving 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 educational program is appropriate for the student(s) identified herein; 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; and

WHEREAS, the Sending School District desires to contract with the Receiving School District to provide special education instruction to the student identified in the attached Exhibit A ("Student"), for whom the Sending School District has legal responsibility for providing a free appropriate public education;

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" for the 2022-2023 school year. The term of this Agreement shall be from September 1, 2022 through June 30, 2023, inclusive, unless earlier terminated as provided in this Agreement.

B. COMPENSATION:

In performing services specified in this Agreement, it is understood that:

1. The Sending School District agrees to pay nonresident tuition to the Receiving School District at the annual rate of \$91,251 (based on 2021-2022 estimated tuition rate set by SED), which includes basic instruction and additional/related services. The total nonresident tuition amount due and payable to the Receiving School District for services rendered to the Student during the term of this Agreement shall be \$91,251, payable in equal monthly

installments upon receipt of a written invoice from the Receiving School District.

2. If the Receiving School District's tuition rates are modified by the State Education Department, the parties shall adjust tuition payments so that the District will have paid in accordance with the approved rates applicable to the 2022-2023 school year.
3. The Receiving 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 breakdown of the total amount due for the period specified.
4. 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 set forth in the 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 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 the Student's IEP.
2. 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.
3. The Receiving District agrees to report to the Sending School District on the progress of the Student as reasonably 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.
4. The Receiving District shall make qualified personnel available to participate in meetings of the Sending District's Committee on Special Education (CSE), where appropriate, upon reasonable prior notice to the Receiving School District of such meetings.

5. The Receiving District shall comply with the 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.
6. 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 Individual 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 the Agreement. This provision will survive the termination of this Agreement.
7. Transportation to and from the Receiving School District shall be solely the Sending School District's responsibility.

D. REPRESENTATIONS:

1. Each party represents and warrants to the other party that this Agreement has been duly authorized, executed and delivered and that the performance of its obligations under this Agreement do not conflict with any order, law, rule of regulation of any Agreement or understanding by which such party is bound.
2. 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 attorneys fees, judgments, fines and amounts arising from any willful act, omission, error, recklessness or negligence of the Receiving School District, its officers, directors, agents of employees in connection with the performance of services pursuant to this Agreement. The 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 attorneys 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. Such notice shall be given in accordance with the requirements for all notices pursuant to this Agreement set forth below. In addition, the Receiving School District reserves the right to institute disciplinary procedures and suspend or remove the Student in accordance with its code of conduct and other applicable policies or regulations. In such event, the Receiving School District shall notify the Sending School District of such discipline and, where deemed necessary by the Receiving School District, shall refer the student back to the Sending School District, which shall be solely responsible for finding an appropriate alternate placement or change of placement.
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 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 Sending District:  
Pupil Personnel Office  
301 Wicks Lane  
Malverne, New York 11565

To Receiving District:  
Dr. Sabrina Brancaccio, Executive Director of Pupil Services  
Long Beach School District  
235 Lido Boulevard  
Long Beach, New York 11561

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 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.
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: agreements, 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.

**SENDING DISTRICT**

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

President, Board of Education

Date \_\_\_\_\_

**RECEIVING DISTRICT**

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

Superintendent of Schools

Date

9/18/22