

SPECIAL EDUCATION SERVICES CONTRACT
(2022-2023)

This Agreement is entered into this 1st day of July 2022 by and between the Bellmore-Merrick Central High School District, having its principal office at 1260 Meadowbrook Road, North Merrick, NY, 11566 (hereinafter called the "Receiving School District") and the Board of Education of the Malverne Union Free School District, having its principal office at 301 Wicks Lane, Malverne, NY 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 in those situations where the Sending School District is unable to provide for the education of such students with disabilities in special classes in the schools of the Sending School District; 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 term of this Agreement shall be from July 1, 2022 through June 30, 2023 inclusive, unless terminated early as provided for in this Agreement. It is understood that the Sending School District is under no obligation to renew this Agreement upon its expiration.

B. CONDITIONS:

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

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. The 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, 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.

3. The 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. The obligations pursuant to this provision shall survive the termination of this Agreement

C. SERVICES AND RESPONSIBILITIES:

1. The Receiving School District shall provide the services set forth in the IEP of the student(s) listed on the attached "Confidential Schedule A," incorporated by reference herein and made a part of this Agreement.
 - a. A student(s) may be added or deleted from the attached Schedule "A" at any time during the school term. In such an event, the payment amount owed by the Sending School District shall be adjusted accordingly. Enrollment for any period less than one (1) month shall be prorated. Any overpayments will be reimbursed by the Receiving School District to the Sending School District.
2. The services provided by the Receiving School District to the students under this Agreement shall be in accordance with each student's Individualized Education Program (IEP), as it may be modified from time to time. Prompt written notice shall be given by the Sending School District to the Receiving School District upon any modification of a student's IEP.
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.
4. The Receiving School District shall provide all services pursuant to this Agreement in a competent, professional, and timely manner.
5. The Receiving School District shall make relevant 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, but not limited to background checks and fingerprinting of all staff directly providing services to students. If requested, the Receiving School District shall provide the Sending School District with the proof of clearance for employment from the New York State Education Department.

7. The Sending School District shall obtain whatever releases, prescriptions, or other legal documents that are necessary for the Receiving School District to provide services pursuant to this Agreement and to render full reports concerning the education and progress of the student(s) to the Sending School District at the same time that such reports are made to the parent(s) of student(s) covered by the terms of this Agreement.
8. The Receiving School District hereby agrees to furnish to the State all reports, audits, etc. required to make determinations as to the eligibility under the provisions of the Regulations of the Commissioner of Education. Such materials shall be furnished at such times as are required by the State. Failure to submit required materials within ten (10) days of demand or as required by regulations shall constitute grounds for the Sending School District to terminate this Agreement. The Receiving School District agrees to provide the State access to all relevant records which the State requires to determine either the Receiving School District's or the Sending School District's compliance with applicable Federal or State statutes or regulations with the effect of law, which regulate either the execution of the Agreement or the performance of obligations under the Agreement. The Receiving School District agrees to retain all materials and records relevant to the execution or performance of the Agreement in accordance with the provision of section 74.21 of volume 34 of the Code of Federal Regulations, but in no event less than six (6) years from the date of this Agreement.
9. The Sending School District shall have the right to examine any or all records or accounts maintained by the Receiving School District in connection with this Agreement.
10. Upon reasonable prior written notice, the Receiving School District shall be subject to visitation by the Sending School District and/or its designated representatives during the normal business hours of the Receiving School District.
11. The Receiving School District shall be subject to the visitation of the Commissioner of Education or their designated representatives.
12. 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 the same to the Sending School District.
13. The Receiving School District agrees that all disciplinary measures for disabled students will be conducted in accordance with applicable Federal, State, and local laws, rules, and regulations.
14. The Sending School District shall be responsible for providing all students listed in Schedule A of the Agreement with transportation to and from school.

15. Where applicable, the Sending School District shall obtain all medical prescriptions from the parent/guardian of the student(s) referred to the Receiving School District, the Sending School District shall forward copies of these prescriptions to the Receiving School District upon its written request.

D. REPRESENTATIONS:

1. 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.
2. All employees of the Receiving School District shall be deemed employees of the Receiving School District for all purposes and the Receiving School District alone shall be responsible for their work, personal conduct, direction, and compensation. The Receiving School District acknowledges that it will not hold itself, its officers, employees and/or agents out as employees of the Sending School District. The Receiving School District is retained by the Sending School District only for the purposes and to the extent set forth in this Agreement, and its relationship to the Sending School District shall, during the periods of its services hereunder, be that of an independent contractor.
3. No parent or guardian or any other person shall be required to make any payment for services on behalf of any child covered by this Agreement. The Receiving School District and its employees shall not share or accept any fee or gratuity from the student or student's family for services provided pursuant to this Agreement.
4. The Receiving School District, its employees, and/or agents agree that all information obtained in connection with the services provided for in this Agreement is deemed confidential information. The Receiving School District, its 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. The Receiving School District further agrees that any information received by the Receiving School District, its employees, and/or its agents during the course of the services provided pursuant to this Agreement which concerns the personal, financial, or other affairs of the Sending School District, its employees, agents, clients, and/or students will be treated by the Receiving School District, its employees, and/or agents in full confidence and will not be revealed to any other persons, firms, or organizations. The parties further agree that the terms and conditions set forth herein shall survive the expiration and/or termination of this Agreement.
5. 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, if necessary, shall execute a Business Associate Agreement in connection with such responsibilities.

E. COMPENSATION:

1. The Receiving School District shall be entitled to recover tuition from the Sending School District for each student receiving services pursuant to this Agreement in accordance with the Commissioner's formula for calculating tuition for non-resident students.
 - a. The estimated tuition rate is currently **\$52,362.00*** per student for the term of this Agreement.
 - b. The parties understand that this rate is subject to change by the State Education Department in accordance with Part 174 of the Regulations of the Commissioner of Education. In the event that the tuition rate is changed for the term of this Agreement, the amount of tuition which the Sending School District is required to pay shall be increased or decreased to reflect the adjusted tuition rate for the relevant period of each student's attendance.
2. Requests for payment by the Receiving School District shall be made by submission of a detailed written invoice to the Sending School District on a monthly basis which references the time period for which payment is being requested and a breakdown of the total amount due for the period specified. A copy of the tuition worksheet shall accompany each invoice.
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.
4. The Sending School District shall give the Receiving School District notice of any invoice disputes within twenty (20) days of the receipt of the invoice, and reserves the right to withhold payment pending the resolution of the dispute.

F. INSURANCE:

1. The Receiving School District, 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 Receiving School District and the Sending School District, including the Board of Education, employees and volunteers, as additionally insured, against any claim for liability, personal injury, or death occasioned directly or indirectly by the Receiving School District in connection with the performance of the Receiving School District's 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 (\$3,000,000.00).

2. The insurance is to be underwritten by a licensed and/or admitted New York State insurer with a minimum Bests rating of A-minus.
3. In the event of any of the aforementioned insurance policies are cancelled or not renewed, the Receiving School District shall notify the Sending School District in writing within thirty (30) days of such cancellation or non-renewal.
4. Upon the execution of this Agreement, the Receiving School District will supply the Sending School District with a Certificate of Insurance including the Sending School 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.

G. 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.
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 that 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.

H. MISCELLANEOUS:

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 the Sending District:
Malverne Union Free School District
301 Wicks Lane
Malverne, NY 11565

To the Receiving District:
Bellmore-Merrick Central High School District
1260 Meadowbrook Road
North Merrick, New York 11566

2. It is expressly understood that this Agreement shall not be assigned or transferred without prior written consent of the other party.
3. 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.
4. 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 provision(s) eliminated.
5. 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.
6. 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.
7. This Agreement may not be changed orally, but only by an agreement, in writing, signed by authorized representatives of both parties.

By: _____
Title: President, Board of Education
Malverne Union Free School District

By: *Anna Lanti*
Title: President, Board of Education
Bellmore-Merrick Central High School District

Date: _____

Date: February 1, 2023