

INSTRUCTION CONTRACT

Under Section 4402 of the Education Law
September 2, 2014 to June 25, 2015

THIS AGREEMENT made this 2nd day of September, 2014 in the County of Nassau, State of New York, between the BELLMORE UNION FREE SCHOOL DISTRICT, 580 Winthrop Avenue, Bellmore, New York and the MALVERNE UNION FREE SCHOOL DISTRICT.

The MALVERNE UNION FREE SCHOOL DISTRICT is authorized by law, under Section 4402 to contract with institutions within the state of New York for instruction of handicapped children in those situations where the district is unable to provide for the education of handicapped children in special classes in their school, and

WHEREAS, the BELLMORE UNION FREE SCHOOL DISTRICT is a public institution operating certain special classes for handicapped children,

NOW, THEREFORE, the parties mutually agree as follows:

FIRST: The BELLMORE UNION FREE SCHOOL DISTRICT shall accept and enroll:

as a full time student(s) in its instruction program during the 2014-2015 school year.

SEE ATTACHED ADDENDUM

SECOND: MALVERNE UNION FREE SCHOOL DISTRICT shall pay to the BELLMORE UNION FREE SCHOOL DISTRICT tuition of \$89,199 for this student, payable at the rate of \$8,920 per month for the period September 2, 2014 to June 20, 2015.

THIRD: The BELLMORE UNION FREE SCHOOL DISTRICT shall accord the MALVERNE UNION FREE SCHOOL DISTRICT the following:

- a. Right to visit the school
- b. Pupil attendance reports within reason for absence beyond 3 days
- c. Pupil progress reports
- d. Right to examine accounting records as they pertain to tuition costs

FOURTH: Relevant personnel for the BELLMORE UNION FREE SCHOOL DISTRICT shall participate in MALVERNE UNION FREE SCHOOL DISTRICT'S Committee on Special Education ("CSE") meetings when requested.

FIFTH: The MALVERNE UNION FREE SCHOOL DISTRICT reserves the right to terminate services for any child at any time and shall only remain obligated to pay to the BELLMORE UNION FREE SCHOOL DISTRICT the pro-rated portion of the annual tuition for the student(s) who was/were removed, through the month when services were furnished prior to termination.

SIXTH: The BELLMORE UNION FREE SCHOOL DISTRICT shall be responsible for compliance with the requirements of Project Save School Acts with respect to any person providing services by the BELLMORE UNION FREE SCHOOL DISTRICT under the terms of this Agreement. All persons providing these services by or through the BELLMORE UNION FREE SCHOOL DISTRICT under the terms of this Agreement shall have received appropriate fingerprinting clearance as required by law, prior to providing services to the MALVERNE UNION FREE SCHOOL DISTRICT.

SEVENTH: The BELLMORE UNION FREE SCHOOL DISTRICT agrees to defend, indemnify and hold harmless the MALVERNE UNION FREE SCHOOL DISTRICT Board of Education, in their corporate and individual capacities, and the Board's agents, officers, trustees, attorneys and employees from and against all claims, damages, losses and expenses, including, but not limited to attorney fees arising from the negligence and/or tortious conduct of the individuals providing the services under this Agreement.

EIGHTH: Neither party shall transfer or assign its rights or obligations under this agreement without the prior written consent of the other party.

IN WITNESS WHEREOF, the parties hereto have executed this agreement.

BELLMORE UNION FREE SCHOOL DISTRICT

By:



President, Board of Education

AGREED & ACCEPTED:

MALVERNE UNION FREE SCHOOL DISTRICT

DATE: _____

By: _____

Title: _____