

## AGREEMENT

This Agreement (“Agreement”) is entered into by and between the Milford Central School District, (“Milford Central School”) with offices for the transaction of business located at 58200 NY 10, Milford, NY 13842 and the Charlotte Valley Central School District, (“Charlotte Valley”) with a principal place of business at 15611 State Highway 23, Davenport, NY 13750.

WHEREAS, the Milford Central School District Committee on Special Education (“CSE”) has developed an individualized education program (“IEP”) for Student # \_\_\_\_\_ (the “Student”), with a recommended placement in a 12:1:1+3 special education class at the Charlotte Valley School; and

WHEREAS, Charlotte Valley has space available and is willing to accept the Student as a non- resident student subject to the payment of tuition and terms as set forth herein.

NOW THEREFORE, in consideration of the mutual promises and agreements contained herein, and intending to be legally bound, the parties hereby agree as follows:

1. **Term and Services.**

- a. For the 2023-2024 school year, the Student shall attend programming as specified in the Student’s 2023-2024 IEP, effective September 07, 2023 through June 26, 2024.
- b. Such services shall be provided on-site at Charlotte Valley, on such days and times as may be mutually agreed to by the parties. Provided, however, that services shall not be provided on any days when Charlotte Valley is not in session.
- c. Charlotte Valley agrees to permit a representative of Milford Central School to visit the program in which the Student is enrolled on appropriate notice.

2. **Payment.**

- a. Milford Central School shall pay nonresident tuition to Charlotte Valley for the Student in an amount equal to or below the NRT rate of such placement. The NTR rate cost is presently calculated to be \$31,500.00. The actual cost of such placement shall be reviewed by Charlotte Valley on a quarterly basis. The nonresident tuition rate may be amended retroactive to the date of any change in services or classroom enrollment. Milford Central School shall be notified in writing of, and agrees to pay, any such amended actual cost nonresident tuition rate.
- b. Payments for said services shall be due commencing thirty (30) days from the submission of payment request by Charlotte Valley, but in any event no later than July 10, 2024, whichever comes first.
- c. No parent or guardian or any other person shall be required to make any payments for the services covered by this Agreement.

3. **State Aid.** Milford Central School, as the student's district of residence, shall

be solely and exclusively responsible for claiming all available state aid for the Student, and for submitting all required documentation to the New York State Education Department ("SED") in connection with any claim or application for state aid related to services for the Student. Charlotte Valley will not claim or apply for any state aid for the Student.

4. **Medicaid Billing.** If or to the extent that any Medicaid reimbursable services are provided to the Student, Milford Central School shall be solely and exclusively responsible for billing Medicaid for such services. Charlotte Valley staff that provides any Medicaid-reimbursable services to the Student shall timely prepare, maintain and submit to

Milford Central School all documentation required for Medicaid billing, and shall fully comply with all applicable Medicaid billing required in providing services to the Student. Charlotte Valley will not bill Medicaid for any services rendered to the Student.

5. **CSE Responsibility.** Milford Central School shall retain all CSE responsibilities for the Student, including but not limited to development, distribution, and amendment of the IEP, conducting or arranging for all required evaluations, and compliance with applicable due process requirements. Charlotte Valley agrees that teachers and/or related services providers who are assigned to the Student shall be required to prepare and maintain all documentation related to such services in compliance with federal and state laws and regulations, and the requirements of including quarterly reports, annual summaries, and assistance as requested for evaluations, and draft portions of the IEP for the Student. Charlotte Valley agrees, upon reasonable notice and at mutually convenient dates/times, that teachers and/or related service providers who work with the Student may be required to attend CSE meetings for the Student (to be held on-site at Charlotte Valley).

6. **Other Responsibilities.** Milford Central School shall bear all other responsibilities as district of residence for the Student including, but not limited to, registration, transportation, BEDs reports and other mandated reporting for resident students, transcripts and diploma. Charlotte Valley agrees that its guidance counselor(s) shall cooperate in developing a schedule and transmitting grades, progress reports, and course credit information for the Student to Milford Central School.

7. **Code of Conduct.** The Student shall be subject to Charlotte Valley's Code of Conduct. In the event that the Student violates Charlotte Valley's Code of Conduct, the Student may be subject to disciplinary processes and penalties imposed by Charlotte Valley

pursuant to the Charlotte Valley Code of Conduct and NY Education Law §3214, upon notice to Milford Central School.

8. **Change of Placement or Program** - If, at any time during the course of the contract, Charlotte Valley determines that its placement is no longer appropriate to meet the needs of the Student or determines that it is unable to continue to provide all the services as recommended on the Child's IEP, Charlotte Valley shall notify immediately both the Parent and Milford Central School, in writing, of its concerns and Milford shall schedule a meeting, if necessary, to review the Student's special education program and make whatever changes and recommendations are determined necessary and appropriate to the student's IEP. In the event of a dispute over a student's placement, nothing in this agreement is intended to create a pendency placement for a student in Charlotte Valley.

9. **Other Students**. Nothing herein shall require Charlotte Valley to admit any other non-resident student, either upon request of Milford Central School, or any other school district, or any non-resident parent. Except as provided by this Agreement, Charlotte Valley Policy, regarding residency, shall remain in full force and effect unless and until it is amended or repealed by the Charlotte Valley Board of Education.

10. **Qualifications and Certification**. The services under this Agreement shall be performed only by qualified professionals acting within the scope of their applicable license or certification and the laws and regulations of New York State. Proof of licensure or certification for each individual provider shall be provided to Milford Central School upon request. The services provided by Charlotte Valley pursuant to this Agreement shall at all times comply with all applicable laws and regulations governing the provision of such services. Charlotte Valley shall comply with prevailing standards of care in the community with respect to the provision of services to the Student. It shall further be the

responsibility of Charlotte Valley to ensure that all required criminal history checks for staff are completed, and to provide Milford Central School with proof of the same, upon request.

11. **Insurance.** Charlotte Valley shall obtain and maintain, during the term of this Agreement or any extension or renewal thereof, professional liability insurance, which shall include coverage for employment practices, on an occurrence basis, in the minimum amount of \$1,000,000 per occurrence and \$3,000,000 in the aggregate. Charlotte Valley shall provide proof of such insurance to Milford Central School, upon request.

12. **Indemnification of Charlotte Valley.** Milford Central School will indemnify Charlotte Valley and save it harmless from and against any and all claims, actions, damages, liabilities and expenses in connection with loss of life, personal injury and/or damage to property arising from or out of any occurrence occasioned wholly or in part by an act or omission of Milford Central School, its agents, employees and/or servants subject to the terms and limits of insurance carried by Milford Central School. In the event Charlotte Valley shall, without fault on its part, be made a party to any litigation commenced by or against Milford Central School, Milford Central School shall protect and hold Charlotte Valley harmless and pay all costs, expenses and reasonable attorney's fees incurred or paid by Charlotte Valley in connection with such litigation. Milford Central School shall provide written notification to Charlotte Valley upon notification or knowledge of any claim being made under this provision.

13. **Indemnification of Milford Central School.** Charlotte Valley will indemnify Milford Central School and save it harmless from and against any and all claims, actions, damages, liabilities and expenses in connection with loss of life, personal injury

and/or damage to property arising from or out of any occurrence occasioned wholly or in part by an act or omission of Charlotte Valley, its agents, employees and/or servants subject to the terms and limits of insurance carried by Milford Central School. In the event Milford Central School shall, without fault on its part, be made a party to any litigation commenced by or against Charlotte Valley, Charlotte Valley shall protect and hold Milford Central School harmless and pay all costs, expenses and reasonable attorney's fees incurred or paid by Milford Central School in connection with such litigation. Charlotte Valley shall provide written notification to Milford Central School upon notification or knowledge of any claim being under this provision.

14. **Independent Contractor.** This Agreement does not create an employee-employer relationship between Milford Central School and any Charlotte Valley employee. Staff assigned to provide services to the Student at Charlotte Valley shall remain employees of Charlotte Valley for all purposes, and shall not be entitled to any of the benefits or terms or conditions of employment accorded to employees of Milford Central School.

15. **Termination.** This Agreement may be terminated by written notice by either party to the other party upon thirty (30) days written notice. Upon any such termination, the parties shall endeavor in an orderly manner to wind down activities hereunder.

16. **Counterparts; Delivery by Facsimile or Electronically.** This Agreement may be executed in one or more counterparts, each of which shall for all purposes be deemed to be an original and all of which shall constitute the same instrument. Delivery and execution of an executed counterpart of a signature page to this Agreement by facsimile or electronically shall be effective as delivery of a manually executed counterpart of this Agreement.

17. **Headings.** The headings of the sections and paragraphs of this Agreement are

inserted for convenience only and shall not be deemed to constitute part of this Agreement or to affect the construction hereof.

18. **Assignment.** The terms and conditions of this Agreement shall not be assigned by any party hereto without the prior written consent of the other party.

19. **Amendment.** Neither this Agreement nor any of its terms may be changed or modified, waived, or terminated (unless as otherwise provided hereunder) except by an instrument in writing signed by an authorized representative of the party against whom the enforcement of the change, waiver, or termination is sought.

20. **Choice of Law.** This Agreement shall be governed by the laws of the State of New York and any dispute arising out of or under this Agreement shall be resolved in an action or proceeding commenced in a court of competent jurisdiction in the County of Delaware, State of New York.

21. **Entire Agreement.** This Agreement contains the entire understanding between the parties with reference to the matters contained herein. No amendments to this agreement shall be valid unless made in writing and signed by both parties.

22. **Execution.** This Agreement shall not become final and binding unless and until it is approved by the Boards of Education of Charlotte Valley and Milford Central School. By signing below, the Superintendent of Schools for each district represents that she/he has been authorized by her/his district's Board of Education to enter into this Agreement.

23. **Data Privacy.** Charlotte Valley agrees to keep any personally identifiable received in regard to this agreement confidential in accordance with Education Law 2-d. The attached rider fully describes Charlotte Valley's responsibilities under Education Law 2-d.

24. **Medicaid Participation.** Charlotte Valley represents and warrants that it, nor its employees or contractors, are not excluded from participation in, and is not otherwise ineligible

to participate, in a “federal health care program”, including but not limited to Medicaid and Medicare, as defined in 42 U.S.C. Section 1320a-7b(f) or in any other government program. In the event that Charlotte Valley or one of its employees is excluded from participation or becomes otherwise ineligible to participate in any such program during the term of this agreement, Charlotte Valley agrees that it will notify the District in writing of the exclusion within three (3) business days after learning of the exclusion. Failure to notify the District of the exclusion constitutes a material breach of this agreement and cause for the District to terminate the agreement immediately.

IN WITNESS WHEREOF, the parties hereto have duly executed the Agreement the date set forth below.

**CHARLOTTE VALLEY CENTRAL SCHOOL DISTRICT**

Date: \_\_\_\_\_ BY \_\_\_\_\_  
**Superintendent of Schools**

**MILFORD CENTRAL SCHOOL DISTRICT**

Date: \_\_\_\_\_ BY \_\_\_\_\_  
**Superintendent of Schools**