Contract 2026-2027 School Year

SCHOOL DISTRICT AGREEMENT

This Agreement, by and between:

The Westchester School
Attn: Christina Pagano
45 Park Avenue
Yonkers, NY 10703

(hereinafter "Private School") and the Board of Education for the Wallkill Central School District (hereinafter "Board") is made this 1st day of September 2026.

WHEREAS the Board is legally responsible to provide appropriate educational services for students with disabilities;

WHEREAS the Board is authorized to contract with private educational organizations, such as (Private School), to provide educational services for children with disabilities;

WHEREAS Private School operates the following programs: (***Special Class Program consisting of ratios including 6:1:3 and various other ratios and related services)*** which provide educational services to children with disabilities;

WHEREAS the Board and Private School wish to enter into an agreement to authorize Private School to provide educational services to children from the pertinent School District;

NOW THEREFORE, in consideration of the mutual covenants contained in this Agreement, and intending to be legally bound, the parties agree as follows:

1. **Contract Term**

The Term of this Agreement shall be for the period beginning September 1, 2026 and ending August 31, 2027, ("The Term"). This Agreement shall pertain to all students from the Board's school district who are attending Private School as a result of a Board-approved placement enrolled at any time during the term of this Agreement.

2. **Private School's Responsibilities**

a. Private School agrees to provide appropriate instruction, in accordance with pertinent New York laws and regulations and the student's Individualized Education Program ("IEP").

b. Private School shall keep in strict confidence, as required and to the fullest extent provided by any applicable law, including but not limited to the Family Educational Rights and Privacy Act and section 2-d of the New York State Education Law, any and all records and information, in whatever form or format received, pertaining to the Board's individual students, including but not limited to academic or grade information, attendance, discipline, receipt of special or supplementary educational services, receipt of social security or public benefits, or information as to race, ethnicity or disability.

c. Private School shall provide to the Board full and complete reports concerning the education and progress of the students covered by this Agreement. Private School shall provide such reports to the Board at the same time as such reports are made to the students and their parents

or legal guardians. Private School shall provide such additional reports as may be required by the State regarding the progress of the students covered by this Agreement. Private School agrees to allow a representative of the School District to visit any program in which any District student is enrolled on appropriate notice.

d. At all times during the term of this Agreement, Private School shall maintain its status as an approved school for the education of children with disabilities. The parties agree that if Private School fails to maintain this status, it shall not be entitled to compensation for any portion of the school year in which such approval is not maintained.

e. 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 Board upon request. The services provided by Private School pursuant to this Agreement shall at all times comply with all applicable laws and regulations governing the provision of such services. Private School shall comply with prevailing standards of care in the community with respect to the provision of services to the Student.

f. Private School shall not dismiss any Board student from any of its programs unless the Board has first been provided with written notice of Private School's intent to remove any District student from its programs and a CSE meeting has been convened to discuss the reasons for such proposed removal.

3. **Board's Responsibilities**

a. In consideration of Private School's provision of educational services, the Board shall compensate Private School as set forth below in Section 4.

b. The Board shall file all documents and provide all information required by the New York State Education Department for placement of a child that is a resident in its School District with Private School in a timely manner including, but not limited to, all System to Track and Account for Children (STAC) forms.

4. **Compensation**

a. In consideration for Private School's provision of educational services to students from the Board's School District as set forth above, the Board shall compensate Private School for tuition, maintenance and transportation in accordance with the following provisions:

b. For the period of September 1, 2026 through August 31, 2027 the Board hereby agrees to compensate Private School for each student from the School District for tuition at the approved rate set by SED. If applicable and noted in the student's IEP, the Board agrees to pay for education one-to-one charges. Notwithstanding, the Board retains the right to terminate the Agreement at any time with or without cause, upon thirty (30) days written notice to the Private School.

c. All compensation shall be paid on or before thirty (30) days after the Board's receipt of an invoice documenting each student's attendance and/or evaluation services provided. Private School shall invoice such services on a monthly basis. When there is a delay in the State's issuance of the education rate or the per diem rate for education aide costs, Private School agrees to bill, and the Board agrees to pay, an amount based upon the most recent rates set by the State. When the actual rates are issued, the Board agrees to pay the difference if any in the rates. Private School shall send a retroactive invoice for the difference to the Board for payment.

d. The amount due for each child shall be prorated for the specific days of attendance if a child does not attend for the entire school year, which would include those children who are admitted after September 1 and/or those who are discharged prior to August 31. After August 31, upon the submission of final attendance data, as pertinent, Private School shall reimburse the Board for any overpayment of tuition and fees or the Board shall authorize payment of any balance of tuition payments owed.

e. For purposes of this Agreement, the definition and calculation of enrollment and attendance shall be determined in accordance with the Commissioner's regulations.

f. The parties acknowledge that the tuition rates in New York may change and that retroactive increases or reimbursement may be necessary to assure appropriate payment of services.

5. **Audits**

a. In the event of any State-level audit of Private School's performance under this Agreement, including but not limited to its billings and invoices. Private School shall make available, upon request, any and all records pertaining to this Agreement for the purpose of inspection, audit and/or reproduction by any Auditor.

b. During the term of this Agreement, Private School agrees to furnish to the State, all reports required to make determinations as to its eligibility to provide educational services to disabled children under State law and regulations.

c. During the term of this Agreement, to the extent required by law, Private School and the Board shall afford the State access to all relevant records to determine the parties' compliance with applicable Federal and state laws and regulations. The parties agree to retain all materials and records relevant to the execution or performance of this Agreement in accordance with applicable law, including the Records Retention and Disposition Schedule ED-1; if however, any litigation, claim or audit is commenced prior to expiration of the applicable retention period, such records shall be retained for one additional year after all litigation, claims or audit findings have been completely terminated or resolved without right of further appeal.

d. Inspections. During this Agreement, the Commissioner of Education and/or his or her designee may visit and inspect all sites, locations and facilities of Private School related to its performance under this Agreement.

6. **Independent Contractor**

The relationship of the parties is that of independent contractors. Nothing in this Contract is intended or shall be construed to create any employer/employee relationship, a joint venture relationship, a partnership relationship. Neither party's employees shall make any claim, demand, or application to, or for, any right or privilege applicable to an officer or employee of the other party, including but not limited to, worker's compensation coverage, unemployment insurance benefits, social security coverage, or retirement benefits. Neither party shall have, or hold itself out as having, the authority or power to bind or create liability for the other by its intentional or negligent acts or omissions.

7. **Indemnification**

Private School shall indemnify, defend and hold the Board harmless from and against any and all claims, suits, actions, causes of action, damages, judgments, liabilities, fines, penalties, and expenses, including

reasonable attorney fees and litigation costs arising out of the indemnifying party's intentional or negligent acts or omissions. This provision shall survive any expiration, termination or non-renewal of this Agreement.

8. **Insurance**

Private School shall purchase and maintain during the term of this Agreement the following insurance policies: (a) professional liability insurance covering all services performed pursuant to this Agreement and having coverage limits of at least two million dollars ($2,000,000) per incident and two million dollars ($2,000,000) annual aggregate (coverage shall remain in effect for two years following the completion of work); (b) Automobile liability insurance including coverage for bodily injury and property damage; (c) General Liability Insurance in the amount of one million dollars ($1,000,000) per occurrence and two million dollars ($2,000,000) annual aggregate; and (d) statutory Worker's Compensation Insurance, Employer's Liability and N.Y.S. Disability Benefits Insurance for all of Private School's employees. Private School agrees to provide at least thirty (30) days prior written notice of cancellation or diminution of coverage to the Board. Private School shall provide to the Board, upon request, certificates of insurance that meet the District's standards with respect to such policies and any renewals or replacements thereof. The District is a member/owner of NY Districts Insurance Reciprocal (NYSIR). The Private School further acknowledges that the procurement of such insurance as required herein is intended to benefit not only the District but also NYSIR, as the District's insurer.

9. **Notices**

All notices and communications under this Agreement shall be in writing and shall be given by personal delivery, overnight delivery service, or certified mail, return receipt requested. Overnight delivery and mailed notices and communications shall be sent to the other party at its respective address as set forth above or at such other addresses as the parties may designate by written notice from time to time.

10. **Assignment**

This Agreement and its respective duties and obligations hereunder may not be assigned, delegated, subcontracted, or transferred without the prior written notice of the other party.

11. **Entire Agreement/Amendment**

This Agreement represents the entire understanding of the parties with respect to its subject matter, and it supersedes all prior agreements, understandings, or representations, whether oral or written, by either party. This Agreement may only be amended by a further written document signed by the parties.

12. **Severability**

Should any provision of this Agreement be finally determined by any court of competent jurisdiction to be invalid or unenforceable for any reason, the invalidity or unenforceability of such provision shall not affect the validity of the remaining provisions of this Agreement, unless such invalidity or unenforceability would defeat an essential purpose of this Agreement, in which case, the Agreement shall be terminated.

13. **Waiver**

The failure of any party to insist on the strict performance of any provision of this Agreement or to exercise any right under this Agreement shall not constitute a waiver of such provision or right. A waiver is effective only if in writing and signed and delivered by the waiving party.

14. **Governing Law**

This Agreement shall be construed at all times in accordance with and governed by the laws of the State of New York without reference to the State's conflict of laws rules. Any such claims or causes arising out of or in connection with the Agreement shall be commenced in Supreme Court of the State of New York in Putnam County.

15. **Participation in CSE Meetings/Impartial Hearings**

Any employee, teacher and/or instructor of the Private School who provides services to Board students shall participate in CSE meetings in order to assist the Board in providing appropriate recommendations and placements for such students' IEP, and shall participate in impartial hearings, as requested by the Board.

16. **Board Approval**

This Agreement is subject to the approval of the School District's Board of Education.

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound, have set their hands as of the date and year first above mentioned.

NAME (Private School)

Leonard Spano Executive Director

Print Name and Title

Signature

8/19/26

Date

Board of Education of the Wallkill Central School District

Dustin Palen, Board of Education Vice-President

Signature

Date