

## **AGREEMENT**

This Agreement is entered into this 23 day of June, 2022 by and between the Malverne Union Free School District hereinafter the "SENDING DISTRICT"), having its principal place of business for the purpose of this Agreement at 75 Ocean Avenue, Malverne NY 11565, and the Roslyn Union Free School District (hereinafter the "RECEIVING DISTRICT"), having its principal place of business for the purpose of this Agreement at 300 Harbor Hill Road, Roslyn, New York 11576.

### **WITNESSETH:**

**WHEREAS**, pursuant to Education Law § 4402 (2)(b)(2), the SENDING DISTRICT is authorized by law to contract with other public school districts for special education programs and services for students resident in its own district and in need of such services;

**WHEREAS**, the SENDING DISTRICT desires that RECEIVING DISTRICT provide instruction to the students enrolled in the program operated by the RECEIVING DISTRICT;

**WHEREAS**, the RECEIVING DISTRICT warrants that it has reviewed the individualized education program ("IEP") of each pupil to be enrolled in its program, and represents that it will provide the level of services identified in the IEP to meet the needs of such children; and

**WHEREAS**, the RECEIVING DISTRICT is capable of and willing to provide the within services to to the SENDING DISTRICT;

**NOW, THEREFORE**, the parties mutually agree as follows:

**A.     TERM:**

Summer only

1. The term of this Agreement shall be from **July 4, 2022 through August 12, 2022** inclusive, unless terminated earlier, as set forth herein. It is understood that the SENDING DISTRICT is under no obligation to renew this Agreement upon its expiration.

**B.     SERVICES AND RESPONSIBILITIES:**

1. Instructional Services.
2. The RECEIVING DISTRICT shall provide the services set forth in the IEP of those 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 event, the payment amount owed by the SENDING 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 DISTRICT to the SENDING DISTRICT.
3. The services provided by the RECEIVING DISTRICT to 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 DISTRICT to the RECEIVING DISTRICT upon any modification of a student's IEP.
4. The RECEIVING DISTRICT shall provide all services pursuant to this Agreement to those students(s) referred by the SENDING DISTRICT in writing, in a competent, professional, and timely manner.
5. The RECEIVING DISTRICT will work cooperatively with the SENDING DISTRICT's Committee on Special Education ("CSE") and Committee on Pre-School Special Education ("CPSE"). The RECEIVING DISTRICT shall make relevant personnel available to participate in meetings of the SENDING DISTRICT's CSE, where appropriate, upon reasonable prior notice to the RECEIVING DISTRICT of such meetings.
6. The SENDING DISTRICT shall be responsible for providing all students covered by this Agreement with transportation to and from school.
7. The RECEIVING DISTRICT understands and agrees that it is responsible for complying with all applicable Federal, State, local statutes, rules, and ordinances including the New York State Safe Schools Against Violence in Education (SAVE) legislation. The RECEIVING DISTRICT shall adhere to all requirements and protocols as established by the SENDING DISTRICT and the State Education Department of New York: to wit, but not limited to, fingerprinting. The RECEIVING DISTRICT further agrees and understands that all individuals providing services under this Agreement must be cleared by the New York State Education Department in accordance with the provisions contained in the SAVE Legislation prior to providing services to the SENDING DISTRICT. In the event that the RECEIVING DISTRICT utilizes a provider who has not obtained fingerprinting clearance with the State Education Department, the SENDING DISTRICT shall have the right to immediately terminate the within contract.
8. The RECEIVING DISTRICT represents its services under this Agreement shall be provided by qualified individuals of good character and in good professional standing. The RECEIVING DISTRICT represents that no individuals providing services under this Agreement are currently charged, nor in the past have been charged with any relevant criminal or professional misconduct or incompetence.

9. Upon execution of this Agreement, the RECEIVING DISTRICT shall provide copies of required licenses/certifications of all professionals providing services to student(s) under this Agreement. In the event that the required license/certification of any agent or employee of the RECEIVING DISTRICT providing services under this Agreement is revoked, terminated, suspended, or otherwise impaired, the RECEIVING DISTRICT shall immediately notify the SENDING DISTRICT in accordance with the requirements for all notices pursuant to this Agreement as set forth below.
10. The RECEIVING DISTRICT shall comply with all applicable policies of the RECEIVING DISTRICT while providing services pursuant to this Agreement.
11. The SENDING DISTRICT shall obtain whatever releases, prescriptions, or other legal documents that are necessary for the RECEIVING DISTRICT to provide services pursuant to this Agreement and to render full and complete reports concerning the education and progress of the student(s) to the SENDING DISTRICT at the same time that such reports are made to the parent(s) of student(s) covered by the terms of this Agreement. Any failure to carry out such responsibility shall permit the Commissioner of Education to withdraw approval for the placement of such child in such program, in which event this Agreement shall be canceled forthwith in regard to such child for whom such releases are not submitted.
12. The RECEIVING DISTRICT agrees to furnish to the State all reports, audits, etc. required to make determination as to eligibility under the provisions of the Regulations of the Commissioner of Education. Such material 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 DISTRICT to terminate this Agreement. The RECEIVING DISTRICT agrees to provide the State access to all relevant records which the State requires to determine either RECEIVING DISTRICT's or SENDING DISTRICT's compliance with applicable Federal or State statutes or regulations with the effect of law, which regulate either the execution of this Agreement or the performance of obligations under this Agreement. The RECEIVING DISTRICT agrees to retain all materials and records relevant to the execution or performance of this Agreement for no less than six (6) years from the date of this Agreement.
13. The RECEIVING DISTRICT agrees to furnish written reports of each pupil's educational progress to SENDING DISTRICT. RECEIVING DISTRICT will render such reports to SENDING DISTRICT at any time that such reports are made to the parents of the pupil(s) covered by the terms of this Agreement, and will render such additional reports as may be required by the SENDING DISTRICT. At a minimum, all reports shall be furnished at the end of each semester, i.e. January 31st and June 30th. Any and all reports shall be furnished upon termination of this Agreement. The RECEIVING DISTRICT shall provide such additional information concerning the pupil's progress as may be required by the SENDING DISTRICT.
14. The RECEIVING DISTRICT shall maintain records, logs and/or reports in accordance with all applicable laws, regulations, requirements of the New York State Education

Department or Health Department. The SENDING DISTRICT shall have the right to examine any or all records or accounts maintained and/or created by the RECEIVING DISTRICT in connection with this Agreement, and upon request shall be entitled to copies of same. The SENDING DISTRICT shall have the right to examine any and all accounting records as they pertain to tuition and related service costs. For purposes of this Agreement, the definition and calculation of enrollment and attendance shall be determined by the SENDING DISTRICT, in accordance with Section 175.6 of the Regulations of the Commissioner of Education.

15. Upon reasonable prior written notice, the RECEIVING DISTRICT shall be subject to visitation by the SENDING DISTRICT and/or its designated representatives during the normal business hours of the RECEIVING DISTRICT.
16. The RECEIVING DISTRICT shall be subject to the visitation of the Commissioner of Education or his/her designated representative(s).
17. The RECEIVING DISTRICT shall coordinate all instruction through the Pupil Personnel Services Office or any other authorized office of the SENDING DISTRICT.
18. The RECEIVING DISTRICT agrees that all disciplinary measures for disabled students will be conducted in accordance with applicable Federal, State and local laws, rules and regulations.
19. The RECEIVING DISTRICT shall maintain monthly attendance records which shall be submitted to SENDING DISTRICT at the end of each month. If a child has been absent for a period of five (5) or more consecutive days, the attendance record shall indicate the reason for that absence.
20. 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 DISTRICT shall promptly give written notice of same to the SENDING DISTRICT.
21. RECEIVING DISTRICT agrees that all disciplinary measures for disabled students will be conducted in accordance with applicable Federal, State and local laws, rules and regulations.
22. Where applicable, SENDING DISTRICT shall obtain all medical prescriptions from the parent/guardian of students referred to RECEIVING DISTRICT. SENDING DISTRICT shall forward copies of these prescriptions to RECEIVING DISTRICT upon its written request.

C. COMPENSATION:

1. (a) School Year Program

The RECEIVING DISTRICT shall be entitled to recover tuition from the SENDING DISTRICT for each student receiving services in the school year program pursuant to this Agreement in accordance with the Commissioner's formula for calculating tuition for non-resident students. 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 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.

If the tuition rates for this school year are not available at the beginning of that school year, the SENDING DISTRICT shall, as set by the State Education Department, pay the rates applicable to the previous school year until new rates are set, at which time the parties shall adjust future tuition payments so that the RECEIVING DISTRICT will be paid in accordance with the rates applicable to that current school year. The SENDING DISTRICT shall be responsible for the payment of tuition for as long as the students are enrolled in the RECEIVING DISTRICT'S program.

(b) Summer Program

The RECEIVING DISTRICT shall be entitled to recover tuition from the SENDING DISTRICT for each student receiving services in the summer program pursuant to this Agreement in accordance with the actual cost of providing those services including the amount established by the Rate Setting Unit of NYSED for the basic educational program plus the actual cost of providing related educational services (services outside of the regular classroom) including but not limited to physical therapy, occupational therapy, speech therapy, ABA services, counseling, teacher aides, teaching assistants, etc.

2. Requests for payment by the RECEIVING DISTRICT shall be made by submission of a detailed written invoice to the SENDING 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 DISTRICT shall pay the RECEIVING DISTRICT within thirty (30) days of receipt of each invoice by the SENDING DISTRICT.
4. The SENDING DISTRICT shall give the RECEIVING DISTRICT notice of any invoice dispute within twenty (20) days of its receipt and reserves the right to withhold payment pending the resolution of this dispute. Failure to dispute any invoice shall not be deemed as an acceptance and does not act as a waiver of the SENDING DISTRICT's rights or prevent the SENDING DISTRICT from availing itself of any remedy or course of action it has at law or in equity at a later date.
5. 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. RECEIVING DISTRICT

and its employees shall not share or accept any fee or gratuity from the student or student's family for service provided pursuant to this Agreement.

6. In the event the performance of the RECEIVING DISTRICT's services is rendered impossible or delayed by events beyond the control of the parties, including, but not limited to: war, social unrest, labor dispute, act of God, public health emergency, epidemic, pandemic, weather conditions or regulations imposed by any government or governmental agency, the SENDING DISTRICT shall not be liable for the payment of tuition to the RECEIVING DISTRICT. Notwithstanding the foregoing, in the event the RECEIVING DISTRICT continues to provide services to the SENDING DISTRICT's students, the SENDING DISTRICT will continue to make payment to the RECEIVING DISTRICT.

D. CONFIDENTIALITY:

1. RECEIVING 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. RECEIVING 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. RECEIVING DISTRICT further agrees that any information received by RECEIVING DISTRICT, its employees, and/or agents during the course of the services provided pursuant to this Agreement which concerns the personal, financial, or other affairs of SENDING DISTRICT, its employees, agents, clients, and/or students will be treated by RECEIVING DISTRICT, its employees, and/or agents in full confidence and will not be revealed to any other persons, firms, organizations, or third parties. In addition, RECEIVING DISTRICT agrees that information concerning any student covered by the terms of this Agreement shall not be released except as provided for by applicable law, rule, or regulation, including, but not limited to, the Family Educational Rights and Privacy Act ("FERPA").
2. SENDING 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. SENDING 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. SENDING DISTRICT further agrees that any information received by SENDING DISTRICT, its employees, and/or agents during the course of the services provided pursuant to this Agreement which concerns the personal, financial, or other affairs of RECEIVING DISTRICT, its employees, agents, clients, and/or students will be treated by SENDING DISTRICT, its employees, and/or agents in full confidence and will not be revealed to any other persons, firms, organizations, or third parties. In addition, SENDING DISTRICT agrees that information concerning any student covered by the terms of this Agreement shall not be released except as provided for by applicable law, rule, or regulation, including, but not limited to, FERPA.

3. In the event of a breach of the within confidentiality provision by either party, the breaching party shall immediately notify the non-breaching party and advise it as to the nature of the breach and the steps it has taken to minimize said breach. The breaching party shall indemnify and hold the non-breaching party harmless from any claims arising from its breach of the within confidentiality provision. The parties further agree that the terms and conditions set forth herein shall survive the expiration and/or termination of this Agreement.
4. 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") and information protected by FERPA. 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. TERMINATION:

1. Either the SENDING DISTRICT or the RECEIVING DISTRICT may terminate this Agreement upon seven (7) 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. In the event of such termination, the parties will adjust the accounts due and payable to the RECEIVING DISTRICT for services rendered. The RECEIVING DISTRICT will not incur any additional expenses upon receipt of notification that this Agreement has been terminated.
3. Upon any such termination, the parties shall endeavor in an orderly manner to wind down activities hereunder. In the event of termination, all reports and services due to the SENDING DISTRICT must be completed by RECEIVING DISTRICT within thirty (30) days of the termination date.
4. This Agreement may be terminated by the SENDING DISTRICT in the event of a material breach by RECEIVING DISTRICT, upon three (3) days' written notice from the SENDING DISTRICT to the RECEIVING DISTRICT.
5. 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 this Agreement.
6. In the event the SENDING DISTRICT or the RECEIVING DISTRICT terminates this Agreement with or without cause, such termination of this Agreement shall not discharge the parties' existing obligations to each other as of the effective date of termination.

F. INDEMNIFICATION:

1. To the fullest extent permitted by law, RECEIVING DISTRICT agrees to defend, indemnify and hold harmless the SENDING 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 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.
2. To the fullest extent permitted by law, SENDING DISTRICT agrees to defend, indemnify and hold harmless the RECEIVING 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 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.

G. REPRESENTATIONS:

1. All employees of RECEIVING DISTRICT shall be deemed employees of RECEIVING DISTRICT for all purposes and RECEIVING DISTRICT alone shall be responsible for their work, personal conduct, direction, and compensation. RECEIVING DISTRICT acknowledges that it will not hold itself, its officers, employees and/or agents out as employees of SENDING DISTRICT. The RECEIVING DISTRICT is retained by SENDING DISTRICT only for the purposes and to the extent set forth in this Agreement. The RECEIVING DISTRICT shall, during the periods of its services hereunder, be engaged as an independent contractor. As such, the RECEIVING DISTRICT will be solely responsible for the payment of Federal and State income taxes applicable to this Agreement. The SENDING DISTRICT, if required by Federal or State requirements, will submit a Form 1099 and IT 2102.1 respectively at year-end to the Federal Government for all individuals having a gross income exceeding \$600, which thereupon will be reported for income tax purposes.
2. All employees of SENDING DISTRICT shall be deemed employees of SENDING DISTRICT for all purposes and SENDING DISTRICT alone shall be responsible for their work, personal conduct, direction, and compensation. SENDING DISTRICT acknowledges that it will not hold itself, its officers, employees and/or agents out as employees of RECEIVING DISTRICT. The RECEIVING DISTRICT is retained by SENDING DISTRICT only for the purposes and to the extent set forth in this Agreement. The SENDING DISTRICT shall, during the periods of its services hereunder, be engaged as an independent contractor. As such, the SENDING DISTRICT will be solely responsible for the payment of Federal and State income taxes applicable to this Agreement. The RECEIVING DISTRICT, if required by Federal or State requirements, will submit a Form 1099 and IT 2102.1 respectively at year-end to the Federal Government for all individuals having a gross income exceeding \$600, which thereupon will be reported for income tax purposes.



3. The RECEIVING DISTRICT shall not be considered as having employee status and shall not be entitled to participate in any of the SENDING DISTRICT's workers' compensation, retirement, fringe benefits, unemployment insurance, liability insurance, disability insurance, or other similar employee benefit programs. Similarly, the RECEIVING DISTRICT, its officers, its employees, and/or agents shall not be considered as having employee status for the purposes of any other rights, privileges, or benefits derived from employment by the SENDING DISTRICT. The RECEIVING DISTRICT agrees that this Agreement does not confer benefits of any nature whatsoever upon it other than payment for services provided herein. The RECEIVING DISTRICT shall not assert any claim for additional benefits of any nature, including, but not limited to, unemployment compensation benefits, by reason of the services to be performed pursuant to this Agreement. The RECEIVING DISTRICT shall not be entitled to assert any claim to entitlements pursuant to any collective bargaining agreement now or hereafter in effect between the SENDING DISTRICT and its employees.

H. INSURANCE:

1. The RECEIVING 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 DISTRICT and the SENDING DISTRICT, including the Board of Education, employees and volunteers, as additional insured, against any claim for liability, personal injury, or death occasioned directly or indirectly by the RECEIVING DISTRICT in connection with the performance of the RECEIVING 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 Best Rating of A-minus.
3. In the event any of the aforementioned insurance policies are cancelled or not renewed, the RECEIVING DISTRICT shall notify the SENDING DISTRICT in writing within thirty (30) days of such cancellation or non-renewal.
4. Upon execution of this Agreement, RECEIVING DISTRICT will supply the SENDING DISTRICT with a Certificate of Insurance including the SENDING 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.

I. MISCELLANEOUS:

1. Any notices to be given under this Agreement by either party to the other may be effected by personal delivery in writing or by mail, registered or certified, postage prepaid with return receipt requested. Each party may change the address by written notice in accordance with this paragraph. Notices delivered personally will be

deemed communicated as of actual receipt; mailed notices will be deemed communicated as of two (2) days after mailing. Notice shall be delivered or mailed to:

To SENDING DISTRICT:  
Malverne Union Free School District  
75 Ocean Avenue  
Malverne, NY 11565  
Attention: Meredyth Martini, Director Special Education

To RECEIVING DISTRICT:  
Roslyn Union Free School District  
300 Harbor Hill Road  
Roslyn, New York 11576

2. This Agreement, along with the attached "Schedule A," is the complete and exclusive statement of this 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 this Agreement. This Agreement may not be altered, changed, added to, deleted from or modified except through the mutual written consent of the parties.
3. This Agreement has been arrived at mutually and is not to be construed against any party hereto as being the drafter hereof or causing the same to be drafted.

Neither party shall assign, transfer or convey any of its respective rights or obligations under this Agreement without the prior written consent of the other party.

4. 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.
5. If any term, provision, covenant or condition of this Agreement, or the application thereof to any person, place or circumstance, shall be held by a court of competent jurisdiction to be invalid, unenforceable or void, the remainder of this Agreement and such term, provision, covenant or condition as applied to other persons, places and circumstances shall remain in full force and effect.
6. This Agreement shall be governed by, and interpreted and enforced in accordance with, the laws of the State of New York without regard to conflicts or choice of law provisions that would defer to the substantive laws of another jurisdiction. Each of the parties hereto consents to the jurisdiction of any state court located within the County of Nassau, State of New York, or federal court in Federal District Court for the Eastern District of New York located in the County of Suffolk, State of New York, and irrevocably agrees that all actions or proceedings relating to this Agreement must be litigated in such courts, and each of the parties waives any objection which it may have based on improper venue or *forum non conveniens* to the conduct of and proceeding in any such court.

7. The RECEIVING 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.
8. No course of dealing of any party hereto, no omission, failure or delay on the part of any party hereto in asserting or exercising any right hereunder, and no partial or single exercise of any right hereunder by any party hereto shall constitute or operate as a waiver of any such right or any other right hereunder. No waiver of any provision hereof shall be effective unless in writing and signed by or on behalf of the party to be charged therewith. No waiver of any provision hereof shall be deemed or construed as a continuing waiver, as a waiver in respect of any other or subsequent breach or default of such provision, or as a waiver of any other provision hereof unless expressly so stated in writing and signed by or on behalf of the party to be charged therewith.
9. Neither party will discriminate against any individual because of his/her age, race, creed, color, national origin, sexual orientation, military status, sex, reproductive health decisions, disability, predisposing genetic characteristics or marital status and will take affirmative action to ensure that each individual is afforded equal opportunities without discrimination because of his/her age, race, creed, color, national origin, sexual orientation, military status, sex, reproductive health decisions, disability, predisposing genetic characteristics or marital status.
10. RECEIVING DISTRICT represents and warrants: 1) that RECEIVING DISTRICT has no obligations, legal or otherwise, inconsistent with the terms of this Agreement; 2) that the performance of the services to be provided in this Agreement does not and will not violate any applicable law, rule or regulation or any proprietary or other right of any third party; and 3) that RECEIVING DISTRICT has not entered into or will not enter into any Agreement (whether oral or written) in conflict with this Agreement.

J. AUTHORIZATION TO ENTER INTO AGREEMENT:

1. The undersigned representative of RECEIVING DISTRICT to this Agreement hereby represents and warrants that the undersigned is an officer, director, or agent of RECEIVING DISTRICT with full legal rights, power and authority to enter into this Agreement on behalf of RECEIVING DISTRICT and bind RECEIVING DISTRICT with respect to the obligations enforceable against RECEIVING DISTRICT in accordance with its terms.
2. The undersigned representative of SENDING DISTRICT to this Agreement hereby represents and warrants that the undersigned is an officer, director, or agent of SENDING DISTRICT with full legal rights, power and authority to enter into this Agreement on behalf of SENDING DISTRICT and bind SENDING DISTRICT with respect to the obligations enforceable against SENDING DISTRICT in accordance with its terms.

IN WITNESS WHEREOF, the parties hereto have executed this agreement the day and year first above written.

**RECEIVING DISTRICT**

By: Mary Simon Tzu-Lang

Roslyn Union Free School District

Date: 06/23/2022

**SENDING DISTRICT**

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

Malverne Union Free School District

Date: \_\_\_\_\_