

**INSTRUCTIONAL SERVICES AGREEMENT**

THIS AGREEMENT made this 11th day of November 2025, in the County of Nassau, State of New York, between **Brookville Center for Children’s Services, Inc.** School Age Programs (9000, 9001, 9020 and 9021), 189 Wheatley Road, Brookville, New York, and Ogdensburg CSD, Ogdensburg, NY 13669.

The school district is authorized by law, under Section 4402(2)(b) 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 the public schools, and

WHEREAS, Brookville Center for Children’s Services, Inc. is a non-public institution operating special classes for handicapped children,

NOW, THEREFORE, the parties mutually agree as follows:

FIRST: Brookville Center for Children’s Services, Inc. agrees to provide instructional services to students specified by the district in accordance with their IEP for the period July 1, 2025 to June 30, 2026, and the services are to be provided by teachers and/or related service professionals possessing appropriate qualifications and certifications, and will submit reports of services rendered.

SECOND: Ogdensburg CSD shall pay to Brookville Center for Children’s Services, Inc., for each pupil, the tuition rate set by the State Education Department upon submission of an invoice with documentation of the student’s continued enrollment in the program. If the tuition rates for this school year are not available at the beginning of that school year, Ogdensburg CSD shall pay the rates applicable to the previous school year until the new rates are set, at which time the parties shall adjust tuition payments so that Ogdensburg CSD will have paid in accordance with the rates applicable to that current school year.

This Agreement, and the obligation of Ogdensburg CSD to make payment hereunder, shall terminate upon withdrawal of the student by Ogdensburg CSD for any reason whatsoever or termination of the approval of Brookville Center for Children’s Services, Inc. by the Commissioner of Education.

Upon any termination, Ogdensburg CSD shall pay to Brookville Center for Children’s Services, Inc. the pro-rata portion of the monthly tuition for that part of the month when services were furnished prior to termination.

THIRD: Brookville Center for Children’s Services, Inc. shall accord the school district the following:

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

FOURTH: Brookville Center for Children’s Services, Inc. agrees to defend, indemnify and hold harmless Ogdensburg CSD and its agents, officers, trustees, employees and attorneys from and against all claims, damages, losses and expenses, including but not only limited to attorney’s fees, arising out of or resulting from the performance of this agreement.

FIFTH: Brookville Center for Children’s Services, Inc. shall be responsible for compliance with the requirements of Project SAVE and the SAFE SCHOOL ACTS, with respect to any person providing services by Brookville Center for Children’s Services, Inc. under the terms of this agreement. All persons providing services by or through Brookville Center for Children’s Services, Inc. under the terms of this agreement shall have received appropriate fingerprinting clearance as required by law, prior to providing services to the above named student (s). Appropriate written proof of such clearance shall be provided to Ogdensburg CSD prior to such person (s) providing services to the student.

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

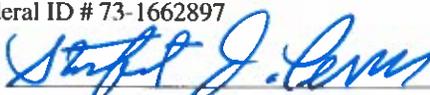
BOARD OF EDUCATION OF  
Ogdensburg CSD

DATE: \_\_\_\_\_

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

Brookville Center for Children’s Services, Inc.  
Federal ID # 73-1662897

DATE: 11/12/25

By:   
Stanford J. Perry, Chief Executive Officer