

Agreement made this 2nd day of June, 2020, by and between the HALDANE CENTRAL SCHOOL DISTRICT and the GARRISON UNION FREE SCHOOL DISTRICT, for the education of secondary students from the Garrison Union Free School District.

WITNESSETH:

TERM OF INSTRUCTION CONTRACT

The Contract shall be for a period of one year commencing July 1, 2020 and expiring June 30, 2021.

CONDITIONS

I. Garrison Union Free School District agrees to send interested secondary school students who are entering grades 9 – 12, to the Haldane Central School District and particularly to the Haldane High School for instruction.

II. The Haldane Central School District agrees to receive all interested secondary school students who are entering grades 9 – 12, and to instruct them at the Haldane High School.

III. The Haldane Central School District agrees that interested secondary school students from the Garrison Union Free School District, who are entering grades 9 – 12, shall be permitted to complete their high school program at the Haldane High School, unless subject to discipline or expulsion in accordance with Education Law and District policy.

IV. The Garrison Union Free School District agrees to provide the Haldane Central School District in writing by April 1 with names of each interested secondary student who will attend the Haldane High School in the following school year. Students, who are enrolled after September 1, will have their tuition calculated on a pro-rated basis.

V. The Haldane Central School District shall have and retain the same powers with respect to the education of such Garrison Union Free School District students as it has by law and regulations with respect to its own students, including, by way of example and not by way of limitation, the power to discipline and suspend students and to adjust their programs according to the needs and behavior of the individual students.

VI. Haldane agrees that any Garrison student who enrolls as a Haldane High School student will be permitted to remain at Haldane for the duration of his/her high school career, and Garrison likewise agrees to offer any such student the choice of remaining at Haldane until graduation subject to the payment of appropriate tuition.

VII Garrison hereby agrees to reimburse and hold harmless Haldane for the costs of any proceeding and/or litigation, including but not limited to attorney fees, resulting from the administration of special education responsibilities to Garrison students. The costs include but are not limited to costs associated with proceedings brought pursuant to Part 200 of the Regulations of the Commissioner of Education.

TUITION CHARGES

I. The Garrison Union Free School District agrees to pay, and the Haldane Central School District agrees to accept tuition for the instruction of such Garrison Union Free School District students as follows:

(1) A. The 2020-2021 School Year Tuition for students enrolled in regular education shall be \$13,980 as calculated at the prior year tuition rate of \$13,713 increased by the lesser of the actual percentage increase in (a) the prior year budget-to-budget or (b) the prior year school tax rate for the Town of Philipstown.

B. Tuition for students placed in special education programs by the Committee on Special Education at the Haldane Central School District or accommodations pursuant to Section 504 will be calculated using the formula specified in Section 174.2 of the Regulations of the Commissioner of Education. For the purposes of completing State Aid claim forms for Public Excess Cost aid payable for special education services provided to these students, the Haldane Central School District shall report the full-time-equivalent enrollment and intensity of service provided to such students (1) to the Garrison Union Free School District and (2) on its claim forms to the State Education Department as "Nonresident Students in District operated Program." The Garrison Union Free School District shall report such full-time-equivalent enrollment and intensity of service to the State Education Department on its claim forms as "Resident Students Served in Other Public School District Programs." Based on such reports, the Haldane Central School District will receive any Public Excess Cost Aid payable for the special education services provided to such students directly from the State, and shall provide the Garrison Union Free School District all IEP's and quarterly records of the actual instruction provided to each individual student with special needs prior to the payment of tuition.

(a) Students receiving 60% special education services will be billed at 1.7 weighting of the base rate.

(b) Students receiving 20% to 59% special education services will be billed at .9 weighting of the base rate.

(c) Students receiving less than 2 periods per week will be billed at .13 weighting of the base rate.

(d) Additional services, such as, but not limited to, OT/PT or counseling, shall be an additional charge based on actual costs.

(e) Students receiving instruction prior to or following attendance at the BOCES Tech Center will be billed on a prorated basis for both programs.

(f) Tuition and related service expenses for students who are placed in an out-of-district program by the committee on Special Education will be the responsibility of the Garrison School District.

(g) Any state and BOCES aid received by Haldane for Garrison students placed in special educational programs (as approved by the CSE) at Haldane or in full-time out-of-district placements will be rebated to Garrison on the next billing cycle.

II. All transportation, including that required for the regular school day for regular education and special education students, as well as any transportation for early or late bus runs shall be the sole responsibility of Garrison.

III. The Haldane Central School District will bill the Garrison Union Free School District for tuition charges on a per-semester basis, and the Garrison Union Free School District agrees to pay those charges within thirty (30) days of the billing date.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.

HALDANE CENTRAL
SCHOOL DISTRICT

GARRISON UNION FREE
SCHOOL DISTRICT

BY: 

President, Board of Education

BY: 

President, Board of Education

Plus Benanti
Superintendent of Schools
Haldane CSD