

Agreement made this 6th day of July, 2021 by and between the HALDANE CENTRAL SCHOOL DISTRICT and the SAINT BASIL ACADEMY, 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, 2021 and expiring June 30, 2022.

CONDITIONS

- I. The Saint Basil Academy 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, provided that Haldane can meet their instructional, behavioral, and emotional needs on the Haldane campus. Following receipt of a complete registration packet as described in Item IV below, the Committee on Special Education and/or the Clinical Team, under the direction of the Superintendent, High School Principal, or their designee, will convene to review appropriate student placement, if necessary.
- III. The Haldane Central School District agrees that interested secondary school students from the Saint Basil Academy, 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 Saint Basil Academy 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. The Saint Basil Academy agrees to provide a complete registration packet for each student to include academic records, a current physical and health records, Individual Education Plans, and any existing family court documents and psychological or psychiatric reports. Complete registration packets must be received by August 15 in order for placement to be considered for the first day of school. Student registrations received during the school year will require up to two weeks for processing and placement determination. 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 Saint Basil Academy students as it has by law and regulations with respect to its 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 Saint Basil Academy 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, unless subject to discipline or expulsion in accordance with Education Law and District Policy. The Saint Basil Academy likewise agrees to offer any such student the choice of remaining at Haldane until graduation, subject to the payment of appropriate tuition.
- VII. Saint Basil Academy 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 Saint Basil Academy 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

TUITION CHARGES

I. The Saint Basil Academy agrees to pay, and the Haldane Central School District agrees to accept tuition for the instruction of such Saint Basil Academy District: students as follows:

(1) A. The estimated 2021-2022 School Year Tuition for students enrolled in regular education shall be \$16,264 as calculated as the average of the 2020-2021 year tuition rate of \$13,980 and the actual 2019-2020 Seneca Falls Net Cost per grade 7-12 student rate. This rate will be adjusted and re-billed when the actual 2021-2022 Seneca Falls tuition rates are finalized. For 2022-2023, the estimated tuition will be the 2020-2021 actual Seneca Falls rate, adjusted and re-billed when the actual 2022-2023 Seneca Falls rates are finalized.

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 Saint Basil Academy and (2) on its claim forms to the State Education Department as "Nonresident Students in District operated Program." The Saint Basil Academy 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 Saint Basil Academy 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.

(f) Tuition, related service expenses and all other costs for students who are placed in an out-of-district program by the Committee on Special Education will be the sole responsibility of the Saint Basil Academy.

(g) Any state and BOCES aid received by Haldane for Saint Basil Academy 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 Saint Basil Academy within 90 days of receipt of such aid.

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 Saint Basil Academy.

III. The Haldane Central School District will bill the Saint Basil Academy for tuition charges on a per-semester basis, and the Saint Basil Academy 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

BY:  _____

President, Board of Education

BY:  _____

Philip Benante, Ed. D., Superintendent of Schools

SAINT BASIL ACADEMY

BY:  _____

Director