

Agreement made this 21st day of June 2022, 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.

TERM OF INSTRUCTION CONTRACT

The Contract shall be for a period of four (4) years commencing July 1, 2022 and expiring June 30, 2026.

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 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 January 2 with names of all interested current secondary students who will attend 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 students, including, by way of example and not by way limitation, the power to discipline and suspend students and to adjust their programs according to the needs and behavior of the individual students.
- VI. The Garrison Union Free School District agrees to reimburse and hold harmless the Haldane Central School District 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 as follows:
 - a. The 2022-2023 School Year Tuition for students enrolled in Haldane Central School District shall be \$16,495.
 - b. In subsequent years, tuition shall be calculated / negotiated in accordance with the following:
 - i. for students in grades 9 through 12 in the 2022-23 school year, tuition will increase by the CPI or 2%, whichever is less;
 - ii. for students entering grade 9 in the 2023-24 school year, tuition will be negotiated by the parties.
 - c. In addition to the above, the Garrison Union Free School District agrees to pay for any additional tuition, related service expenses and all other costs for students who are placed in out-of-district programs by the Committee on Special Education. Any state and BOCES aid received by the Haldane Central School District for Garrison students placed in special education programs (as approved by the CSE) in full-time out-of-district placements will be rebated to Garrison within 90 days of the receipt of such aid.
- II. Students who attend PNWBOCES Career & Technical Education program for a half-day and Haldane High School for a half-day will be billed at 50% of the base tuition rate and the BOCES CTE costs.
- III. 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 the Garrison Union Free School District.
- IV. The Haldane Central School District will bill the Garrison Union Free School District for tuition charges on a quarterly basis, and the Garrison Union Free School District agrees to pay those charges within thirty (30) days of the billing date.

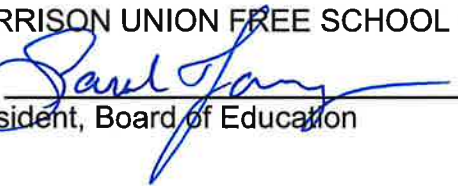
IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.

HALDANE CENTRAL SCHOOL DISTRICT

BY: 
President, Board of Education

BY: 
Phil Benante, Superintendent of Schools

GARRISON UNION FREE SCHOOL DISTRICT

BY: 
President, Board of Education

BY: 
Carl L. Albano, Superintendent of Schools