

MEMORANDUM OF AGREEMENT
between
GREENWOOD LAKE UNION FREE SCHOOL DISTRICT
and the
CHESTER UNION FREE SCHOOL DISTRICT

THIS MEMORANDUM OF AGREEMENT made this 17th day of September 2014, between the GREENWOOD LAKE UNION FREE SCHOOL DISTRICT, County of Orange, State of New York, party of the first part, hereinafter referred to as "GREENWOOD LAKE" and the CHESTER UNION FREE SCHOOL DISTRICT, County of Orange, State of New York, party of second part, hereinafter referred to as "CHESTER".

INSTRUCTION CONTRACT

WITNESSED, that whereas GREENWOOD LAKE is duly empowered to enter into a Contract with CHESTER whereby children of school age in grades 9-12 residing in the School District of GREENWOOD LAKE and enrolled in GREENWOOD LAKE may be taught in the School District of CHESTER commencing September 1, 2015, pursuant to the applicable provisions of the Education Law and as specifically provided for in the paragraphs which follow hereinafter;

I. TERM

The Contract shall be for a period of 22 months commencing September 1, 2015 and expiring June 30, 2017. It is the intent of the parties to enter into a successor contract prior to the expiration of the term of this contract. However, in the event that no successor contract is reached, those Greenwood Lake students who have attended high school in CHESTER shall be permitted to continue attendance at CHESTER through their graduation, at the last established tuition rate

II. TUITION CHARGES

A. Tuition Rate(s): Effective September 1, 2015, tuition for students attending school within CHESTER shall be:

1. Effective September 1, 2015 the tuition for regular education and special education students shall be \$9,690 per student, plus the lesser of 2% or CPI used to determine the Property Tax Cap Allowable Levy Growth Factor for the 2015-2016 school year. Effective September 1, 2016, the regular and special education tuition rates will increase by the lesser of 2% or CPI used to determine the Property Tax Cap Allowable Levy Growth Factor for the 2016-2017 school year.
2. Regular and Special Education C-TEC shall be the above charged tuition at 0.5x.
3. Special Education tuition shall be as indicated in section "A1," plus the actual direct cost for IEP services capped at Orange-Ulster BOCES rate. IEP related services, include, the following: 1:1 Para Educators, individual and group sessions of: speech; counseling; PT; OT. If Orange-Ulster BOCES does not provide the related service, it shall be capped by the rate of the applicable neighboring BOCES.

4. If a consultant teacher is on a student's IEP, the annual cost per student for the consultant teacher shall be determined by the average annual teacher's salary divided by 8 students, times the number of periods of instruction in a week divided by the total number of instructional periods in a year.
- B. All out-of-District placed students' tuition costs will be paid by GREENWOOD LAKE directly to the provider of such services including but not limited to BOCES and State-approved private schools.
 - C. For the purposes of completing State Aid claim forms for Public & Private Excess Cost aid payable for special education services provided to these students, CHESTER shall report the full-time-equivalent enrollment and intensity of service provided to such students: (1) to GREENWOOD LAKE and (2) on its claim forms to the State Education Department as "Nonresident Students in District Operated Program." GREENWOOD LAKE 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."
 - D. For the purposes of reporting to the System to Track and Account for Children (STAC), CHESTER will be named the "CSE District of Location". GREENWOOD LAKE will be named the "District of Residence" and the "Agency to be Paid." A copy of each STAC, will be forwarded to GREENWOOD LAKE, as entered or revised.
 - E. Based on such reports, GREENWOOD LAKE will receive any Public or Private Excess Cost Aid payable for the special education services provided to such students directly from the State.

III. BILLING PROCEDURE

Billing will be premised on enrollment as of the last Friday in September and in January. Bills will be issued semi-annually in October and February. Payment is to be made within thirty (30) days of receipt (receipt assumed to be two days subsequent to postmark of invoice). In the event the tuition for a particular student or students is disputed, the payment may be withheld as to the disputed student or students only, pending resolution, providing that full payment for the remainder of the invoice is paid in a timely fashion. Any final determination may be ultimately appealed to the Commissioner of Education within thirty (30) days.

IV. TRANSPORTATION

- A. GREENWOOD LAKE will be responsible for the transportation of GREENWOOD LAKE students to and from the school they attend, including transportation from Chester Schools for interscholastic sports.
- B. GREENWOOD LAKE and CHESTER shall share transportation services in order to mutually reduce costs to the greatest extent practicable, including but not limited to transportation to BOCES and Burke.

C. CHESTER shall be responsible for all transportation related disciplinary matters involving GREENWOOD LAKE students attending CHESTER.

V. LIAISON

A formal liaison from the Board of Education of GREENWOOD LAKE to the Board of Education of CHESTER shall be established by the following provisions:

- A. The liaison named shall be a seated Board Member of GREENWOOD LAKE.
- B. The selection of the liaison shall be made by August 1st of each school year and by mutual consent of the Presidents of the respective Boards; provided, however, that the President of the CHESTER Board may not withhold consent to more than two (2) members of the GREENWOOD LAKE Board proposed as liaison by the President of the GREENWOOD LAKE Board.
- C. The liaison shall receive all prepared board of education packets supplied to the CHESTER Board Members and shall sit at the table during all meetings of the Board of Education of CHESTER, with the exception of executive sessions.
- D. The liaison shall be allowed to speak to all issues brought before the Board and provide input, but shall not have voting privileges with regard to formal Board action in open session or Section 3020-a charges preferred during executive session.
- E. The liaison shall agree to hold to the same confidentiality standards to which members of CHESTER School Board are held. If a breach of confidentiality by the liaison, as determined by a court or other tribunal, shall result in any costs to CHESTER, GREENWOOD LAKE shall reimburse CHESTER for such costs, including but not limited to reasonable attorney fees and expenses related to court filings.
- F. The role of the GREENWOOD LAKE liaison to CHESTER Board of Education will be reviewed on an annual basis by the parties toward the goal of enhancing its effectiveness.

VI. SCHOOL REPORT CARD

- A. The CHESTER Administration will, at a public meeting in GREENWOOD LAKE, annually present to the GREENWOOD LAKE Board of Education a statistical analysis of the academic performance of GREENWOOD LAKE students.
- B. The GREENWOOD LAKE Superintendent will receive a copy of:
 - GREENWOOD LAKE student transcripts at the end of every academic year which should include Regents, SAT and AP scores, and the student's class ranking.
 - A list of each GREENWOOD LAKE senior student's college acceptances and ultimate destination, including military or vocational choices.
 - A copy of all Superintendent suspension letters at the time of occurrence.

- Immediate notification of student drop outs and home instruction.

VII. COMMITTEE ON SPECIAL EDUCATION

A member of the GREENWOOD LAKE professional staff will be added to the CHESTER CSE to allow further input regarding the special education services of GREENWOOD LAKE students. The CSE Chairperson shall work cooperatively and directly with the GREENWOOD LAKE Committee representative.

CSE meetings, which involve students from GREENWOOD LAKE, shall be scheduled at least fourteen (14) days in advance, when possible. The GREENWOOD LAKE CSE chairperson shall be immediately notified when a GREENWOOD LAKE student is referred to the Committee on Special Education for initial referral, additional evaluations and/or to an outside District placement, with the exception of an emergency CSE meeting, or Manifestation determination Team Meeting, at which time the GREENWOOD LAKE CSE member shall be notified and consulted before scheduling the meeting. No new special education programs shall be developed for classes made up primarily (50% or more) of GREENWOOD LAKE students without Greenwood Lake's written consent, said consent not to be unreasonably withheld.

VIII. BOARD APPROVAL

It is mutually agreed that this Contract shall not become valid and binding upon either party hereto until the same is approved by the District Superintendent of Schools.

IX. SELECTIVE CLASSIFICATION

GREENWOOD LAKE students shall be required to make a selection for High School by December 1st of their 8th Grade year, unless they are seeking Selective Classification to compete in athletics at the High School level during their 8th Grade year, in which case the High School selection shall be made by the preceding August 1st. GREENWOOD LAKE shall inform CHESTER by December 15 of the preceding school year, of the projected numbers, by grade level, of students expected to enroll in CHESTER and shall indicate the need for IEP's as applicable.

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

BY: 

President, CHESTER BOE

BY: 

President, GREENWOOD LAKE BOE

DATE: 9-23-2014

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APPROVAL OF SUPERINTENDENT

I have examined the above contract and find the same to be in compliance with the applicable provisions of the Education Law (Sections 2040 through 2044). I, therefore, approve the same.

William J. Hecht
(District Superintendent of Schools)

Dated: 10/6, 2014

Orange - Ulster BOCES
(Supervisory District)