

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

THIS MEMORANDUM OF AGREEMENT is made this 6th day of July, 2016, between the GREENWOOD LAKE UNION FREE SCHOOL DISTRICT, County of Orange, State of New York ("GREENWOOD LAKE"), and the CHESTER UNION FREE SCHOOL DISTRICT, County of Orange, State of New York ("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, 2017, pursuant to the applicable provisions of the Education Law and as specifically provided for in the paragraphs that follow hereinafter.

I. TERM

The Contract will be for a period of 22 months commencing September 1, 2017 and expiring June 30, 2019. 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 will 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, 2017, tuition for students attending school within CHESTER will be:

1. Effective September 1, 2017, the tuition for regular education and special education students will be \$10,200.00 per student, plus the lesser of 2% or CPI used to determine the Property Tax Cap Allowable Levy Growth Factor for the 2017-2018 school year. Effective September 1, 2018, 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 2018-2019 school year. However, in no event will the tuition be reduced for either school year, even if there is a negative CPI.
2. Regular and Special Education C-TEC will be the above charged tuition at 0.5x.
3. Special Education tuition will be as indicated in Paragraph II(A)(1) above, plus the actual direct cost for IEP related services capped at the applicable Orange-Ulster BOCES rate. "IEP related services" is defined as including only the following related services: 1:1 Para Educators; and individual and group sessions of: speech, counseling, PT and OT.

If Orange-Ulster BOCES does not provide an IEP related service, then the actual direct cost for that IEP related service will be capped by the rate imposed by the neighboring BOCES that is geographically closest to Orange-Ulster BOCES that provides the IEP related service.

4. If a consultant teacher is on a student's IEP, the annual cost per student for the consultant teacher will 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. Seniors attending a Community College for half or more of the school day will be charged tuition at 0.5x the charged tuition set forth in Paragraph II(A)(1) above. These students will have the right to access and make full use of all aspects of the CHESTER High School program including, but not limited to, guidance counseling with respect to the college application process; senior-specific events, including senior trips; athletics; and clubs.
 - C. 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.
 - D. 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 will 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 will 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."
 - E. 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.
 - F. 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. SPECIAL EDUCATION LIFE SKILLS SERVICES

With respect to GREENWOOD LAKE special education students who are receiving Life Skills Services, GREENWOOD LAKE and CHESTER will enter into a written amendment to this Agreement providing for a total cost to be charged to GREENWOOD LAKE for CHESTER's Life Skills Program for each school year.

IV. 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.

V. 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 will 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 will be responsible for all transportation related disciplinary matters involving GREENWOOD LAKE students attending CHESTER.

VI. LIAISON

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

- A. The liaison named will be a seated Board Member of GREENWOOD LAKE.
- B. The selection of the liaison will 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 will receive all prepared board of education packets supplied to the CHESTER Board Members and will sit at the table during all meetings of the Board of Education of CHESTER, with the exception of executive sessions.
- D. The liaison will be allowed to speak to all issues brought before the Board and provide input, but will 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 will agree to hold to the same confidentiality standards to which members of the CHESTER School Board are held. If a breach of confidentiality by the liaison, as determined by a court or other tribunal, will result in any costs to CHESTER,

GREENWOOD LAKE will reimburse CHESTER for such costs, including but not limited to reasonable attorneys' fees and expenses related to court filings.

- F. The role of the GREENWOOD LAKE liaison to the CHESTER Board of Education will be reviewed on an annual basis by the parties toward the goal of enhancing its effectiveness.

VII. SCHOOL REPORT CARD

The GREENWOOD LAKE Superintendent will receive a copy of:

- GREENWOOD LAKE student transcripts at the end of every academic year that 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.

VIII. COMMITTEE ON SPECIAL EDUCATION

- A. 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 will work cooperatively and directly with the GREENWOOD LAKE Committee representative.
- B. CSE meetings, which involve students from GREENWOOD LAKE, will be scheduled at least fourteen (14) days in advance, when possible. The GREENWOOD LAKE CSE chairperson will 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 will be notified and consulted before scheduling the meeting. No new special education programs will 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.
- C. If one or more CHESTER employees participate in a CSE meeting held for a GREENWOOD LAKE resident enrolled in a placement or school located outside of the CHESTER School District, then CHESTER will transmit invoices to GREENWOOD LAKE for reimbursement for payments actually made by CHESTER to these CHESTER employees equal to but not more than: the straight time hourly rate for the respective CHESTER employee multiplied by the number of hours (rounded up and in increments of 10 minutes) dedicated by that employee for participating in the meeting. These invoices will be transmitted to GREENWOOD LAKE on a monthly basis; will be due within 45 days of receipt (receipt assumed to be two days subsequent to postmark of invoice); and will include at least the following information: (a) the date of the CSE meeting; (b) the location of the CSE meeting; (c) the name of the student; (d) the name of the employee(s) participating in the meeting; (e) the time spent by the employee(s) in participating in the

meeting; and (f) the employees' straight time hourly rate. GREENWOOD LAKE is not responsible for reimbursing CHESTER for any overtime payments made to its employees.

D. Both Parties understand and agree that GREENWOOD LAKE is not responsible for paying CHESTER any tuition payments for GREENWOOD LAKE residents enrolled in a placement or school located outside of the CHESTER School District, except as provided in Paragraph VIII(C) above.

E. Any and all psychological consultations and psychological evaluations conducted with respect to GREENWOOD LAKE residents enrolled in a placement or school located outside of the CHESTER School District will not be conducted by a psychologist employed by or appointed by CHESTER. These consultations and evaluations will be conducted by a psychologist employed by or appointed by GREENWOOD LAKE. GREENWOOD LAKE will, therefore, be solely responsible for payments to the psychologist and CHESTER will not be entitled to reimbursement for these services.

IX. TRANSFER

8th Grade students will be required to select their High School of choice by December 15th. Transfer requests for 8th Grade students will only be considered before April 1st for the following school year.

Students will not be permitted to transfer High Schools once the school year has commenced.

The Superintendent will consider transfer requests submitted by current 9-12th Grade students before April 1st for the following school year.

X. BOARD APPROVAL

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

XI. SELECTIVE CLASSIFICATION

GREENWOOD LAKE students will be required to make a selection for High School by December 15th 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 will be made by the preceding August 1st. Students will be subject to the applicable NYSPHSAA transfer rules when selecting their High School of choice.

XII. MISCELLANEOUS

A. This Agreement constitutes the entire agreement between the parties regarding the subject matter hereof and no other promises have been made. There are no other agreements, oral or otherwise. This Agreement may only be modified by written agreement executed by both parties.

- B. This Agreement may be executed with original signatures in counterparts, or by facsimile or PDF-scanned signatures in counterparts, all of which will be deemed legally binding as fully as an original signature.
- C. This Agreement is subject to ratification by the Boards of Education for both CHESTER and GREENWOOD LAKE. In the event that one or both Boards of Education does not ratify it, this Agreement will become null and void and no adverse inference will be drawn against any party by virtue of having entered into it.

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

BY: 

 President, CHESTER BOE

DATE: 7-6-16

BY: 

 President, GREENWOOD LAKE BOE

DATE: 6-22-2016

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.



 (District Superintendent of Schools)

Dated: 7/6, 2016

Orange - Ulster BOES

 (Supervisory District)