

**SPECIAL CLASS CONSORTIUM AGREEMENT  
BY AND BETWEEN  
GARRISON UNION FREE SCHOOL DISTRICT,  
HALDANE CENTRAL SCHOOL DISTRICT  
and  
PUTNAM VALLEY CENTRAL SCHOOL DISTRICT**

*September 1, 2018 – June 30, 2019*

WHEREAS, the **Garrison Union Free School District**, having its principal offices at 1100 Route 9D, Garrison, New York, 10524 (hereinafter "Garrison"), the **Haldane Central School District**, having its principal offices at 15 Craigside Drive, Cold Spring, New York, 10516 (hereinafter "Haldane"), and the **Putnam Valley Central School District**, having its principal offices at 146 Peekskill Hollow Road, Putnam Valley, New York 10579 (hereinafter "Putnam Valley") are public school districts duly constituted under the Education Law of the State of New York; and

WHEREAS, each of the Districts is authorized by law to provide appropriate instruction, including special education, for resident students as well as nonresidents upon such terms as prescribed by the Board of Education; and

WHEREAS, each of the Districts has determined that it is in the best interests of the respective Districts to enter into this agreement to form a consortium for the provision of special education to students of the three Districts which make up the consortium upon the terms stated herein so as to provide for appropriate special education placements for their students in a quality and cost-effective manner;

NOW THEREFORE, Garrison, Haldane, and Putnam Valley (hereinafter individually referred to as "District" and collectively referred to as "Districts") mutually agree as follows:

1. The Districts agree to accept appropriate students of other Districts in the consortium as tuition students with such tuition to be paid by the Sending District. Appropriateness shall be determined upon review of evaluative data, IEP and any other pertinent reports and visitation/intake process as determined by the Receiving District.
2. The Sending District agrees to pay the Receiving District for tuition in the amount of \$35,000 per student for the 2018 - 2019 school year.
3. The Receiving District agrees to provide the services as set forth in the student's IEP, completed by the Committee on Special Education of the Sending District and given to the Receiving District. A copy of the IEP will be promptly forwarded by the Sending District and shall be acknowledged as received by the Receiving District. All costs for IEP-mandated related services not included in the program shall be billed at the actual

Receiving District's cost. The Receiving District agrees to bill the Sending District by January 1 and the final payment shall be made by June 1 of the school year services are provided.

4. The Receiving District agrees to report to the Sending District on the progress of the students on a regular basis provided, however, that the Sending District can request written reports no more often than quarterly during the school year and provided further that the Receiving District shall send to the Committee on Special Education of the Sending District a final written report no later than May 1 of the school year. It is understood that the Sending District as well as the parents shall have access to any records made or maintained by the Receiving District.
5. The Sending District shall be responsible for ordering and reporting student New York State assessments and awarding diplomas.
6. The Receiving District will conduct the re-evaluations as per the Student's IEP.
7. The Receiving District agrees to permit a representative or representatives of the Committee on Special Education of the Sending District to visit the program in which the child is enrolled on appropriate notice. The Receiving District will require appropriate teachers and/or related service providers to attend meetings held by the Committee on Special Education of the Sending District.
8. The Sending District shall maintain CSE responsibility (e.g., reviewing progress, annual review) for the student except for the provision of the particular special education services contracted for herein. The Receiving District shall have primary responsibility for implementation of a student's IEP and monitoring progress toward annual goals and/or short-term objectives.
9. Nothing herein shall be construed from preventing either the Sending or Receiving District from taking such action as it may deem necessary, reasonable or appropriate with regard to the discipline of a student for violation of law, violation of either school's disciplinary code or for any other valid reason. Either the Sending or Receiving District may take disciplinary action against a student when appropriate, in accordance with provisions of the relevant District Code of Conduct and Federal and New York State law. In the event that either State or Federal law requires a student to remain in the educational program of the Receiving District, it is expressly agreed that the Sending District shall be obligated to continue to pay tuition and all costs of related services for the entire period of time that the student remains in the educational program of the Receiving District.
10. When either the Sending or Receiving District proposes to or takes disciplinary action against a student, it shall afford the required due process under the applicable Code of Conduct as well as Federal and New York State law. The District imposing or proposing to discipline a student shall immediately notify the Superintendent of Schools of the other District of any immediate or proposed disciplinary action.

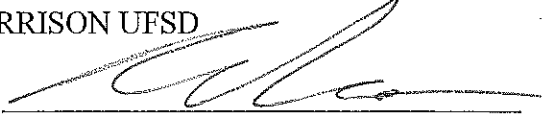
11. To the extent permitted by law, it is understood and agreed that nothing in this Agreement shall require any District to continue a program beyond the end of a school year, and it is further understood that a District may terminate a program in its entirety at the end of a school year for any reason it deems appropriate.
12. This Agreement shall be effective upon its approval by each of the respective Boards of Education of the Districts referenced above. The Districts agree to meet to review the feasibility of a continuation of this Agreement as well as any modifications of the tuition rate structure as set forth herein.
13. Each Board of Education of the Districts participating in this Agreement shall take action necessary to ensure its continued participation in the Agreement at its annual reorganization meeting in July.
14. Appropriate representation of each District participating in this Agreement shall meet twice a year to ascertain the status of the Agreement and make recommendations for necessary revisions and amendments for mutually beneficial purposes.
15. Participating Districts will notify the Consortium of their intent to continue as members of the Consortium by February 1<sup>st</sup>.
16. Participating Districts will notify the Consortium if the current program will be dissolved by March 15<sup>th</sup>.
17. The special education and alternative education programs operated by each District will be located in appropriate and adequate facilities. Each District will, at its own cost and expense, properly maintain the premises used by it for the operation of such special education programs and shall keep the premises clean and healthy at all times.
18. In accordance with applicable Federal and New York State law and regulation, each District warrants that its' special education programs will be staffed by properly licensed and qualified teachers and related service providers. Each District understands and agrees that it shall comply and is responsible for complying with all applicable Federal, State, and local statutes, rules, regulations and ordinances, including the New York State Safe Schools Against Violence in Education (SAVE) legislation. Each District shall adhere to all fingerprinting requirements and protocols as established by such District and the State Education Department. Each District further agrees and understands that all teachers and related service providers must be cleared by the New York State Education Department in accordance with the provisions contained in the SAVE Legislation prior to providing services to students under this Agreement.
19. Each District will, at its own cost and expense, maintain throughout the term of this Agreement its' customary levels of comprehensive general and professional liability insurance, which are hereby deemed to be adequate.

20. The Receiving District hereby agrees to defend, hold harmless and indemnify the Sending District, its Board of Education, administrators, employees and agents, from and against any and all claims, suits, actions, proceedings, liability, losses, damages, judgments, demands and expenses (including but not limited to court costs and reasonable attorney's fees) for personal injuries, death and/or property damages arising out of the acts and/or omissions of the Receiving District, its Board of Education, administrators, employees or agents, under this Agreement, except to the extent that such claims, etc. are caused by the negligence of the Sending District, its Board of Education, administrators, employees and agents.
21. The Sending District hereby agrees to defend, hold harmless and indemnify the Receiving District, its Board of Education, administrators, employees and agents, from and against any and all claims, suits, actions, proceedings, liability, losses, damages, judgments, demands and expenses (including but not limited to court costs and reasonable attorney's fees) for personal injuries, death and/or property damages arising out of the acts and/or omissions of the Sending District, its Board of Education, administrators, employees or agents, under this Agreement, except to the extent that such claims, etc. are caused by the negligence of the Receiving District, its Board of Education, administrators, employees and agents.
22. With respect to all work, duties and obligations hereunder, it is mutually understood and agreed that the parties hereto are at all times acting and performing as independent contracting parties and not as employees, agents, borrowed servants, joint ventures or partners of each other and such independent contractual relationships shall be respected hereunder. Nothing in this Agreement is intended, nor shall anything in the Agreement be construed to create, an employee/employer relationship between the parties. The Receiving District's employees or agents shall not be entitled to any compensation from the Sending District or to other benefits provided by the Sending District to its employees. The Sending District's employees or agents shall not be entitled to any compensation from the Receiving District or to other benefits provided by the Receiving District to its employees.
23. This Agreement may be amended or its terms may be waived only by mutual written agreement of the parties. The failure of any party to enforce any provisions of this Agreement shall not be construed as a waiver of that or any other provision.
24. This Agreement states the entire agreement of the parties and supersedes all prior negotiations, agreement and understanding between the parties with respect to the subject matter hereof.
25. If any part of this Agreement is held to be invalid, unenforceable, or illegal, such determinations shall not affect any other provision of this Agreement, and this Agreement shall then be construed as if the impermissible provision had never been contained herein.

IN WITNESS WHEREOF, the Board of Education of Garrison Union Free School District, Haldane Central School District, and Putnam Valley Central School District have each caused this Agreement to be signed by each of their respective Presidents and Superintendents on the day and year noted hereafter.

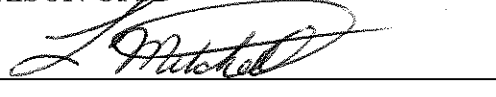
BOARD OF EDUCATION PRESIDENT  
GARRISON UFSD

Date: 8/21/18

By: 


SUPERINTENDENT OF SCHOOLS  
GARRISON UFSD

Date: 8/21/18

By: 

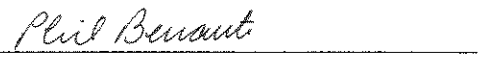
BOARD OF EDUCATION PRESIDENT  
HALDANE CSD

Date: 8/16/18

By: 

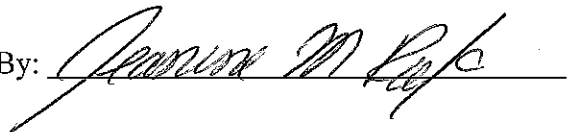
SUPERINTENDENT OF SCHOOLS  
HALDANE CSD

Date: 8/16/18

By: 

BOARD OF EDUCATION PRESIDENT  
PUTNAM VALLEY CSD

Date: 09-06-18

By: 

SUPERINTENDENT OF SCHOOLS  
PUTNAM VALLEY CSD

Date: 9/6/18

By: 