

ADDENDUM to CONTRACT
pursuant to
ARTICLE 41 of the NEW YORK EDUCATION LAW
between the
BOARD OF EDUCATION
RIPLEY CENTRAL SCHOOL DISTRICT
and the
BOARD OF EDUCATION
CHAUTAUQUA LAKE CENTRAL SCHOOL DISTRICT

This Addendum to Contract Pursuant to Article 41 of the New York State Education Law is made by and between the Board of Education of the Ripley Central School District (“Ripley”) and the Board of Education of the Chautauqua Lake Central School District (“Chautauqua Lake”) (the term “District” may also be used to refer to either Ripley or Chautauqua Lake, and the term “Districts” shall refer to both of them). This document is an addendum to the agreement between the two districts set pursuant to Form SA-10, University of the State of New York, the State Education Department, Bureau of Educational Management Services (“SA-10 agreement”), and the terms herein are part of the SA-10 agreement in the same manner as if they were stated directly in that document. This Addendum shall be deemed to be effective July 1, 2014, and supersedes and replaces any previous addendum or addenda entered into by the Districts with respect to this matter, including the Addendum executed during March 2013, the Addendum executed during July 2013 and the Addendum executed during April 2015. Accordingly, the SA-10 agreement and this Addendum together constitute the “Contract.”

I. Definitions

In this Contract the following terms shall carry the following meanings:

A. “Student” shall mean a person who is a resident of Ripley in accordance with the provisions of the New York Education Law and who has been determined by Ripley to be placed in one of the grades from 7 through 12, inclusive.

B. "Year," "fiscal year" and "school year" shall mean a period beginning on July 1 and ending on the following June 30.

C. "Cost" shall mean the net actual cost of the program, item or employee at issue, after deducting the amount of any state aid received in connection with that expenditure.

II. Duration of Contract

This Contract shall be effective as of July 1, 2018 and shall be subject to termination and/or extension as provided in Section XII herein.

III. Tuition and Costs

A. The annual tuition rate for each full-time general education student shall be \$7,813 for the 2018-2019 fiscal year.

B. If a student is enrolled half-time in Chautauqua Lake (usually because the student is enrolled part-time in the BOCES), the tuition paid to Chautauqua Lake will be one-half the amount for a full-time student pursuant to sub-section A, above, which for the 2018-2019 school year will be \$3,906.50. ~~Any program costs due to the BOCES will be paid directly by Ripley.~~

C. If a student is enrolled full-time in an alternative education program at the BOCES, Ripley will pay the BOCES program costs directly to BOCES. No tuition will be paid to Chautauqua Lake for such students.

D. For a special education student placed in a program operated by Chautauqua Lake, Ripley will pay to Chautauqua Lake the cost incurred by Chautauqua Lake to provide required instruction or services such as resource room, consultant teacher, integrated co-teaching, occupational therapy, physical therapy, speech, counseling, vision therapy or any other related service, in addition to the tuition as set elsewhere in this Section III. Chautauqua Lake shall initially bill Ripley based upon costs actually incurred for the provision of such services. Then, when Chautauqua Lake receives a final audited bill from BOCES, as well as final confirmation of actual state aid received for all sources, including but not limited to STAC aid, Chautauqua

Lake shall issue a final bill to Ripley for the actual net cost of the services provided. If the payments already received by Chautauqua Lake from Ripley exceed the actual net cost of the services provided, then Chautauqua Lake shall credit that excess against subsequent amounts billed to Ripley under this Agreement. If the payments already received by Chautauqua Lake from Ripley are less than the actual net cost of the services provided, then Chautauqua Lake shall issue a bill to Ripley for the final amount still due and owing. If any such final billing credits or payment amounts due and owing remain upon the termination of this Agreement, the Districts will issue payment one to the other as appropriate to reconcile their payment obligations under this Agreement.

E. For a special education student who is enrolled in a BOCES program on a full-time basis, Ripley will pay to Chautauqua Lake the cost of the student's program pursuant to the standards and procedures set forth above in subparagraph D. Chautauqua Lake shall initially bill Ripley based upon costs actually incurred for the provision of such services. Then, when Chautauqua Lake receives a final audited bill from BOCES, as well as final confirmation of actual state aid received for all sources, including but not limited to STAC aid, Chautauqua Lake shall issue a final bill to Ripley for the actual net cost of the services provided. If the payments already received by Chautauqua Lake from Ripley exceed the actual net cost of the services provided, then Chautauqua Lake shall credit that excess against subsequent amounts billed to Ripley under this Agreement. If the payments already received by Chautauqua Lake from Ripley are less than the actual net cost of the services provided, then Chautauqua Lake shall issue a bill to Ripley for the final amount still due and owing. If any such final billing credits or payment amounts due and owing remain upon the termination of this Agreement, the Districts will issue payment one to the other as appropriate to reconcile their payment obligations under this Agreement.

F. For a student in a private placement, Ripley shall pay to Chautauqua Lake the cost of the program pursuant to the standards and procedures set forth above in subparagraph D. Chautauqua Lake shall initially bill Ripley based upon costs actually incurred for the provision of such services. Then, when Chautauqua Lake receives a final audited bill from BOCES, as well as final confirmation of actual state aid received for all sources, including but not limited to

STAC aid, Chautauqua Lake shall issue a final bill to Ripley for the actual net cost of the services provided. If the payments already received by Chautauqua Lake from Ripley exceed the actual net cost of the services provided, then Chautauqua Lake shall credit that excess against subsequent amounts billed to Ripley under this Agreement. If the payments already received by Chautauqua Lake from Ripley are less than the actual net cost of the services provided, then Chautauqua Lake shall issue a bill to Ripley for the final amount still due and owing. If any such final billing credits or payment amounts due and owing remain upon the termination of this Agreement, the Districts will issue payment one to the other as appropriate to reconcile their payment obligations under this Agreement.

G. Where a special education student's individualized education program ("IEP") includes a requirement for a one-to-one aide and Chautauqua Lake provides that aide, Ripley will pay to Chautauqua Lake the cost of the aide. No later than thirty (30) days before the end of each school year, Ripley and Chautauqua Lake shall meet to review the terms of this paragraph and determine whether these terms should be retained, revised or deleted.

H. No later than November 30th of each year of this Contract, representatives of Ripley and Chautauqua Lake will meet to discuss the tuition rate that shall be in effect for the subsequent school year. ~~The Districts agree that any adjustments to the tuition rates shall be based upon identified increases in expenditures which are utilized in the instruction of the Ripley students.~~ The Districts agree that they shall endeavor in good faith to reach agreement on any change in the tuition rate no later than February 1st of each year. If an agreement on the tuition rate for the subsequent school year has not been reached by February 1st, the Districts may request the services of a mutually agreed upon neutral third party to serve as a mediator in those discussions, with any expenses to be shared equally by both Districts. In the event the parties have not reached agreement by March 31st, the tuition rate for the subsequent school year shall increase by two percent (2%) unless the Districts agree to a different percentage change in writing.

I. The tuition rates as set forth in this paragraph are all stated on an annual basis. If a student attends Chautauqua Lake for less than the full school year, the amount of tuition shall

be pro-rated based on the number of days the student was enrolled in Chautauqua Lake as compared to the number of student attendance days for that school year.

IV. Other Support

A. During each year of this Contract, Ripley may provide school social worker services to Chautauqua Lake to address the needs of Ripley students; the extent of such support shall be mutually determined by the Districts.

B. Ripley will work with Chautauqua Lake to make available books and materials purchased with the funds Ripley receives as textbook aid to support the textbook and materials needs of the Ripley students attending Chautauqua Lake.

C. Ripley will make available to Chautauqua Lake any 7-12 library books, materials, computers, software or equipment in its possession which are owned by Ripley or the BOCES and which Chautauqua Lake may be able to use in its 7-12 program. All such items shall remain the property of Ripley or the BOCES, as applicable, and shall be returned upon the end of their use by Chautauqua Lake. Any such items owned by the BOCES shall be subject to any rules and regulations governing the use of such BOCES items.

V. Billing

The amounts that Ripley owes Chautauqua Lake under this Contract shall be billed by Chautauqua Lake to Ripley quarterly, unless the District mutually agree to a different schedule. Different type of expenses may be subject to different billing schedules. Ripley shall endeavor to pay Chautauqua Lake for each bill within thirty (30) days of the date Ripley receives it.

VI. Special Education Students

A. In accordance with Section 200.2(f) of the Regulations of the Commissioner of Education, the Committee on Special Education ("CSE") of Chautauqua Lake shall serve as the committee on special education for all Ripley students covered by this Contract. Ripley shall be responsible for the cost of the special education program, placement and related services for

Ripley students in accordance with the preceding provisions of this Contract.

B. Chautauqua Lake shall inform Ripley in writing within five (5) days from the date of the recommendation of the Chautauqua Lake CSE concerning the program, placement and related services of each Ripley special education student whose IEP has been prepared by the Chautauqua Lake CSE.

C. Ripley shall appoint a representative to serve on the Chautauqua Lake CSE with respect to all Ripley students. The Ripley representative shall not serve on the CSE when it is addressing students other than Ripley students.

VII. Transportation

A. For students who attend Chautauqua Lake on a full-time basis, Ripley will provide transportation to and from Chautauqua Lake at the start and the end of the school day in accordance with Section 3635 of the New York State Education Law.

B. For full-day special education and alternative education students, as well as morning and afternoon career and technology students, who attend the BOCES, Ripley will provide transportation to and/or from the BOCES at the start and the end of the school day in accordance with Section 3635 of the New York State Education Law and/or the IEP of a special education student.

C. Mid-day transportation of students to and from BOCES may be provided by Chautauqua Lake pursuant to mutual agreement of the two Districts. Ripley shall pay to Chautauqua Lake any additional costs that are actually incurred as a result of transporting the Ripley students.

D. Ripley will provide transportation for special education student(s) to a private placement as stated in the student's IEP.

VIII. Student Transition

Ripley and Chautauqua Lake will work cooperatively to prepare schedules and related orientation activities for all students who will be attending Chautauqua Lake for the first time in the up-coming school year. Prior to the start of the academic year, Chautauqua Lake will provide an opportunity for such students to visit the school in order to learn the location of their individual lockers and their schedules.

IX. School Closings

In the event that on a given day Ripley is unable to transport its students to Chautauqua Lake (e.g., due to poor weather), Ripley students will be given reasonable assistance and opportunities to correct and complete any school work missed as a result of the closing. In addition, tardiness or absences that are directly the result of problems experienced due to transportation provided by Ripley will not adversely affect student status in the regular school program or in any extracurricular activities.

X. Annual Notice

No later than April 1 of each year of this Contract, Ripley shall provide written notice to Chautauqua Lake of the estimated number of students in each grade level for the following school year, as well as the estimated number of students who will be classified and in need of an IEP for the following school year.

XI. Cross-Additional Insured and Hold Harmless:

A. Chautauqua Lake and Ripley each respectively agree to substantially maintain at a minimum the types and amounts of insurance coverage set forth in the respective attached insurance certificates and shall name each other (to include the other District's officers, employees, interim administrators, authorized volunteers and committee members, student teachers, auxiliary instructors and members of the Board of Education) as additional insured with respect to such coverage.

B. Chautauqua Lake agrees to indemnify and hold harmless Ripley, and its officers, employees, agents, representatives, interim administrators, authorized volunteers and committee members, student teachers, auxiliary instructors and members of the Board of Education, from any and all liability, damages or judgments which may arise as a result of the activities undertaken pursuant to this Contract to the extent that any such liability, damages or judgments result from Chautauqua Lake's negligent conduct.

C. Ripley agrees to indemnify and hold harmless Chautauqua Lake, and its officers, employees, agents, representatives, interim administrators, authorized volunteers and committee members, student teachers, auxiliary instructors and members of the Board of Education, from any and all liability, damages or judgments which may arise as a result of the activities undertaken pursuant to this Contract to the extent that any such liability, damages or judgments result from Ripley's negligent conduct.

XII. Termination and Extension

No later than November 15th of each year of this Contract, either party may notify the other in writing that it no longer wishes to continue this Contract and that the education of Ripley students at Chautauqua Lake under the terms of this Contract shall discontinue upon the expiration of the then-current Contract term (i.e., on June 30th), unless the parties mutually agree to a different termination date. If neither District gives the other such notification, then this Contract shall be extended for one additional year (i.e., from July 1st through June 30th) under the then-current provisions of the Contract.

XIII. Applicable Law

This Contract is entered into under the laws of New York State, and it shall be governed and interpreted pursuant to New York law.

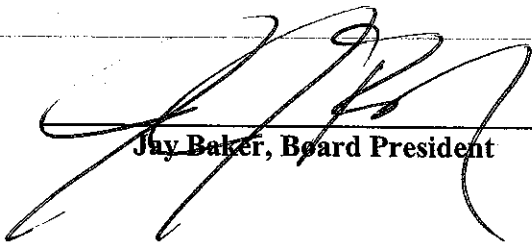
XIV. Provisions Severable

The terms of this Contract and the SA-10 agreement are severable. If any provision is found to be unenforceable, the Districts shall meet as soon as practicable to negotiate a replacement for it. In that event, the remaining portions of the Contract and the SA-10 agreement shall remain in full force and effect.

XV. Complete Agreement

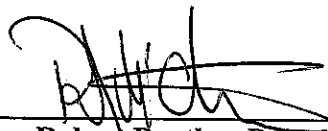
The terms of this Contract and the SA-10 agreement represent the complete agreement of the two Districts with respect to this matter. The terms of this Contract and the SA-10 agreement may not be amended except by the terms of a written document which has been approved by the Board of Education of each District and signed pursuant to that approval.

**Agreed for Chautauqua Lake
Central School District:**


Jay Baker, Board President

Dated: 7/11/2018

**Agreed for Ripley Central
School District:**


Robert Bentley, Board President
Paul McCutcheon

Dated: 8/16/18