

THE UNIVERSITY OF THE STATE OF NEW YORK  
THE STATE EDUCATION DEPARTMENT  
BUREAU OF EDUCATIONAL MANAGEMENT SERVICES  
CULTURAL EDUCATION CENTER – ROOM 3059  
ALBANY, NEW YORK 12230

Name of School District: Island Park Union Free School District  
(District receiving instruction to be  
entered above party of the first part)

County of Nassau, State of New York

**INSTRUCTION CONTRACT**

THIS AGREEMENT made this 21 day of May, 2013, between Island Park Union Free School District, County of Nassau, State of New York, party of the first part, and West Hempstead Union Free School District, County of Nassau, State of New York, party of the second part.

**WITNESSETH:**

Whereas the party of the first part is duly empowered to enter into a contract with the party of the second part as trustee of his/her school district whereby all, or part, of the children of school age in grades 9-12 residing in the Island Park Union Free School District, party of the first part, shall be entitled to be taught in the school district of the party of the second part during the school years commencing July 1, 2013, pursuant to the applicable provisions of the Education Law;

Whereas the party of the first part has determined to also permit students entering into the 9<sup>th</sup> grade for the 2013-2014 school year and for a period of four years thereafter to elect to attend the Long Beach City School District (hereinafter "Third Party School District");

Now, therefore, the party of the first part hereby agrees to pay to the party of the second part tuition in accordance with the provisions of the Education Law for receiving into and teaching in the public school in his/her school district during the term of this contract all, or part, of the children of school age residing in the school district of the said party of the first part; (See Rider annexed hereto) payment to be made as follows:

Monthly upon completion of services

and the said party of the second part hereby agrees that in consideration of the payment of such sums as hereinbefore provided all children covered under this contract shall be admitted into the


public school in the school district of the party of the second part, and be taught therein during the term of such contract; and such children shall be entitled to, and shall receive like and equal instruction to that imparted to the children of like ages, grades and departments and shall be accorded all the rights and privileges enjoyed by the resident children of the school district of the party of the second part in attendance at the school therein.

To be executed in triplicate and forwarded to District Superintendent of Schools.

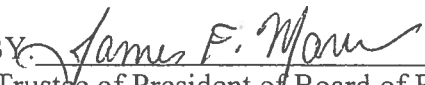
It is mutually agreed that this contract shall not become valid and binding upon either party thereto until the same shall be approved by the District Superintendent of Schools and the Commissioner of Education.

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

Island Park Union Free School District, Trafalgar Boulevard, Island Park, New York 11558

BY:   
(Trustee of President of Board of Education)  
(Party of the First Part)

West Hempstead Union Free School District, 252 Chestnut Street, West Hempstead, NY 11552

BY:   
(Trustee of President of Board of Education)  
(Party of the Second Part)

(Signatures required as follows:

For Board of Education, President  
For Three Trustee Districts, Chairman  
For Sole Trustee Districts, trustee only)

Rider to Instruction Contract Dated 5/21/13, 2013  
Between Island Park Union Free School District, Town of Hempstead  
Nassau County, New York and West Hempstead Union Free  
School District, Town of Hempstead, Nassau County, New York

IT IS FURTHER AGREED AS FOLLOWS:

1. The term of this contract shall be for a period of five school years and shall commence as of July 1, 2013 and terminate June 30, 2018. The current contract between the parties, which terminates June 30, 2013, shall be deemed annulled and of no further force and effect, upon its termination.

2. The tuition charge per pupil to be paid by Island Park Union Free School District (hereafter "Island Park") to West Hempstead Union Free School District (hereafter "West Hempstead") for each of the five school years covered by this contract shall initially be calculated in September of each such school year utilizing the per pupil charge set forth in the Estimated Non Resident Tuition Report (NRTEST) generated for the West Hempstead UFSD by the New York State Education Department State Aid Unit as follows:

(a) full time general education student tuition will be equal to the per pupil rate for general education 7-12 tuition stated on NRTEST reports multiplied by the number of Island Park pupils enrolled in West Hempstead as of September 1<sup>st</sup> of the school year;

(b) part time general education student tuition will be equal to 70% of the per pupil rate for general education 7-12 tuition stated on NRTEST reports multiplied by the number of Island Park pupils enrolled in West Hempstead part-time as of September 1<sup>st</sup> of the school year;

(c) full time special education student tuition for students placed in West Hempstead self-contained class will be equal to 1.5 multiplied by the per pupil rate for general education 7-12 tuition stated on NRTEST reports multiplied by the number of Island Park pupils enrolled in West Hempstead self-contained classes as of September 1<sup>st</sup> of the school year;

(d) full time special education student tuition for students placed in West Hempstead full time inclusion, resource room or consultant teacher programs will be equal to 1.2 multiplied by the per pupil rate for general education 7-12 tuition stated on NRTEST reports multiplied by the number of Island Park pupils enrolled in West

Hempstead full time inclusion, resource room or consultant teacher programs as of September 1<sup>st</sup> of the school year;

(e) part time special education student tuition for students placed in West Hempstead self-contained class will be equal to 1.2 multiplied by the per pupil rate for general education 7-12 tuition stated on NRTEST reports multiplied by the number of part-time Island Park pupils enrolled in West Hempstead self-contained as of September 1<sup>st</sup> of the school year;

(f) part time special education student tuition for students placed in West Hempstead full time inclusion, resource room or consultant teacher programs will be equal to 90% of the per pupil rate for general education 7-12 tuition stated on NRTEST reports multiplied by the number of part-time Island Park pupils enrolled in West Hempstead inclusion, resource room or consultant teacher programs as of September 1<sup>st</sup> of the school year.

Once the West Hempstead annual ST-3 is submitted and the State Aid Unit generates the actual non resident tuition for the fiscal year, actual per pupil tuition will be recalculated and monies will be debited or credited to Island Park based upon such end of the school year actual cost as recalculated.

3. Tuition charges will be calculated for each month based upon actual enrollment for the billing period in accordance with the formulas set forth in paragraph "2".

4. Island Park agrees to pay directly to any provider the actual costs of educational services, programs, and supports furnished to Island Park students at locations other than the West Hempstead High School.

5. Notwithstanding the stated duration of this contract, any Island Park pupil received into the schools of West Hempstead during the term of this agreement and the prior agreement between the parties in effect between July 1, 2008 through June 30, 2013, will be permitted to continue his or her education therein until graduation, and the terms and conditions of this agreement will continue to be applicable thereto and tuition charge will be calculated and paid in the same manner as provided herein.

6. Island Park pupils first attending High School shall elect, in writing, to attend West Hempstead by February 1<sup>st</sup> preceding the school year of attendance. Island Park pupils who fail to elect to attend West Hempstead within the deadlines set forth herein may be permitted to file a late request for attendance at West Hempstead in writing upon the mutual agreement of West Hempstead and Island Park. Any Island Park student received into the schools of West Hempstead may file a written request with Island Park and West Hempstead to transfer to the Third Party School District on or before April 1<sup>st</sup> for transfers that would be in effect for the following school year. Such requests shall be approved only once during a student's high school career.

7. At the beginning of each school year, West Hempstead and Island Park shall each designate a liaison to facilitate communication between the school districts regarding curriculum and program.

8. Provided both West Hempstead and Island Park receive written consent by the parents and/or guardians of Island Park pupils, or by eligible Island Park pupils over 18 years of age, West Hempstead agrees to share with Island Park student identifiable course grades and Regents grades of Island Park pupils at the end of each semester, and other achievement data of Island Park pupils as mutually agreed upon by the parties. West Hempstead will provide Island Park with non-identifiable student achievement data for Island Park students."

9. Any dispute or disagreement arising from any of the provisions of this agreement, including the addition of presently unknown or non-yearly expenses directly related to grades 9-12, or presently unknown or non-yearly State Aid directly related to grades 9-12, or presently unknown or non-yearly West Hempstead income directly related to grades 9-12, shall be submitted to an arbitration panel of three then active School Superintendents of Nassau County.

One arbitrator shall be selected by each of the parties hereto and the third by the two arbitrators so selected. If the selection of any arbitrator shall not be made within fifteen (15) days after demands therefor, then the arbitrator or arbitrators not selected shall be appointed by the Commissioner of Education of the State of New York. The fees and expenses of the arbitration panel shall be shared equally by the parties hereto. The determination of the arbitration panel shall be final and binding.

10. It is specifically understood that the calculation of tuition charges set forth at paragraph "2" does not include the cost of any debt service for bonds relating to elementary school or kindergarten buildings.

11 It is specifically understood that this instructional contract is conditioned upon voter approval of the Party of the First Part (Island Park), which said voting is to be held on May 21, 2013. If there is no voter approval, the agreement shall be for one year.