

INTER-MUNICIPAL AGREEMENT

THIS AGREEMENT made and entered into by and between the BOARD OF EDUCATION OF THE WALLKILL CENTRAL SCHOOL DISTRICT, with offices located at 19 Main Street, Wallkill, NY, 12589 (hereinafter referred to as "Wallkill") and the BOARD OF EDUCATION OF CHATHAM CENTRAL SCHOOL DISTRICT (hereinafter referred to as "Chatham"), with offices at 50 Woodbridge Ave, Chatham, NY 12037.

WITNESSETH:

WHEREAS, Wallkill and Chatham are each duly organized as a school district under the laws of the State of New York, and as such are legally obligated to transport their resident children to and from the schools those students have been placed in by the Committee on Special Education; and

WHEREAS, Wallkill and Chatham are authorized under the laws of the State of New York to contract for the transportation of certain of their resident children to and from the schools they have been placed in by the Committee on Special Education; and

WHEREAS, Wallkill is requesting Chatham to transport a Student whom Wallkill is responsible for providing special education services for, on Chatham's bus from his current residence to the school where the Student has been placed ("the School"). Chatham already has a bus that goes to the School.

WHEREAS, Wallkill and Chatham each desire to conserve economic resources with regard to their aforementioned transportation duties and believe they can do so by entering into an Inter-Municipal Agreement, pursuant to the provisions of Section 1709[25][g] of the Education Law and Section 119-o of the General Municipal Law, pursuant to the terms and conditions hereinafter set forth below;

NOW, THEREFORE, IT IS HEREBY AGREED, by and between Wallkill and Chatham as follows:

1. Chatham will transport the Student, from his current place of residence to and from the School on the Chatham bus, which shall be appropriately equipped to transport students in wheelchairs.
2. Wallkill agrees to reimburse Chatham one hundred and twenty-five dollars (\$125.00) per day that transportation is required, payable within thirty days of receipt of an invoice from Chatham.
3. In the event of an accident, the parties agree that Chatham will be responsible for communicating with the appropriate law enforcement authorities, preparing and filing all forms, and communicating with the other school district(s) participating in such cooperative run to ensure the parents/guardians of the students riding the bus are notified in a prompt and timely manner.

4. In the event of a conflict in school calendars, and/or a school closure due to inclement weather or some other emergency, Chatham will not be obligated to provide transportation.
5. Chatham will be notified as soon as possible if the Student does not require transportation on any specific day. In the event the Student needs to be transported from school to their place of residence before the end of the school day due to an emergency situation, such as illness, Wallkill will reimburse Chatham for the actual additional labor costs for the emergency transportation.
6. Wallkill shall, to the extent permitted by law, defend, indemnify and hold harmless Chatham for any demand, claim, action, proceeding, judgment, costs or expenses, including reasonable attorney's fees, which arise from the performance of services under this Agreement, unless it arises from the Chatham's negligence.
7. Chatham will abide by federal and state confidentiality statutes, including, but not limited to, the Family Educational Rights and Privacy Act ("FERPA"), to the same extent that it must be complied with by the Wallkill. The obligation to preserve the confidentiality of student information shall survive the termination of this Agreement.
8. In the event that the Student's conduct requires a disciplinary hearing under § 3214 of the Education Law, Wallkill shall be responsible for all procedures, including but not limited to a manifestation determination review under Part 201 of the Commissioner's Regulations.
9. Wallkill will be responsible during the term of this Agreement for purchasing and maintaining comprehensive automobile liability insurance to provide Chatham with protection from and against claims for damages due to bodily injury, sickness, death, and/or property damage, including the loss of use resulting therefrom, which arises from the services being performed and furnished hereunder. Wallkill shall, prior to the commencement of services under this Agreement, deliver to Chatham a certificate of insurance that evidences that such insurance is in full force and effect, and shall maintain such insurance throughout the term of this Agreement.
10. Either party may, upon seven (7) calendar days' notice to the other party, terminate this agreement for any reason..
11. This Agreement is effective for the period November 1, 2019 through June 30, 2020.
12. Any modification of this Agreement must be in writing and executed with the same formality as the Agreement herein.
13. This Agreement is subject to approval by the Boards of Education of both school districts.

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BOARD OF EDUCATION OF THE WALLKILL
CENTRAL SCHOOL DISTRICT

Dated: _____

BY: _____

BOARD OF EDUCATION OF CHATHAM CENTRAL
SCHOOL DISTRICT

Dated: _____

BY: _____