



**INSTRUCTION CONTRACT**

2021-2022 School Year

SA-10 (6/21)

School District Name: \_\_\_\_\_  
(District receiving instruction services to be entered above – party of the first part)

District Code: \_\_\_\_\_ County: \_\_\_\_\_

Number of Teachers Employed in the Home School: \_\_\_\_\_

**THIS AGREEMENT** made this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_, between \_\_\_\_\_  
\_\_\_\_\_, School District, County of \_\_\_\_\_,  
\_\_\_\_\_, New York, party of the first part, and \_\_\_\_\_  
\_\_\_\_\_, School District, County of \_\_\_\_\_, New York,  
party of the second part.

Witnesseth, That 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 \_\_\_\_\_ residing in the school district of the 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 year commencing July 1, 20 \_\_\_\_, pursuant to the applicable provisions of the Education Law.

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; payment to be made as follows : \_\_\_\_\_

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.

\* Education Law, Sections 2040 through 2045.

**To be executed in triplicate and forwarded to (district) superintendent**

It is mutually agreed that this contract shall not become valid and binding upon either party hereto until the same shall be approved by the superintendent of schools and the Commissioner of Education.

In witness whereof, the parties have set their hands the day and year above written

\_\_\_\_\_  
(Trustee or President of Board of Education) (party of the First Part)<sup>1</sup>

\_\_\_\_\_  
(Post Office Address)

\_\_\_\_\_  
(Trustee or President of Board of Education) (party of the Second Part)<sup>1</sup>

\_\_\_\_\_  
(Post Office Address)

<sup>1</sup>Signatures required as follows:

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

### APPROVAL OF SUPERINTENDENT

I have examined the above contract and find the same to be in compliance with the applicable provisions of Education Law.\* I therefore approve the same.

\_\_\_\_\_  
(District) Superintendent of Schools

\_\_\_\_\_  
Date

\_\_\_\_\_  
Supervisory District

\_\_\_\_\_  
County

\*Education Law, Sections 2040 through 2045.

### APPROVAL OF COMMISSIONER OF EDUCATION

\_\_\_\_\_  
Commissioner of Education

\_\_\_\_\_  
Date

To Trustees and Boards of Education:

**Note:** All blanks must be completely filled in. The contracts, when executed, should be delivered to the (district) superintendent of the supervisory district in which the school district is located. Such (district) superintendent shall forward such contracts to the Department, with his/her approval endorsed thereon. Instruction contracts should be filed with the State Aid Office, not later than 60 days after the service begins.