



LIFELONG LEARNING<sup>SM</sup>

This Agreement made the 10 day of June 2015 by the HOMER CENTRAL SCHOOL DISTRICT, party of the first part, hereinafter referred to as the "District" and ANDERSON CENTER FOR AUTISM, a chartered educational corporation, party of the second part, hereinafter referred to as the "Private School", and having its principal place of business for the purpose of this Agreement at 4885 Route 9, P. O. Box 367, Staatsburg, NY 12580-0367.

WITNESSETH: The District is authorized by law to contract with approved institutions within the State of New York for the instruction of children with disabilities who are not receiving the benefit of appropriate instruction because there are no public facilities available within the District because of the unusual type of handicap or combination of disabilities, and

WHEREAS, the Private School is an educational institution approved by the Education Department of the State of New York for the education of children with disabilities,

NOW, THEREFORE, the parties mutually agree as follows:

1. The Private School will provide appropriate education for children with disabilities approved by the Commissioner of Education of the State of New York to attend the Private School in accordance with the provisions relating to eligibility of schools contained in Part 200 of the Regulations of the Commissioner of Education of the State of New York. The identity of such children with disabilities is contained in "Appendix A", attached hereto and made a part hereof.

2. In full consideration for the educational services rendered by the Private School to the District under the terms of this Agreement, the District will pay to the Private School the tuition rate approved by the New York State Division of Budget for the education of each child with a disability accepted into the program. Maintenance costs will be paid for the months of July and August. (See Appendix "A" attached.) Where such education is provided for periods of substantially less than one school year (July 1 through June 30), the consideration will be prorated accordingly, the specific amount to be fixed by the State regulations. It is understood and agreed to by the District that all services will be billed at the most recent rates set by the State and will be adjusted retroactive to July 1 once final rates are issued. The Private School will send the District an invoice and applicable rate letter for the difference in rates.

3. Payments will be made monthly upon submission of an invoice along with a monthly attendance sheet on each child enrolled for the preceding month.

4. The District will be responsible for arranging transportation or reimburse the Private School for the cost of transporting the student(s) on home visits. Payment for transportation will be due upon billing.

5. Hospitalization: If the student is hospitalized, the Private School shall notify the District. The student's place will be held open and the District will continue to be responsible for tuition while the student's place is being held unless the Private School is notified otherwise in writing from the District with at least five working days notice.

6. The Private School will obtain whatever releases or other legal documents are necessary in order that the Private School may render full and complete reports concerning the education and progress of the student(s) covered by the terms of this Agreement. The Private School will render such reports as required by 8 NYCRR 200.4(f) to the District. It is understood and agreed by both parties of this Agreement that the full responsibility for obtaining such clearances rests on the Private School and any failure to carry out such responsibility shall permit the District to cancel this Agreement forthwith in regard to any children for whom such releases are not submitted.

7. In the event that the District requests duplicate copies of documents that have already been provided by the Private School, the District shall pay a fee to the Private School of \$0.75 per page.

8. No parent or guardian or any other person shall be required to make any payment for tuition or maintenance on behalf of any child with a disability covered by this Agreement in addition to the payments made by the District and the County or City. The Private School may, however, bill the parents for those medical and transportation costs for which the District is not liable.

9. The Private School will maintain its status as an approved school for the education of children with disabilities. It is understood and agreed by the parties that failure to do so shall render this Agreement void, in which case the Private School shall be entitled to no compensation for the portion of the school year in which such approval ceases to be maintained and shall reimburse the District any amounts already received for that portion of such school year.

10. The State of New York, acting through the Department of Education or the Department of Audit and Control, shall have the right to examine any or all accounts kept by the Private School in connection with this Agreement.

11. The Private School shall be subject to the visitation of the Commissioner of Education or his designated representatives.

12. This Agreement is for the period March 23, 2015 through June 30, 2015.

2016

13. The Private School hereby agrees to furnish to the State all reports, audits, etc. required to make determinations as to eligibility under the provisions of the Regulations of the Commissioner of Education. Such materials shall be furnished at such times as required by the State.

14. As part of the referral process, the District will provide complete school records to the Private School. Those should include IEP, previous report cards, achievement test scores, intelligence test scores, psychological evaluations, psychiatric evaluations, OT, PT and speech evaluations, functional behavioral assessments, behavior intervention/support plans, and any other pertinent materials. It is understood that the District must receive the consent of the parent of the student involved before such records are given to the Private School.

15. Prior to admission, it will be the responsibility of the District to process an approved STAC-1 or provide written confirmation of the District's approval of placement that specifies the effective admission date.

16. The District will convene CSE meetings at least once annually in order to approve a student's annual IEP recommendations for the upcoming school year and as necessary to approve recommended changes to mandated related services in the student's IEP. The Private School shall receive the approved IEP within 60 days of the CSE meeting.

17. The Private School may refer a student back to the District if at any time the student's team believes that the child is inappropriately placed. Upon receipt of this notice, the District must find alternate placement within 60 days.

18. The District acknowledges that the Private School provides certain services designed to meet the educational and other needs of students. The District acknowledges that it has been given all relevant information regarding the Private School's program model, including educational, therapeutic and behavioral methodologies, classroom and related service ratio, and related service frequencies. The District acknowledges that any revisions or additions to IEPs which deviate from the Private School's program model, including but not limited to instructional, therapeutic and behavioral methodologies, classroom staff to student ratios inconsistent with our approved staffing ratio which averages 6:1:3.5 per classroom with staffing assigned within a tier model, related service frequencies or ratios differing from our standard frequencies and ratios, will not be implemented by the Private School. The Private School will promptly notify the District in writing of any provisions of IEPs which are beyond the scope of its program. If the District's CSE approves an IEP that includes services, including frequencies, ratios and methodologies, that the Private School does not offer, excluding unique instances where the District agrees to supply these extra services at no cost to the Private School, then the parties agree that the Private School will no longer be considered an appropriate placement for the student and he/she will be referred back to the

District's CSE for alternate placement. During any period of time in which the student remains at the Private School after referral back to the District's CSE for alternate placement, the Private School will implement the last-agreed upon IEP and will not implement services, including frequencies, ratios and methodologies that it has notified the District it is unable to provide. Should the District decide to provide those services to the student notwithstanding, the District acknowledges that such services shall be at its own, sole expense, and it shall have no right of recovery, through any judicial or administrative means, against the Private School for reimbursement of the cost of those services.

19. The Private School shall provide the services under this Agreement in such a manner as will not violate the provisions of the Civil Rights Act of 1964 as amended.

20. HIPAA/FERPA: The parties understand and agree that they may receive and/or come into contact with protected health information as defined by the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and information protected by the Family Education Rights and Privacy Act ("FERPA"). The Parties hereby acknowledge their respective responsibilities pursuant to HIPAA and, if necessary, shall execute a Business Associate Agreement in connection with such responsibilities.

21. INDEMNIFICATION and HOLD HARMLESS: District further agrees that it shall defend, indemnify and hold harmless Private School, its officers, directors, agents and employees for all loss, costs, damages and expenses, including attorneys' fees, judgments, fines and amounts paid in settlement in connection with a terminated, pending or completed action, suit or proceeding arising from any act, error or omission, misstatement, misleading statement, neglect or breach of duties by District or any of its officers, directors, agents or employees taken or made with respect to this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

**HOMER CENTRAL SCHOOL DISTRICT**

BY: Marcy S. Ruscio  
Authorized Contract Officer  
Superintendent  
Name/Title

DATE: 6-10-15

**ANDERSON CENTER FOR AUTISM**

BY: Patrick D. Paul  
Patrick D. Paul, Chief Operating Officer

DATE: 5/18/2015

**APPENDIX A**

Please note that the New York State Education Department and the Office of Children and Family Services reserve the right to establish all final rates for which the District is wholly responsible.

<b>STUDENT'S NAME</b>	<b>TWELVE MONTH PROGRAM RATES: 2015-2016</b>		
	Tuition Ten Month Program	\$275.85/day x 180 days	\$49,653.00
	Part I Tuition Ten Month Program	\$35.73/day x 180 days	\$6,431
	Part I Tuition Summer Program	\$35.73/day x 30 days	\$1,072
	Tuition Summer Program	\$275.85/day x 30 days	\$8,275.50
	Maintenance Summer Program	\$447.50/day x 62 days	\$27,745.00

**\*RATES ARE SUBJECT TO CHANGE**



RECEIVED  
JUN 8 2015  
ACCOUNTS PAYABLE

June 4, 2015


HOMER CENTRAL SCHOOL DISTRICT  
RICHARD HARRIS  
P.O. BOX 3530  
SYRACUSE, NY 13220

Dear Sir or Madame,

This letter is in regards to the 2015-2016 school year contract between Anderson Center for Autism and HOMER CENTRAL SCHOOL DISTRICT . Please attach this letter as an addendum to paragraph 12, which should state, ***"This Agreement is for the period July 1, 2015 through June 30, 2016."***

For any questions please contact the Senior Accountant, John DeGregoria II at [JohnDeGregoria@ACenterforAutism.org](mailto:JohnDeGregoria@ACenterforAutism.org) or (845) 889-9229.

Sincerely,



John DeGregoria II  
Senior Accountant



Return  
give Mike!

RECEIVED

JUN - 2 2015

HOMER CENTRAL  
BUSINESS OFFICE

May 20, 2015

HOMER CENTRAL SCHOOL DISTRICT  
RICHARD HARRIS  
P.O. BOX 3530, SYRACUSE, NY 13220

Dear Sir or Madame,

Enclosed please find two signed copies of our 2015-2016 school year contract between Anderson Center for Autism and HOMER CENTRAL SCHOOL DISTRICT . Please sign both copies retaining one for your files and returning one to us by July 1, 2015. This contract may not be modified or amended, except in writing, signed by authorized representatives of both parties, under separate cover.

For any questions please contact the Senior Accountant, John DeGregoria II at [JohnDeGregoria@ACenterForAutism.org](mailto:JohnDeGregoria@ACenterForAutism.org) or (845) 889-9229.

Sincerely,

A handwritten signature in black ink, appearing to read "John DeGregoria II", is written over a white background.

John DeGregoria II  
Senior Accountant