

## STUDENT PLACEMENT AGREEMENT

This AGREEMENT made the 7<sup>th</sup> day of June 2022 by and between the Vestal Central School District (herein referred to as "District") and Foundations Behavioral Health (herein referred to as "FOUNDATIONS"), an accredited facility dedicated to providing behavior health treatment and academic services related to those with an Autism Spectrum diagnosis with its offices and primary place of business at 833 East Butler Avenue, Doylestown, PA 18901.

WHEREAS, the District is authorized under New York State law to enter into agreements with non-public school to provide services necessary for a free appropriate public education, and

WHEREAS, FOUNDATIONS offers specialized educational programs approved by New York State, which in the judgment of the District, are appropriate to meet the needs of disabled students residing in the District and referred to FOUNDATIONS for placement by the Districts' Committee on Special Education (herein referred to as "CSE") and

WHEREAS the District has determined that FOUNDATIONS has the specialized facilities, staff and resources appropriate to meet the needs of those children.

NOW THEREFORE, the parties for valuable consideration, hereby agree and covenant the following:

**Term:** The term of this Agreement shall be for one year from the first date of student residency.

**Requirements:** The District and FOUNDATIONS do mutually agree as follows:

1. FOUNDATIONS agrees to provide special education and/or related services as indicated by the child's Individual Education Plan, as available at FOUNDATIONS
2. FOUNDATIONS shall be responsible for completion of progress and attendance reports and an annual individualized instructional plan in accordance with the requirements of the State of New York and the School District. Upon request, reports on the academic progress and social/emotional and behavioral adjustment of the District children served by the FOUNDATIONS Program will be sent to the Chairperson of the District's Committee on Special Education.
3. Referral back to District. In the event that FOUNDATIONS determine it necessary to refer a student back to the District's CSE with respect to either an educational or a disciplinary matter, as set forth in Section 1 (b) above, FOUNDATIONS agrees to maintain the student in his or her current placement in compliance with the IDEA while the CSE makes a determination in compliance with IDEA. At such time the District's CSE determines either:

a. A change in classification, program or placement is necessary and the child's parents either consent or contest the change through the appropriate due process procedures; or

b. The student's behavior is not a manifestation of his or her disability and the student is given the opportunity for a suspension hearing.

4. Student suspension. Pursuant to Section 201.7 of the Regulations of the Commissioner of Education, the Principal (or designee) of FOUNDATIONS may suspend a student for disciplinary reasons for up to and including five (5) days. Such suspension shall comply with procedures established by FOUNDATIONS.

5. Payment to FOUNDATIONS. In full consideration for the services to be rendered by FOUNDATIONS to the District under the terms of this Agreement, the District will pay, on a monthly basis, to FOUNDATIONS the maximum state approved tuition rates. The rates for the 2021-22 school year are attached hereto and made a part hereof in Appendix A.

Such payments shall be made from the first day of placement, regardless of the State Education Department's decision as to whether to reimburse the District, the amount of such reimbursement, or the time in which reimbursement will be made.

This agreement shall be binding and valid only on the tuition rate approved by the Commissioner of Education and the maintenance rate established by the New York State Department of Social Services, subject to proration in accordance with New York State reimbursement computation based upon enrollment and attendance. It is understood and agreed to by the District that the tuition and maintenance rates will be readjusted retroactive to July 1, 2022 upon the approval of the State Education Department and the New York State Department of Social Services of final rates and shall be updated from time to time as such rates are adjusted.

6. FOUNDATIONS employees. Individuals to provide services hereunder shall be and remain employees of FOUNDATIONS. As such, FOUNDATIONS employees shall not be considered to be employees of the District and shall not be eligible for workers' compensation, disability benefits, unemployment insurance, health insurance, retirement benefits and other benefits provided to the District employees.

7. Indemnification. FOUNDATIONS agrees to indemnify and hold harmless the District from any and all losses, damages or liability arising out of negligence or other unlawful malfeasance or nonfeasance by FOUNDATIONS, its employees, agents and servants, upon or in relation to the fulfillment of its responsibilities and obligations under this Agreement, including but not limited to, the provision of Services. Regardless of the nature of the claim, FOUNDATIONS

further agrees that if any claim or demand is asserted against it which reasonably may result in liability to the District, that FOUNDATIONS shall give prompt notice thereof in writing to the District and shall cooperate in the investigation of the claim and any defenses arising therefrom.

Further, the District agrees to indemnify and hold harmless FOUNDATIONS from any and all losses, damages or liability arising out of negligence or other unlawful malfeasance or nonfeasance by the District, its employees, agents and servants, upon or in relation to this Agreement or otherwise which results in loss to FOUNDATIONS, including, but not limited to, the payment for services under this Agreement. Regardless of the nature of the claim, the District further agrees that if any claim or demand is asserted against it which reasonably may result in liability to FOUNDATIONS that the District shall give prompt notice thereof in writing to FOUNDATIONS and shall cooperate in the investigation of the claim and any defenses arising therefrom.

8. No discrimination. Neither the District nor FOUNDATIONS will discriminate in the delivery of services under this Contract based upon race, color, national origin, religion, disability, sex, marital status or age.

9. Validity of contract. District warrants that it has authority to contract for these services and that contracting for and providing the Services is not in violation of any law, regulation or other contractual obligation of the District.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives on the date first written above.

#### FOUNDATIONS BEHAVIOR HEALTH

By: \_\_\_\_\_  
Katherine Chapman, Assistant Hospital Administrator

Date: \_\_\_\_\_

#### VESTAL CENTRAL SCHOOL DISTRICT

By: \_\_\_\_\_  
President, Board of Education

Date: 6/7/22



THE STATE EDUCATION DEPARTMENT / THE UNIVERSITY OF THE STATE OF NEW YORK / ALBANY, NY 12234

Rate Setting Unit  
89 Washington Avenue, Room 302 EB  
Albany, New York 12234  
Tel. 518-474-3227, Fax 518-486-3606  
E-mail: [rateweb@nysed.gov](mailto:rateweb@nysed.gov)  
[www.oms.nysed.gov/rsu](http://www.oms.nysed.gov/rsu)

Brian Zawistowski, Assistant Director

November 03, 2021

Ms. Katie Chapman  
Foundations Behavioral Health  
833 East Butler Avenue  
Doylestown, PA 18901

Re: Hi Fi Special Ed w/ Hi-Fi Maintenance

Dear Ms. Chapman:

**This letter serves as an official notification of rate approval.** In accordance with Article 81 of the Education Law (as added by Chapter 563 of the Laws of 1980, The Institution Schools Act), Article 89 of the Education Law and the corresponding Commissioner's Regulations, the following per child tuition rate(s) has been established for school age children for your approved **out-of-state special class program** for the 2021-22 school year.

2-Month (July/August 2021) Tuition Rate Per Child:	\$ 20,573
10-Month (September-June) Tuition Rate Per Child:	\$ 121,444

This rate was developed by your state and local rate-setting authority. The rate has been reviewed by the New York State Education Department and approved by the New York State Division of the Budget. If a revised rate is determined any time during the year by your rate-setting authority, your agency may submit the revised rate to us at the time the change occurs. The rate is subject to adjustment upon audit.

Please send a copy of this official rate notification to all school districts and local governments with which you contract to provide education to students with disabilities. If you need further assistance, please call Gabriel Betancourt at (518) 4747-7759, or write to the New York State Education Department, Rate Setting Unit, Room 302 EB, Albany, New York 12234.

Sincerely,

Brian Zawistowski



**Office of Children  
and Family Services**

**KATHY HOCHUL**  
Governor

**SHEILA J. POOLE**  
Commissioner

January 14, 2022

Ms. Katherine Chapman  
Assistant Hospital Administrator  
Foundations Behavioral Health  
833 East Butler Avenue  
Doylestown, PA 18901

Dear Ms. Chapman:

Please be advised, the New York State Office of Children and Family Services has approved your 2021-22 CSE Maintenance Rates, based upon rate information provided by your local rate setting authority.

The rates, which are in effect for the period July 1, 2021 – March 31, 2022, are as follows:

<u>Program Name</u>	<u>Rate</u>
Hi-Fi Intensive	\$575.48

A copy of this notice must be used when billing the Local Department of Social Services (LDSS) legally responsible for the student's CSE maintenance costs.

If you have any questions, please e-mail us at [rsu.cse@ocfs.ny.gov](mailto:rsu.cse@ocfs.ny.gov) or contact Katherine Tiisler at (518) 473-1672.

Sincerely,

Karen M. Williams  
Manager, Rates Setting Unit

bcc: Adam Lenhardt (SED)