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**The Charlton School/Ketchum-Grande Memorial School**  
**PO Box 47 Burnt Hills, NY 12027**  
**Day Program Education Contract**

**2017-2018**

This AGREEMENT made this 16<sup>th</sup> day of June, 2017, by and between the Guilderland Central School District, hereinafter referred to as the "School District" and Ketchum-Grande Memorial School/The Charlton School, a duly organized not-for-profit corporation and New York State School District of Regents chartered school, with permanent approval and individual student waiver from the New York State Education Department pursuant to Article 89 Section 4402 of the New York State Education laws for the instructions of school-age student with disabilities. The offices and campus are located at 322 Lake Hill Rd/PO Box 47, Burnt Hills, NY 12027, and hereinafter referred to as "Charlton".

**Witnesseth**

Whereas, the District is charged in all respects with the superintendence, management and control of the educational affairs of the District and

Whereas, the District is specifically empowered to enter into contract with approved non -public special education facilities for the education of students classified for special education and,

Whereas, the Charlton School is such an approved non-public education facility: NOW THEREFORE, the parties hereto, covenant and agree as follows:

1. If the district shall determine that a child or children can benefit from the educational services of the Charlton School, the Charlton School shall thereupon, determine whether such child or children shall be accepted, provided, however, that determination of acceptability shall be made solely in accordance with established admission policies of the Charlton. If the parties agree to place a child or children with the Charlton School, an ancillary (STAC-1) will be executed with regard to each individual child and forwarded to the State Education Department.

2. The district will provide the Charlton School with the complete local district records regarding the child or children referred for admission including, but not limited to, psychiatric and/or psychological reports, achievement tests scores, regular report cards, teacher comments, interviews, a current IEP, transcripts and a current psycho-educational evaluation. Charlton will obtain whatever releases or other legal documents are necessary in order that Charlton may render full and complete reports concerning the education and progress of students covered by the terms of this agreement. Charlton will render such additional reports as may be required by the school district.

3. The tuition costs to be borne by the district for each child placed pursuant to paragraph 1 above shall be payable for a 10 month period beginning in September and ending in June, in equal monthly installments at the end of each month in the amount of State Education Department (SED) approved Regular Tuition Rate for the 10 month program of \$3,904.60 monthly ( attached) and the 2 month summer program starting in July and ending in August of the SED approved 2 months Regular Summer Tuition Rate of \$6,508.00 ( attached). There is also a State Education Department (SED) approved Title 1 Tuition Rate for the 10 month program of \$866.50 monthly (attached) and the 2 month summer program starting in July and ending in August of the SED approved 2 months Title 1 Summer Tuition Rate of \$1,478.00 (attached). These rates are set and adjusted annually by NY State Department of Education. In the event a child is withdrawn, tuition shall be refunded to the district by the Charlton on a per diem basis from the first day of the month of withdrawal until the day of withdrawal.

4. Educational services will be provided in accordance with the program of the Charlton , and shall include but not be limited to classroom instruction and work , individual, remedial tutoring , specialized reading and language instruction, physical education and arts and music. Therapeutic services – individual and group counseling will also be provided. Individual counseling and other related services for the student will be provided as stated in the IEP.

5. The Charlton School shall keep the district fully advised as to the status and progress of the child or children. The district shall provide the Charlton with an Individualized Education Program to be written annually for each student and forwarded to the contractor. Reports generated by the Charlton School to include but not limited to psychological/psychiatric reports and the academic reports developed on each child will be forwarded to the school district.

6. The Charlton School certifies and agrees that the charges to the district shall be determined solely on the basis of educational expenditures and such charges do not exceed reasonable costs as determined by the Commissioner of Education and/or the school district. The district will submit a separate STAC form for the summer program and is responsible for tuition, maintenance and medical rates determined by SED, NYSOCFS and NYSDH respectively. The Charlton School agrees to allow itself to be audited for the purpose of determining that the costs incurred herein are educational in nature and are reasonable.

7. No child classified for special education shall be removed or transferred from the care of the Charlton School without the knowledge of the district. The superintendent may terminate the program with Charlton of any child at any time upon 30 days notice. The Charlton School may terminate services for a given child during the period of the contract by giving the district at least 45 days notice in advance and give reasons for such termination. The Charlton School reserves the right to discharge a student on a shorter notice, if, based on our clinical assessment, the safety of the student, or other students and staff, is placed at imminent risk to serious harm.

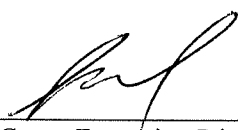
8. Charlton shall, at all times, comply with applicable Federal, State, local laws and regulations, if any, related to the performance of its duties under this agreement. In the event Charlton or the school district may determine that the other party is not in compliance with such laws and regulations, Charlton or the school district may terminate this agreement upon ten days written notice to the other party.

9. The School Board of the School District and the Board of Trustees of Charlton/Ketchum-Grande Memorial School have each approved by resolution authority of the Chief Executive Officer for the School District and Charlton to sign and execute the terms and conditions of the Agreement.

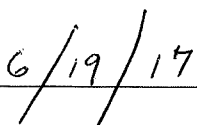
10. Charlton will not discriminate against any applicants for or recipients of services because of race, creed, color, national origin, gender, age, disability, marital status or sexual orientation.

Signatures:

\_\_\_\_\_  
Guilderland Central School District

  
\_\_\_\_\_  
Alex Capo, Executive Director  
The Charlton School/Ketchum-Grande Memorial School

\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Date