

This Agreement is by and between **Shrub Oak International School**, a private provider of special education services in the State of New York, (the "Private Provider") and the **Joliet Township High School** (the "Board"), collectively referred to herein as the "Parties."

WHEREAS, the Board is the local educational agency ("LEA") responsible for providing educational and related services for [REDACTED] ("the Student") pursuant to the Individuals with Disabilities Education Act (the "IDEA"); and

WHEREAS, the Parents determined that the Student should be placed at the Private Provider's program for the period starting on or about July 1, 2025, and ending on or about June 30, 2026; and

WHEREAS, the Board has agreed to fund the reasonable costs of special education provided to the Student at the Private Program; and

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the Parties agree to the following terms:

1. The Private Provider agrees to provide special education to the Student at its facility, which is located in Mohegan Lake, NY. The cost of the Private Provider's program shall be calculated using the following Annual/Monthly rate(s) for the Private Provider's services:

**RATE(S):**

**Total Tuition Rate = \$627,860.00**

**Annual Education Rate = \$170,330.00**

**Annual Residential Rate = \$178,500.00**

**16 hours 1 to 1 Support Services = \$279,030.00**

**Monthly Obligation of the "Board" = \$52,321.67**

2. The term of the Agreement shall commence on July 1, 2025, and shall continue through June 30, 2026, unless terminated by either of the Parties, as set forth in this Agreement. Should the Planning and Placement Team ("PPT") determine that the Student should transition to a less restrictive facility during the term of this Agreement the Private Provider will promptly notify the Board.

3. During the term of this Agreement, the Private Provider shall furnish to the Student the special education and related services outlined in the Student's individualized Education Program ("IEP"). The specific hours of special education and related services will be articulated by the Private Provider at a PPT meeting.

4. The Parties agree that the services set forth in the IEP are sufficient to allow the Student to achieve the goals and objectives set forth in said IEP. Should either Party believe at any point during the term of this Agreement that the services set forth in the IEP are not sufficient to achieve said goals and objectives, such Party shall immediately notify the other party, and the Parties shall meet without undue delay to discuss and revise the Student's program. Any agreement regarding programmatic revisions by the Parties shall be included in a written amendment to this Agreement, which shall be promptly executed by the Parties and attached hereto.

5. If consideration for the Student's placement in the program of the Private Provider and the provision of services consistent with IEP, and provided that the Student is enrolled and consistently attending the program of the Private Provider, the Board shall make the following monthly payments to the Private Provider within thirty (30) days of receipt of appropriate monthly invoices and reports documenting services provided to the Student during the relevant month (as required by Paragraph 9 of this Agreement), which services provided shall be consistent with the services set forth in the IEP of this Agreement, from the Private Provider: **\$52,321.67**

6. Professional staff employed by the Board shall have the right to obtain information from the Private Provider, including site visits to the Private Provider. The Board shall provide the Private Provider with signed consent from the Parents in advance of the first such visit or observation by any of the Board's professional staff members, if required by law. The Board agrees to provide at least twenty-four (24) hours' notice before conducting a site visit pursuant to this Paragraph. The Private Provider shall allow Board staff to access and review records maintained in accordance with Paragraph 9 of this Agreement during any site visit conducted during the term of this Agreement.

7. The Private Provider hereby represents that all staff members who will provide the services set forth in this Agreement hold the appropriate training, licensure and/or certification to provide said services. The Private Provider represents further that its staff has been subject to review of credentials and certifications, appropriate criminal background checks and checks under the relevant sexual offender registries to ensure that they are appropriately hired to provide services to students with disabilities. The Private Provider also represents that it has been duly accredited, licensed and/or approved to operate its program and that it will maintain such accreditation, licensure and/or approval for the duration of this Agreement. Upon request, the Private Provider shall provide criminal background information and/or proof of credentials, licensure and/or certification as to any staff working with the Student to the Board.

8. The Private Provider agrees that in providing services to the Student it will comply with at all times with the requirements of the Family Educational Rights and Privacy Act ("FERPA") and all other applicable state and federal laws relative to the maintenance and confidentiality of the Student's records. To the extent that educational records concerning the Student are created and/or maintained by the Private Provider as a result of the services provided under this Agreement, the Private Provider agrees that such records shall be considered the property of the Board and shall be returned to the Board upon request or upon the Student's discharge or disenrollment from the Private Provider. The Board shall have the right to review all educational records related to the Student and to confer with staff of the Private Provider regarding the Student or the Student's educational program. Pursuant to FERPA, the Private Provider shall not disclose or re-disclose any personally identifiable student information or educational records pertaining to the Student, as those terms are used under FERPA, without parental consent, except as otherwise authorized by law. No educational records of the Student shall be destroyed without the express written consent of the Board, following appropriate notification procedures under State and Federal law. All employees and agents of the Private Provider will be trained regarding the

requirements under FERPA concerning maintenance and disclosure of confidential student records and information. The Private Provider further agrees to notify the Board in writing immediately if there has been any unauthorized disclosure of the Student's educational records or personally identifiable student information.

9. The Private Provider represents, and agrees to provide proof upon request by the Board, that the rates charged for services in accordance with this Agreement are reasonable, customary, and commensurate with similar providers in the same geographical region. The Private Provider agrees to document and maintain records of all services provided to the Student and all payments made by the Board during the term of this Agreement. Such records shall be consistent with any guidance or standards developed by the New York State Department of Education and shall be provided to the Board on at least a monthly basis when requested. Such records shall document the scope and type of services provided to the Student on a daily, weekly, and monthly basis, the number of sessions of such services provided on a daily, weekly and monthly basis, the date such service was provided, the length of time such service was provided, and the name and signature of the person providing such service. The Private Provider shall maintain such records for a period of five (5) years from the date of termination of this Agreement and shall promptly provide such records to auditors of the Board or the State of New York upon request made during the term of this Agreement or within five (5) years of the date of termination of this Agreement. The Private Provider agrees to make available to the Board, upon request, records sufficient to allow the Board to reconcile the services actually provided to the Student with the services set forth in Paragraph 3 of this Agreement.

10. The Private Provider shall submit all documentation required by the Board for purposes of the Board submitting claims to the Medicaid School Based Child Health Program.

11. The Board may elect to end the Student's enrollment in the Private Provider's program, or otherwise terminate this Agreement, at any time upon written notice to the Private Provider. Except in the event of an emergency, such written notice shall be provided at least 60 days in advance of the Student's anticipated disenrollment from the Private Provider's program (hereinafter referred to as the "Date of Notice"). In the event that the Board elects to discharge the Student, or should the Board otherwise terminate this Agreement, the Student's educational program at the Private Provider shall be terminated and the financial responsibility of the Board to the Private Provider shall terminate as of the end of the month following the 60-day period commencing on the Date of Notice of the Student's disenrollment from the Private Provider's program.

12. If for any reason, the Private Provider determines that it can no longer provide appropriate services to the Student, the Private Provider may terminate this Agreement by written notice to the Board and a meeting will be held to coordinate transition of the Student to another program and/or placement, as appropriate. Except in the event of an emergency, such written notice by the Private Provider to the Board shall be provided at least sixty (60) days in advance of the Student's anticipated discharge from the Private Provider's program.

13. Notices to Board: The Private Provider shall provide prompt notice to the Board: (a) in the event of any change in address of the Student, of the Student's new address; (b) upon execution, of the school calendar and, during the course of this Agreement, any changes thereto; and (c) in the event that a parent/guardian of the Student notifies Private Provider that the parent/guardian is seeking a PPT, mediation or a due process hearing over any matter pertaining to the Student.

14. Private Provider shall provide to the Board proof of Commercial General Liability insurance for claims arising out of any physical injury that occurs on the premises at which educational services are being provided pursuant to this Agreement in a manner satisfactory to the Board.

15. The Private Provider affirmatively represents that it does not discriminate on any basis prohibited by applicable state or federal law with regard to the admission of any student or in its hiring or employment practices, including on the basis of sex, sexual orientation, race, color, creed, religion, national origin, age, marital status, veteran status, disability or gender identity or expression. In carrying out the terms of this Agreement, the Private Provider shall comply with all applicable provisions of state and federal law, including, but not limited to the Individuals with Disabilities Education Act ("IDEA"), 20 U.S.C. §1400 *et seq.*, as amended, Section 504 of the Rehabilitation Act, the Americans with Disabilities Act, 42 U.S.C. §1983, FERPA and any other applicable laws including those related to restraint and seclusion and the mandated reporting of suspected child abuse and neglect.

16. The Parties agree and acknowledge that this Agreement does not create a joint employer relationship, nor should one entity be deemed an affiliate, subsidiary, division, agent or representative of the other.

17. Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law. In the event that any portion of this Agreement is found to be null and void under applicable law, such provision shall be deemed to be restated to reflect the original intentions of the Parties, as nearly as possible in accordance with the applicable law, and if capable of substantial performance, the remaining portions of the Agreement shall survive and be enforced as if this Agreement was entered into without an invalid provision. If the ruling and/or controlling principle of law or equity leading to the ruling is subsequently overruled, modified or amended by legislation, judicial or administrative action, then the provision(s) in question as originally set forth in this Agreement shall be deemed valid and enforceable to the maximum extent permitted by the new controlling principle of law or equity.

18. This Agreement constitutes the entire agreement between the Board and the Private Provider, and supersedes all previous agreements and understandings, whether written or oral, related to such subject matter. Any modifications or amendments to this Agreement shall be in writing and signed by both Parties and attached to this Agreement.

19. This Agreement shall be governed by and construed in accordance with the laws of the State of New York, without regard to conflicts of law rules. The Parties hereby agree that any dispute(s) arising under the terms of this Agreement shall be resolved by a court of competent jurisdiction within the State of New York, each Party to bear its own costs and expenses.

20. Whenever notice is given or required to be given by either of the parties hereto to the other, it shall be in writing and deemed to have been given: (i) when delivered or refused by hand during regular business hours; (ii) five (5) days after being sent by United States Postal Service, registered or certified mail, postage prepaid, return receipt requested; (iii) the next business day if sent by a reputable national overnight express mail service that provides tracing and proof of receipt or refusal of items mailed; or (iv) when sent if sent by facsimile or email during business hours, addressed to Private Provider or the Board, as the case may be, at the address or addresses, facsimile number or email address set forth below or such other addresses as the parties may designate in a notice similarly sent. Notices to Private Provider and The Board shall be delivered as follows:

If to Private Provider:

Shrub Oak International School  
c/o General Counsel  
3151 Stony St.  
Mohegan Lake, NY 10547  
bk@shruboak.org

If to Board:

Jamila Cage  
Director of Special Services  
Joliet Township High School District 204  
jcage@jths.org  
815-727-6984

21. This Agreement shall be executed in one or more counterparts, each of which shall be considered an original, and all of which taken together shall constitute one in the same agreement.

22. No waiver by any party of a breach of any provision of this Agreement, and no failure by any party to exercise any right or remedy relating to a breach of any provision of this Agreement, shall (a) constitute a waiver or relinquishment for the future of such provision, (b) constitute a waiver of or consent to any subsequent breach of such provision, or (c) bar any right or remedy of such party relating to any subsequent breach.

THE PRIVATE PROVIDER

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Date:

By: Wendy M. Steyskal, MBA

Chief Financial Officer

THE BOARD

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By:

Date:

[Duly Authorized Representative of the Board]

## **2025-2026 School Calendar**

*Early Summer Break: June 23-July 4th*

### **July 2025**

7: Summer Session Starts

### **August 2025**

15: Last day of Classes for Summer

*Late Summer Break: August 18- August 29*

### **September 2025**

1: Labor Day - No classes

2: School starts

23-24: Rosh Hashanah - No classes

### **October 2025**

2: Yom Kippur - No Classes

13: Indigenous Peoples - No Classes

### **November 2025**

11: Veterans Day - No Classes

27-28: Thanksgiving - No Classes

### **December 2025**

Winter Break: December 22nd-January 2nd

### **January 2026**

1-2: New Year/Winter Recess - No classes

5: Classes begin

19: MLK - No classes

### **February 2026**

16-17: Winter Break

### **March 2026**

### **April 2026**

3-10: Spring Break - No classes

### **May 2026**

25: Memorial Day - No classes

### **June 2026**

19: Juneteenth - No classes

26: Last Day of Classes

*Early Summer Break: June 29th-July 3rd*