

**CONTRACT - WILDWOOD SUMMER EXTENSION PROGRAM
2015-2016**

Averill Park Central School District

AGREEMENT by and between the Averill Park Central School District BOARD OF EDUCATION, located at 8439 Miller Hill Road, Averill Park, NY, hereinafter called the School District or Board, and the Wildwood Programs Inc., operator of the Wildwood Summer Extension Program, hereinafter called Wildwood, to cover July 6th through August 14, 2015.

WITNESSETH:

WHEREAS, the BOARD is authorized by law to contract with private schools within the State of New York for the instruction of disabled children who, because of the type of disability or combination of disabilities, cannot receive appropriate instruction in a public school, and WHEREAS, in the judgment of the School Board, Wildwood can meet the needs of said disabled children, NOW, THEREFORE, the parties mutually agree as follows:

1. During the summer months, Wildwood shall provide appropriate instruction for disabled children admitted by Wildwood and approved by the BOARD to attend Wildwood Summer Extension Program. Wildwood may not assign its obligations hereunder. Instruction shall follow the student's Individual Educational Plan (IEP).
2. Wildwood shall supply the School District with written statements defining the criteria for acceptance or rejection of a pupil.
3. During the enrollment of the child, Wildwood will provide educational service in accordance with applicable law, regulations, and IEP and in a professional and competent manner.
4. Wildwood shall send student attendance records monthly to the District office for each child registered with WILDWOOD.
5. Wildwood will maintain contact with the School District concerning the child's progress. Such contacts will take the form of written reports, personal conferences, telephone conferences, etc. In addition, School district personnel shall have the right to make classroom visits, with such visits to be arranged by appointment.
6. Wildwood shall, at all times, comply with applicable Federal, State, and local laws and regulations, if any, but may upon finding such laws and/or regulations being violated, terminate this Agreement. The school district shall have the same right of termination.
7. Wildwood will obtain whatever releases or other legal documents are necessary in order that Wildwood may render full and complete reports concerning the education and progress of pupils covered by the terms of this Agreement, and will render such additional reports as may be required by the School Board.

8. The School District shall pay the tuition costs established by the State Education Department while the child is enrolled in Wildwood School. (Note: If such rates have been approved by the time this agreement is executed, rates will be stipulated in an Appendix A, together with the name(s) of child(ren) covered by this Agreement). Tuition shall be paid within 30 days, at the end of the summer program, except a partial month resulting from a new enrollment or discharge shall be paid on a per week basis. Tuition will be paid for all days if enrollment, including days of absence due to illness, absence for legal or illegal reasons, teacher conferences and workshops.

9. In addition to and apart from the provisions set forth in Paragraph 8 hereof, the School District shall, at its own expense, provide for suitable transportation to and from Wildwood Summer Extension Program for pupils in attendance from the School District administered by the School District and so placed by action of the School District.

10. As part of the referral process, the School District will provide complete school records to Wildwood. These should include previous report cards (if any), psychological evaluations, achievement scores, intelligence test scores, and any pertinent anecdotal material. Decision as to referral for enrollment of a child for educational service under this Agreement shall be that of the School District. Decision as to the acceptance of a child for enrollment in the school Wildwood shall be that of Wildwood.

11. The School District and Wildwood will work together in preparing the child for enrollment in the school of Wildwood and in the preparing for the pupil's return to the home school district. Termination of placement with Wildwood shall be determined in accordance with Part 200 of the regulations of the Commissioner.

12. This agreement may be terminated should approval by the State Education Department for the purpose of contracting with school districts be withdrawn.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the _____ day of _____, 2015.

For Wildwood Programs, Inc.



Cheryl Marcella
Director of Wildwood School

For the Board of Education (District)

Name

Title