

7/10/2017- 6/22/2018

Averill Park Central School District

**AGREEMENT**

**THIS AGREEMENT**, for the extended school year and regular school years by and between Averill Park Central School District, party of the first part, hereinafter referred to as the "Board", and **THE CENTER FOR DISABILITY SERVICES, INC.**, hereinafter referred to as the "Contractor", a not-for-profit corporation having its principal place of business at **314 South Manning Boulevard, Albany, New York**, party of the second part.

**WITNESSETH:**

**WHEREAS**, The Board is authorized by law to contract with the institution within or without the State of New York for the instruction of children with disabilities who, because of unusual types of disabilities or combination of disabilities cannot be instructed within the School District, and

**WHEREAS**, in the judgment of the Board, the Contractor can meet the needs of said children with disabilities, **NOW THEREFORE**, the parties mutually agree as follows:

1. During the summer and regular school components **2017-2018**, the Contractor shall provide appropriate instruction for children with disabilities admitted by the Contractor and approved by the Board to attend Contractor's School. The Board shall refer children to the Contractor for enrollment and the Contractor shall accept those children so referred in accordance with its usual admission policies. Instruction shall follow the goals and objectives outlined in the Individual Education Plan (IEP). All IEPs must be on file for the current school year 15 days prior to the start of the first day of the session the student will be attending.
2. In addition to the IEP, the Board will provide complete school records to the Contractor including, but not limited to the stated IEP, previous evaluations, social history, medical information, e.g. immunizations, recent psycho-educational evaluation, and any other pertinent materials.

3. The Board shall pay the tuition cost while the child is enrolled in the Contractor's school. Tuition shall be **\$7079.00** for the **Summer 2017** component **pending final STAC SED approval**. When the contractor receives the approved rate the Contractor will adjust the Board's account as necessary. Tuition shall be paid by the Board according to the following schedule:

The District shall pay the tuition costs while the child is enrolled in the school of the Contractor. Tuition shall be **\$3,539.50** per month for the **Summer 2017** component, except that a partial month resulting from a new enrollment or discharge shall be paid on a pro-rated basis of **\$1,179.83** per week for the summer component. Tuition will be paid for all days of enrollment, and shall also be paid for all days of absence due to illness, legal reasons, teacher conference, and workshops.

4. The Board shall pay the tuition cost while the child is enrolled in the Contractor's school. Tuition shall be **\$42,947.00** for the school year component **pending final STAC SED approval**. This rate is the current SED prospective rate for the School year **2017-2018**. It includes clinical costs for the ten month period starting **September 6, 2017**. The actual rate for the **2017-2018** school years will include the full value of clinical costs as computed by SED and retroactive to the commencement of the school year. When the contractor receives the approved rate the Contractor will adjust the Board's account as necessary. Tuition shall be paid by the Board according to the following schedule:

The District shall pay the tuition costs while the child is enrolled in the school of the Contractor. Tuition shall be **\$4,294.70** per month for the regular school year component, except that a partial month resulting from a new enrollment or discharge shall be paid on a pro-rated basis of **\$1073.68** per week for the school year component. Tuition will be paid for all days of enrollment, and shall also be paid for all days of absence due to illness, legal reasons, teacher conference, and workshops.

**Payment is due 30 days after completion of monthly services rendered.** Tuition will be charged during the time of enrollment and until the child has left the school of the Contractor for one of the following reasons: death, withdrawal from the school of the Contractor by the District, the appropriate Family Court, or any of these in concert: withdrawal of the child by the parent or guardian where such is legally permissible: verified admission of the child in another school setting, or such other reasons as to make withdrawal mutually agreeable.

5. During the enrollment of the child, the Contractor will provide special education services as defined by New York State Education regulations in specifically designed individual or group instruction as formalized in the IEP. This will include Speech and Language Pathology, Psychological Services, Physical Therapy, Occupational Therapy, Counseling Services, Medically related services to determine whether a student has a medically related disability which would determine if a student is eligible for special education and related services, parent counseling and training, school health services, school social work, assistive technology assessments and training, and vocational transition services.

The District will contract separately for Assistive Technology devices, Music Therapy services, Teacher of the Visually Impaired services, Orientation and Mobility services and Psychological Triennials. Upon District request, a Psychological Triennial will be conducted by the Contractor on the District's behalf for a fee of \$400.00.

6. The contracting school shall be subject to the visitation of the Commissioner of Education and the Board. Attendance shall be reported monthly to the Board's designee for each child registered with the Contractor. The Contractor shall further advise the Board of the progress of the children and shall render reports to the Board at any time that said reports are made to the parents of pupil or pupils. The contractor and the District will act mutually to prepare children who have been accepted by the Contractor to attend its school and also to prepare for a return to the district.
7. The Board shall, at its own expense, provide for suitable transportation (as defined in the IEP) to and from the Contractor's school according to the calendar of the Contractor, for pupils in attendance from the school district administered by the Board.

IN WITNESS THEREOF, the parties hereto have annexed their hands and seals the day and year first above written.

**THE CENTER FOR DISABILITY SERVICES, INC.**

BY: Susan C. Cooper  
Susan C. Cooper  
Principal, Langan School

BY: Kate Dorgan  
Signature