



VANDERHEYDEN

Giving new life to children and families since 1833

P.O. Box 219
WYNANTSKILL, NEW YORK 12198
283-6500 (MAIN CAMPUS)

AGREEMENT BY AND BETWEEN:

Ms. Kate Dorgan
Averill Park School District
146 Gettle Road. Station #1
Averill Park, New York 12018

Hereinafter called the District, and Vanderheyden, located at P.O. Box 219, Wynantskill, New York 12198, hereinafter called Contractor.

Whereas, the Contractor, under terms of its corporate authority, has the power to provide certain educational services set forth in this agreement, and

Whereas, the District believes the amount of funds to be paid to the Contractor is reasonable and necessary, and

Whereas, it is economically and organizationally desirable for the District to contract with the Contractor for the performance of these services.

NOW, THEREFORE,

The parties in consideration of the above, do covenant and agree as follows, with regard to the following child:

NAME: SCHOOL PERIOD: July 8, 2019 to August 16, 2019

- I. Decision as to referral for enrollment of a child for educational services under this contract shall be that of the District.
Decision as to acceptance of a child for enrollment in the school of the Contractor shall be of the Contractor.
- II. As part of the referral process, the District will provide complete school records to the Contractor. These should include previous report cards, achievement test scores, intelligence test scores, and any pertinent anecdotal material.
- III. The District and Contractor will work together in preparing the child for enrollment in the school of the Contractor.
- IV. The District shall pay the tuition costs while the child is enrolled in the school of the Contractor. Tuition for the educational services to be rendered pursuant to this agreement shall be at the New York State rate. If rate for current year has not been established, the District will provide payment according to the prior year's approved rate, or if an interim rate is established, payment will be provided based on the interim rate, adjusting tuition rates when established by the State of New York. Currently, the tuition rate is established at \$44507.00 for the ten month period of September through June of the school year. A partial month of enrollment shall be calculated in accordance with the regulations of the Commissioner of Education. Tuition will be paid for all days of enrollment, and shall also be paid for all days of absence due to illness, absence for legal or illegal reasons, teacher conference workdays, or others. Full tuition will be charged

during any transitional period during which the child is moving toward re-enrollment in a community school setting. Payment shall be made within fifteen days following the month that the service by the Contractor is provided. Tuition will be charged for the day of enrollment in the school of the Contractor, and for the day of discharge. Tuition will be charged during the time of enrollment and until the child has left school of the Contractor for one of the following reasons: death; withdrawal by the District, the appropriate Social Service Agency, 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 to another school setting; protracted absence due to illness or such other reasons as to make withdrawal agreeable to the parties of this agreement.

If the child remains enrolled for the months of July and August, the District shall pay the Contractor the current established tuition rate of \$7418.00 for the two month period. A partial month shall be calculated in accordance with the regulations of the Commissioner of Education.

All rates of compensation shall reflect the most current state aide rates as adopted by the New York State Office of Children and Family Services. Tuition rate shall not exceed the maximum rate allowed by the New York State Education Department in accordance with regulations set by the Commissioner of Education.

- V. Vanderheyden Hall has a DASNY component which is a pass thru with the Dormitory Authority with the State of New York for our property component
- VI. The District shall pay and/or provide transportation in the sum of \$ -0- as deemed necessary while the child is enrolled in the School of the Contractor.
- VII. During the enrollment of the child, the Contractor will provide educational services to the child. These will include any proportion or combination of the following: classroom work, individual remedial and development tutoring, specialized reading and language instruction, physical education, arts, and crafts, a full range of extra-curricular and co-curricular activities, and whatever other services deemed essential to the growth of the child as determined and provided by the Contractor.
- VIII. The Contractor will maintain consultation with the District about the progress of the child. Such consultation may take the form of written reports, personal conferences, or telephone conferences. Personnel from the District will be welcome to visit the Contractor for such consultative purposes, or for classroom visits, with such visits to be arranged by appointment.
- IX. The Contractor will arrange with the District a suitable plan for transition of the child at the time of his return to the District.
- X. The Contractor may provide educational after-care services to the child as determined by the Contractor and agreed upon by the District.
- XI. The District will receive current Individualized Educational Plans on each student under contract from the District.

Date

Mary Beth Carman, LCSW-R
Vanderheyden, Inc.

Date

School District Representative