

**WILDWOOD SCHOOL
AGREEMENT FOR SERVICES
2021-2022**

AGREEMENT this 1st day of July 2021, by and between Wildwood Programs Inc., located at 2995 Curry Road Extension, Schenectady, NY 12303, [the “Contractor”] and the Averill Park Central School District, [the “District”] with its principal place of business located at 146 Gettle Road, Station 1, Averill Park, NY. The District and Contractor shall be referred to collectively as “the Parties.”

WHEREAS, the District seeks to place certain resident students with the Contractor based on the Contractor’s representation, following its review of each Student’s Individualized Educational Program [IEP] that it has an opening and can offer those students identified on Appendix “A” – Extended School Year Program [“ESY”] and Appendix “B” - Regular School Year Program [“RSY”] a free and appropriate public education [FAPE], in accordance with the Student’s IEP;

WHEREAS, the parties mutually agree to the following terms and conditions governing such placements:

1. **Qualifications**

The Contractor represents that it possesses and shall maintain throughout the course of this Agreement the necessary certifications, approvals and licenses to offer the services identified on each student’s IEP.

2. **Student Referrals**

All student referrals shall be initiated in accordance with the Contractor’s referral and admission policy available through its Admissions Office.

3. **Terms**

The terms of this Agreement shall run from July 7, 2021 to August 17, 2021 for the Extended School Year Program [“ESY”], and September 8, 2021 to June 24, 2022 Regular School Year 10-month Program [“RSY”] unless otherwise extended by written agreement.

4. **Services**

Contractor agrees to perform all services as identified on the most current IEP provided by the District approved for those students named in Appendix “A” and Appendix “B”, except that the District shall be solely responsible for each student’s round trip transportation to and from Wildwood, which shall be scheduled to provide timely drop off and pick up in accordance with the student’s daily schedule.

5. **Independent Contractor**

The Contractor shall deliver its services as an independent contractor. As such, neither the Contractor nor its staff shall be employees of the District and therefore, are not entitled to any benefit plan afforded to the employees of District, including but not limited to Worker’s Compensation, Unemployment Insurance Benefits, or any other benefits, rights or privileges available to District Employees.

6. **Payment**

The per student annual tuition shall be the rate approved by the State Education Department [the Department] for the 2021-2022, ten-month school year. Until a final rate is approved, the District shall make 10 equal monthly payments to the Contractor based on the Department’s latest approved rate of \$55,069. In addition, the per student tuition rate for the 2021 Wildwood School Six-Week Summer

Program based on the Department's latest approved rate of \$9,178, and will be payable within 90 days of the start of the summer program, and billed 4 weeks in July and 2 weeks in August. Payments shall be due from the District based on the Student's enrollment within 30 days of its receipt of an invoice from the Contractor.

7. **Confidentiality of Records**

The Contractor shall maintain student records in accordance with applicable state and federal law and shall arrange and provide the mandated staff training to ensure full compliance with all applicable state and federal laws governing the confidentiality and disclosure of student records. All records pertaining to a student placed by the District, shall be made available to authorized agents of the District, upon request.

8. **Reports Issued by the Contractor**

The Contractor shall issue progress reports once at the end of the ESY program for each student listed in Appendix "A", and four times a year for each student listed in Appendix "B", and shall forward a copy of such reports to the District and to the Parent(s) upon completion.

9. **Annual Review and Evaluations**

The Contractor agrees to participate in all meetings involving the Student, including the annual review, upon the District's request. Such participation may be in person or by telephone, at the discretion of the Contractor. Upon the District's request, the Contractor shall prepare for the District a draft of an individualized education program for discussion and consideration, at the annual meeting of the District's Committee or Subcommittee on Special Education. Such request should be made as early as possible and must be received no later than ten days prior to the scheduled date of the annual review meeting.

The Contractor shall conduct certain student evaluations and issue reports, as agreed to and upon the request of the District; and confirmation of receipt of written parental consent where required by law. Such reports/evaluations shall be forwarded to the Parents and the District upon completion and the Contractor shall offer to the Parents the opportunity to meet with appropriate staff to discuss the findings and results.

10. **Assignment**

The Contractor shall not assign, transfer, convey, or subcontract for any services agreed to without the prior written consent of the District.

11. **Indemnification**

The Contractor shall defend, indemnify and hold harmless the District, its employees and agents from any claims for damages, loss and expenses (including, but not limited to, reasonable attorney's fees) arising from any negligent act, whether intentional or by omission committed by the Contractor, its employees and/or its agents.

12. **Insurance**

The Contractor shall procure and maintain, at no additional cost to the District, general liability insurance (including application to any claims of professional liability) in the amount of \$1,000,000 and workmen's' compensation insurance in accordance with New York State Law. The Contractor further agrees that, prior to commencing work under this Agreement, it shall furnish to the District, a certificate of insurance that provides for the terms set forth herein and names the District as an additional insured on it liability insurance. The liability insurance policy held by the Contractor shall include a provision

that requires a minimum of thirty (30) days prior written notice to the District before any terms of the policy are changed, or the policy is suspended or cancelled.

13. **Non-Discrimination Clause**

The Contractor represents that it is in full compliance of all state and federal laws governing the civil rights and protections afforded to individuals in an identified protected class.

14. **Termination**

This Agreement shall terminate automatically in accordance with its terms, unless extended by written agreement executed by both parties prior to June 30, 2022. In the event of a material breach of the terms of this Agreement, the Contractor may terminate this Agreement, upon thirty (30) days written notice. The District reserves the right to terminate this Agreement at any time, with or without cause, upon thirty (30) days written notice.

If, at any time, the Contractor notifies the District that it is no longer able to offer an appropriate program for a Student placed there, the District shall schedule a meeting of the Committee on Special Education/Subcommittee, to review the Student's program and to consider, whether with additional supports and/or services the program would be able to meet the Student's needs. In the event the District's team determines that it needs to consider other placements, the District shall begin the process of referral to other programs/placements as soon as possible thereafter.

If the Contractor advises the Committee that there is reason to believe a Student is substantially likely to injure himself/herself or others, and if the Student remains at Wildwood pending a change in placement, the District shall recommend an interim educational program for the student. If the Parent disagrees with the recommendation and seeks the Student's continued placement at Wildwood during the pendency of any proceedings, the District shall take expeditious and appropriate action to secure an Order from a hearing officer or court authorizing the Student's removal from Wildwood in accordance with its authority under state and federal law and regulation.

15. **Governing Law**

This Agreement shall be governed by the laws of the State of New York. In the event a clause in this Agreement becomes unenforceable, the remaining provisions shall remain in full force.

By: 
Authorized Representative
The Wildwood School

Date: 5/18/21

Wilford M. LeForestier Jr.
Name [Please Print]

By: 
Authorized Representative
Averill Park Central School District

Date: 5/22/21

Dr. Camille L Harrels
Name [Please Print]