

SAMPLE

CONTRACT FOR HEALTH AND WELFARE SERVICES
2014-15 SCHOOL YEAR

The following sample contract is provided as a starting point for school districts. Each school should have their own Legal Counsel provide assistance and guidance on the final draft as we do not provide legal opinion nor purport to be able to do so.

THIS AGREEMENT made in duplicate this 1st day of July, 2014, by and between the Board of Education of XYZ Central School District (**district where student is a resident – from this point called “A”**), New York, party of the first part, and the Board of Education of the ABC Central School District (**district providing services – from this point called ”B”**), New York, party of the second part.

WITNESSETH, that the party of the second part has been duly empowered by the provisions of Section 912 of the Education Law to enter into a contract for the purpose of providing health and welfare services for children residing in said XYZ Central School District (A) and attending a nonpublic school located in the ABC Central School District (B), to begin on September 5, 2014 and to end June 30, 2015.

NOW, THEREFORE, the said party of the first part hereby agrees to pay the party of the second part the sum of \$ **per pupil** for health and welfare services to be provided under section 912 for **# of pupils** residing in said XYZ Central School District (A) and attending a nonpublic school in said ABC Central School District (B),

And the party of the second part hereby agrees with the party of the first part as follows:
That the health and welfare services provided under Section 912 may consist of such services but are not limited to, all services performed by a physician, dentist, dental hygienist, nurse, school psychologist, school social worker or school speech therapist, and may also include dental prophylaxis, vision and hearing test, the taking of medical histories and the administration of health screen tests, the maintenance of cumulative health records and the administration of emergency care programs for ill or injured pupils.

The party of the second part will also furnish the following equipment to be used in providing such services if requested by the authorities in charge of the nonpublic school: supplies and equipment for use by physician, school nurse-teacher, psychologist, and speech corrections (i.e., scales, supplies, and all other readily transportable equipment and supplies pertaining to delivery of services).

It is expressly agreed by and between the parties hereto that the services agreed to be supplied under this contract shall not include any teaching services.

It is mutually agreed that this contract shall not become valid and binding upon either party hereto until the same shall be approved by the superintendent of schools.

(Continued on next page)

Health and Welfare Services Agreement
XYZ Central SD (A) and ABC Central SD (B)
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IN WITNESS WHEREOF, the parties have hereunto set their hands the day and year above written.

President of the Board of Education	(Party of the First Part)	Post Office Address
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Superintendent	(Party of the First Part)	Post Office Address
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Clerk of Board	(Party of the First Part)	Post Office Address
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President of the Board of Education	(Party of the Second Part)	Post Office Address
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Clerk of Board	(Party of the Second Part)	Post Office Address
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Approval of Superintendent of Schools

I have reviewed this student health and welfare services agreement and have approved the same.

Superintendent	(Party of the Second Part)	Post Office Address
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