

**THE VISTA SCHOOL  
EXTENDED SCHOOL YEAR EDUCATIONAL SERVICES CONTRACT**

**I. ADMISSION; TUITION**

The Vista School, a Pennsylvania nonprofit corporation with principal place of business at 1021 Springboard Drive, Hershey, Pennsylvania, has offered admission for the 2017 Extended School Year ("ESY") term, to [REDACTED], a minor child ("Student"). By entering into this agreement the undersigned individual (i) represents that he/she is an authorized representative of the Student's home school district, **Northern York County School District** ("District"); (ii) unconditionally promises that the District shall pay the full tuition for the ESY services as set forth below at II.

**II. TERMS OF PAYMENT AND PAYMENT SCHEDULE**

Tuition payment at the rate of SEVEN THOUSAND THIRTY FIVE DOLLARS (\$7,035.00) for the ESY term is due, by check, fifteen (15) regular business days before the commencement of the ESY term. ESY begins July 5, 2017 and ends August 17, 2017. Tuition covers the cost of "ESY educational services," which term excludes the following costs:

- Toilet Training services;
- Intensive Support services (formerly listed as PCA or EBS hours on IEP, now listed as PCA/EBS services);
- Augmentative and Alternative Communication Devices; and
- Nursing services that fall outside of required standard health services of the School Nurse.

Additional charges will apply for any of the listed excluded items.

If any balance due on the applicable payment plan remains unpaid for thirty (30) days after written demand for payment, the account may be referred to Vista's attorney for collection. All attorneys' fees and collection fees plus interest and costs, shall be added to the outstanding balance and shall be the responsibility of the District. The default rate of interest shall be 6% per annum.

**III. ABSENCE OF WARRANTIES**

THERE ARE NO WARRANTIES, EITHER EXPRESSED OR IMPLIED, GIVEN BY VISTA IN CONNECTION WITH ITS PROVISION OF THE EDUCATIONAL SERVICES COVERED BY THIS CONTRACT.

**IV. CLASSROOM ACCESS; DATA COLLECTION; REPORTING; CONSENT**

Vista is committed to data-based decision making pursuant to ABA principles, and, as such, operates an extensive data collection and analysis program. Data from Student activities (both at the classroom and in-home) is collected on an ongoing basis and analyzed on a routine, periodic schedule. Vista is in possession of the Student's most recent IEP and agrees to adhere to the educational plan outlined therein.

Both the Student's parents or guardians and the District shall have access to review the Student's progress and activities in the classroom. In order to avoid disruption to the educational environment, classroom visits shall be pre-scheduled, at least one week in advance.

The parents or guardians of Student have indicated their consent to the collection and use by Vista of data collected as to Student for the purposes of this section but to no further disclosures except as otherwise required or allowed by law.

#### **V. ADDITIONAL PROVISIONS**

1. Payments must be made to Vista at the following address:

**The Vista School**  
1021 Springboard Drive  
Hershey, PA 17033

2. The District shall be deemed to have committed an "Event of Default" of the Contract upon the occurrence of any of the following:
  - (a) failure to make any payment on or before the date it is due,
  - (b) failure to make a payment on any other contract outstanding with Vista
  - (c) failure to perform any other provision of the Contract, or
  - (d) providing Vista with false information or signatures.
3. Upon or after the occurrence of any Event of Default, Vista will provide the District with notice, by certified mail as required by law, addressed to the District's last known address as shown on Vista's records, advising the District of the default and of the District's right to cure the default within a thirty (30) day cure period. The notice will provide the time, amount and performance necessary to cure the default. If the District does not cure the default as provided in the notice, Vista's rights shall include (not by way of limitation) the right to declare all sums due on the Contract to be immediately due and payable. The District agrees to pay all attorney's fees and other reasonable collection costs and charges necessary for the collection of any amount not paid when due.
4. Waiver by Vista of any event of default shall not be binding upon Vista if Vista should thereafter choose to exercise that or any other right or a similar Event of Default occurs later. All Vista's rights and remedies shall be cumulative. Vista's exercise of one or more rights shall not cause Vista to lose any other rights.
5. If any part of this Contract is held to be illegal, void or unenforceable, that provision shall be deemed not to have been a part of this Contract, which shall otherwise remain fully effective.
6. This Contract is not assignable by either party without the express, written consent of the other.
7. This terms of this Contract shall be governed by the laws of the Commonwealth of Pennsylvania except to the extent supplemented, superseded or preempted by federal law.

8. The parties to this Contract consent and agree that all legal proceedings relating to the subject matter hereof shall be maintained in the Court of Common Pleas of Dauphin County, Pennsylvania, or, if applicable, the United States District Court of the Middle District of Pennsylvania, and all parties hereto consent and agree that jurisdiction and venue for such proceedings shall lie exclusively within said court. Service of process in any such proceeding may be made by certified mail, return receipt requested, directed to the respective party at the address set forth above.
9. This Contract shall be binding upon the parties hereto, their successors and assigns.
10. TIME IS OF THE ESSENCE OF THIS CONTRACT.

NOTICE TO DISTRICT REPRESENTATIVE: (1) DO NOT SIGN THIS AGREEMENT BEFORE YOU READ IT OR IF IT CONTAINS ANY BLANK SPACE. (2) YOU ARE ENTITLED TO A COMPLETELY FILLED-IN COPY OF THIS AGREEMENT.

THIS DISTRICT ACKNOWLEDGES RECEIVING A COMPLETED COPY OF THIS CONTRACT AND INTENDS TO BE LEGALLY BOUND BY ITS TERMS.

DISTRICT REPRESENTATIVE(S):

\_\_\_\_\_  
\_\_\_\_\_

DATE:

5/3/17

THE VISTA SCHOOL

BY Pamela A. Reff