

New Story

NEW STORY TUITION AGREEMENT 2017-2018 SCHOOL YEAR

THIS TUITION AGREEMENT is made effective as of the date set forth below by and between **New Story Harrisburg and Northern York School District** ("School District"). For the mutual consideration set forth herein and intending to be legally bound hereby, the parties agree as follows:

1. [REDACTED] ("Student") requires special education as defined by his/her Individualized Educational Program ("IEP"). New Story operates a school ("School") located at **2700 Commerce Drive, Harrisburg, PA. 17110**. School is a private licensed school within the Commonwealth of Pennsylvania that provides educational services to children with special education requirements. School employs certified personnel as defined by the Pennsylvania Department of Education and otherwise meets regulatory requirements for a private licensed school. New Story performs all background checks required by Pennsylvania law on School staff, including criminal record checks and child abuse checks. New Story will provide copies of background and abuse checks to the district if requested
2. School District desires to obtain educational services from New Story for Student. New Story has agreed to enroll Student in the School. The parties agree that the special education program offered by New Story within the School is the least restrictive and most appropriate environment within which to provide each Student with the required special education as set forth in the IEP.
3. The commencement and ending dates for Student's attendance at the School are set forth on the signature page below. The enrollment of Student at the School may be terminated by either party upon at least twenty-one (21) days written notice to the other party (subject to paragraph 5 below). School District shall remain obligated to pay all amounts due to New Story through the date of termination and such obligation shall survive any termination of this Agreement.
4. New Story agrees to provide, within reason, Student with all the services specified within each Student's IEP, including any subsequent revisions to the IEP. New Story shall notify any Student's Parent/Guardian and School District if it cannot provide such services for any reason. The parties agree that New Story has made no representations or other commitments regarding any Student achieving any specific goals specified within the IEP.
5. New Story reserves the right to terminate Student's enrollment at the School whenever New Story determines, in its sole discretion, that Student is not

benefiting from the program being offered, School is unable to effectively deliver services to Student, Student presents a serious risk to the safety of others, and/or Student is in need of services which School is unable to provide. New Story shall provide written notice of its intention to terminate Student's enrollment at least twenty-one (21) days prior to termination, except when termination is for serious disciplinary infractions or safety reasons. Serious disciplinary infractions shall be defined at the sole discretion of New Story. However, the parties acknowledge that School is designed and intended to educate students with behavioral challenges and that serious disciplinary infractions as defined by New Story must present exceptional challenges to be so defined.

6. New Story personnel will participate in the IEP development and revision process along with Parent(s)/Guardian(s), School District, and other individuals as appropriate under applicable law.
7. School operates Monday through Friday from 8:30 a.m. to 2:30 p.m. except on holidays and vacation days as specified by School's calendar. The parties agree that the School may be closed due to inclement weather or for other safety reasons without prior notification. School shall schedule make-up dates as necessary. The School's calendar is incorporated herein as Attachment "A".
8. The charge for the special education classroom program provided by New Story within School is set forth on Attachment "B". The foregoing charge includes the additional individualized services listed in Attachment B hereto and specified in the IEP provided by employees or agents of School ("Related Service").
 - a. In the event that New Story and School District mutually determine that Student presents unusually difficult behaviors requiring additional support for Student, then School District and New Story will negotiate a mutually acceptable daily rate for Student. The parties acknowledge that New Story will request such an increased rate only in the most difficult and unusual circumstances. If the School District and New Story cannot agree on a mutually acceptable daily rate for Student, then either party may dis-enroll the Student from School.
 - b. New Story shall notify School District of any modifications to the forgoing charges. Unless School District elects to terminate this Agreement and the enrollment of the Student within thirty (30) days of such notice, School District agrees to pay any modified charge amount.
9. The fees indicated in Section 8 shall be discounted by [\$10/day for each additional student that School District enrolls in New Story beyond the initial 5 (five) students and \$20/day for each additional student that School District enrolls in New Story beyond the initial 15 (fifteen) students].
10. New Story shall invoice School District for special education classroom program fees as indicated in Section 8 above within ten (10) days of the beginning of the

month for which services are scheduled to be provided, and the discount provided for in Section 9, if applicable, shall be reflected in such invoice. School District shall pay the invoice within thirty (30) days of the invoice date.

11. School District shall send payments to the following address:

New Story Schools
LockBox # 6917
PO Box 7121
Lancaster, PA 17604

14. Any amounts due New Story under the terms of this Agreement, which are not paid within thirty (30) days of the invoice date, shall accrue interest at the rate of 1.5% (one and a half percent) per month, or such portion thereof from the due date, until payment is received by New Story. New Story shall allocate any partial payments in its sole discretion to any components of School District's outstanding balance. In the event that New Story has to pursue collection to recover any unpaid amounts, the School District will be responsible for any and all costs of collection, including attorney's fees.
15. This Agreement, as well as matters pertaining to student discipline and termination, shall be governed by the Commonwealth of Pennsylvania law, and the rules and regulations promulgated by the Pennsylvania Department of Education applicable to private schools. Neither New Story nor the School shall be subject to the laws of any other state. All disciplinary proceedings and post-disciplinary proceedings, such as IEP team meetings, shall be held on School campus unless otherwise arranged by New Story.
16. No representations, promises, or agreements not expressly set forth herein in writing shall be binding on the parties hereto.
17. No change, amendment or modification to this Agreement shall be effective unless it is in writing and signed by both parties authorized personnel.
18. Unless specified otherwise, all references to number of days shall be calendar days.
19. School District represents and warrants that the individual executing this Agreement is duly authorized to execute and deliver this Agreement on its behalf and this Agreement is a valid and binding obligation of School District.
20. School District has reviewed this agreement and agrees to abide by and be held responsible for payment of the obligations set forth above.

NEW STORY

NORTHERN YORK SCHOOL DISTRICT

By: _____

Name: **Katy Rabenold**

Title: **Director of Education**

Date:

Address: **2700 Commerce Drive
Harrisburg, PA 17110**

Attendance Commencement Date: **August 28, 2017**

Attendance Termination Date: **June 7, 2018 or last day according to calendar**

By: _____

Name:

Title:

Date:

Address: **650 S. Baltimore St.
Dillsburg, PA 17019**

ATTACHMENT "A"

See Attached Calendar

Attachment "B"

In order to better serve the School District, New Story has instituted a tiered pricing model. Specifically, if Student's behaviors exhibit a high level of acuity, then the charge for the special education classroom program provided by New Story within School is [\$380/day]. If Student's behaviors exhibit a low level of acuity, then the charge for the special education classroom program provided by New Story within School is [\$275/day]. In all cases, New Story will work with the School District to mutually determine whether a Student's behaviors exhibit a high or a low level of acuity.

The charge for the special education classroom program provided by New Story within School to [REDACTED] is **\$380/day**.

RELATED SERVICES

The following are the Related Services that New Story provides at School.

- Nursing Services
- Occupational Therapy
- Speech Therapy
- Behavior Consultation/ABA
- Individual Counseling
- Behavioral Support Specialist
- Group Counseling
- Individual Career Counseling
- Group Career Counseling
- Crisis Intervention
- Personal Care Aide

If provided by IU employed therapists, the IU will bill the district in accordance with the IU rate schedule.