

**NEW STORY
TUITION AGREEMENT
2017 EXTENDED 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.
2. School District desires to obtain extended school year educational services from New Story for Student. New Story has agreed to enroll Student in the School for extended school year services. 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 Student with the required special education as set forth in the IEP.
3. The commencement and ending dates for the Student's enrollment at the School for extended school year services are set forth on the signature page. Student's enrollment will expire on the ending date. 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. School District shall remain obligated to pay all amounts due to New Story through the enrollment 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 the IEP, including any subsequent revisions to the IEP. New Story shall notify the 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 Student achieving any specific goals specified within the IEP.
5. New Story reserves the right to terminate a 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 an extended school year schedule in accordance with the School's calendar incorporated herein as Attachment "B". The parties agree that the School may be closed by New Story due to inclement weather or for other safety reasons without prior notice to School District.
8. The charge for the extended school year special education classroom program provided by New Story within School is ~~\$380~~ per day. The foregoing charge includes the additional individualized services listed in Attachment A hereto and specified in the IEP provided by employees or agents of School ("Related Service"). New Story shall notify School District of any modifications to the foregoing charge. 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 \$20 for each additional student that School District enrolls in New Story beyond the initial 5 (five) students enrolled by School District. Such discount shall be determined and applied at the sole discretion of New Story.
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

13. 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% 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. All academic reports will be held until the amounts due are paid in full. In the event that New Story has to pursue collection to recover any unpaid amounts, the School District will be responsible for any costs of collection, including attorney's fees.
14. 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.

15. No representations, promises, or agreements not expressly set forth herein in writing shall be binding on the parties hereto.
16. No change, amendment or modification to this Agreement shall be effective unless it is in writing and signed by both the School District's and New Story's authorized personnel.
17. Unless specified otherwise, all references to number of days shall be calendar days.
18. 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.
19. The undersigned School District has reviewed this agreement and hereby acknowledge School District's understanding of the terms of 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: _____

By: _____

Name: Katy Rabenold

Name:

Title: Director of Education

Title:

Date:

Date:

Address: 2700 Commerce Drive
Harrisburg, Pa. 17110

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

Enrollment Commencement Date:

6/26/17

Enrollment Termination Date:

8/4/17

ATTACHMENT "A"

RELATED SERVICES

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

Nursing Services
Individual Health Plans
Occupational Therapy
Physical Therapy
Speech Therapy
Behavior Consultation/ABA
Individual Counseling
Behavioral Support Specialist
Group Counseling
Individual Career Counseling
Group Career Counseling
Crisis Intervention
Personal Care Aide
Job Coach

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

ATTACHMENT "B"

ESY CALENDAR

6/26	6/27	6/28	6/29	6/30
First Day of ESY 8:30 am-2:30 pm	8:30 am-2:30 pm	8:30 am-2:30 pm	8:30 am-2:30 pm	8:30 am-2:30 pm
7/3	7/4	7/5	7/6	7/7
Closed- No ESY	Closed-No ESY	8:30 am-2:30 pm	8:30 am-2:30 pm	8:30 am-2:30 pm
7/10	7/11	7/12	7/13	7/14
8:30 am-2:30 pm	8:30 am-2:30 pm	8:30 am-2:30 pm	8:30 am-2:30 pm	8:30 am-2:30 pm
7/17	7/18	7/19	7/20	7/21
8:30 am-2:30 pm	8:30 am-2:30 pm	8:30 am-2:30 pm	8:30 am-2:30 pm	Early Dismissal 8:30 am-12:00 pm
7/24	7/25	7/26	7/27	7/28
8:30 am-2:30 pm	8:30 am-2:30 pm	8:30 am-2:30 pm	8:30 am-2:30 pm	8:30 am-2:30 pm
7/31	8/1	8/2	8/3	8/4
8:30 am-2:30 pm	8:30 am-2:30 pm	8:30 am-2:30 pm	8:30 am-2:30 pm	Early Dismissal/ Last day of ESY 8:30 am-12:00 pm