

COPY

**NEW STORY
TUITION AGREEMENT
2010-2011 SCHOOL YEAR**

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

1. ("Student") requires special education as defined by his/her Individualized Educational Program ("IEP"). New Story operates a school ("School") located at ~~55 Ryan Run Road, Suite 201, York, PA 17404~~. 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 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 Student with the required special education as set forth in the IEP.
3. The commencement and ending dates for the Student's attendance at the School are set forth on the signature page. The enrollment of Student at the School may be terminated by either party on written notice to the other party. 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 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 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. School shall schedule make-up dates as necessary. The School's calendar is incorporated herein as Attachment "B".
8. The charge for the basic special education classroom program provided by New Story within School is \$~~30.00~~ per day. New Story shall notify School District of any modifications to the forgoing 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. New Story shall invoice School District for basic special education classroom program fees as indicated in Section 8 above for the preceding month within (15) days of the end of each month.
10. Additional individualized services specified in the IEP and provided by employees or agents of School shall be charged as set forth on Attachment "A" to this Agreement ("Related Service"). School District agrees to pay such rates for the Related Services as billed by New Story for the Student. New Story shall notify School District of any modifications in the forgoing rates. Unless School District elects to terminate this Agreement and the enrollment of the Students within thirty (30) days of such notice, School District agrees to pay such modified rates.
11. New Story will invoice School District within fifteen (15) days of the end of each month for all additional individualized services rendered in the preceding month for the Student. The parties acknowledge that due to the process for documenting Related Services, billing for Related Services may appear in subsequent invoices.
12. School District shall pay the invoice within thirty (30) days of the invoice date.
13. School District shall send payments to the following address:

Lock Box 7592
PO Box 8500
Philadelphia, PA 19182-7592
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% 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 reasonable 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 the 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

School District of the City of York

By: _____

By: _____

Name: Jamie Deimling
Title: Director of Education

Name:
Title:

Date: _____

Date: _____

Address: 25 Hooks Lane, Suite 202
Baltimore, MD 21208

Address: 31 North Pershing Ave.
York, PA 17404

Attendance Commencement Date: August 30, 2010

Attendance Termination Date: June 6, 2011 or 180 School Days

ATTACHMENT "A"

RELATED SERVICES

Service	Price
Nursing Services	\$ _____
Individual Health Plans	\$ _____
Occupational Therapy	\$80/hr
Physical Therapy	\$ _____
Speech Therapy	\$80/hr
Behavior Consultation/ABA	\$80/hr
Individual Counseling	\$80/hr
Behavioral Support Specialist	\$26/hr
Group Counseling	\$ _____
Career Counseling	\$ _____
Crisis Intervention	\$ _____
Personal Care Aide	\$26/hr
Transportation	\$ _____
Transportation Aide	\$ _____
Other (specify) Job Coach	\$60/hr
Other (specify) Therapy Evaluations	\$200 per evaluation

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