

ATTACHMENT #2 - July 18, 2023

NEW STORY SCHOOLS

SERVICES AGREEMENT

This Services Agreement ("Agreement") dated this 22nd day of August 2023, between Warwick School District (hereafter referred to as the "District") and New Story Schools, located at 3710 Hempland Road, Mountville, PA 17554 (hereinafter referred to ("Provider")).

WHEREAS, it is the desire and intent of the District to contract with Provider to receive certain educational and related services for certain identified pupils of the District; and

WHEREAS, it is the desire and intent of Provider to render and perform the certain educational and related services for the aforementioned pupils under the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the consideration set forth in the attached Addendum "A," attached hereto, and the mutual promises contained herein, and intending to be legally bound, the District and Provider hereby agree as follows:

1. **Services.** The District agrees to purchase from Provider educational and related services as described in the individualized educational plan ("IEP"), and any revisions thereto of certain identified resident pupil(s) of the District. Provider shall provide the educational and related services described in the IEP of the pupil(s), and any revisions thereto, in accordance with all applicable federal and state laws. The District will translate the IEP in the Parent's native language, as required by law. Additionally, all services provided pursuant to this Agreement shall include research-based methodologies. The parties agree that Provider has made no representations or other commitments regarding Student achieving any specific goals specified within the IEP.
2. **Term.** This Agreement shall be in effect from August 1st, 2023 through July 31st, 2024, unless terminated earlier pursuant to the terms of this Agreement.
3. **Payment.** Payment for tuition shall, as part of this Agreement, be made in accordance with the attached "Schedule A." If this Agreement includes Extended School Year ("ESY") services, those tuition charges are included on Schedule A. Provider shall invoice the District on a monthly basis within ten (10) days of the beginning of the month for which services are scheduled to be provided. Payment shall be remitted within 30 days' receipt of such invoices. Payments not paid within thirty (30) days of invoice date shall bear interest at the rate of 1.5% per month. If payments are not made within forty-five (45) days of the invoice date, any discounts identified in Schedule A shall not apply until the District's account is current. If Provider pursues collection of any unpaid amounts, the District will be responsible for any costs of collection, including attorney's fees.
4. **Attendance.** Provider agrees to record the pupil's attendance and to notify the District in writing if the pupil's attendance is problematic so that the District may investigate the enrollment status of the pupil. Provider agrees to attend, if asked by the District, a school attendance improvement conference, and to assist the District in preparing, subsequently, a written school attendance improvement plan, to the extent required under Pennsylvania's truancy law. Provider operates on a school year schedule in accordance with the School's calendar incorporated herein as Addendum "B". The parties agree that the School may be closed by Provider due to inclement weather or for other safety reasons without prior notice to the District. In the event of an extended school closure, Provider agrees to make a good faith effort to provide continuity of

education for the student using alternative means during the period of closure. Provider's plan to reopen after an extended school closure will comply with Pennsylvania Department of Education guidelines and any other applicable law, regulation or governmental agency recommendations.

5. **Progress Reports.** Provider agrees to send progress monitoring reports to the District within seven (7) days after the end of each report period.
6. **Termination.**
 - a. This Agreement may be terminated by either party upon twenty-one (21) calendar days' written notification to the other party.
 - b. Except for a termination due to failure to pay amounts due and owing, no termination shall take effect, and no pupil shall be disenrolled, until the earlier of: (a) the pupil's parent or legal guardian has consented by execution of a "notice of recommended educational placement", (b) in the absence of such consent, until the change of placement is approved by final order of a hearing officer, appeals panel, or court, or (c) in the absence of consent or a final order, the expiration of sixty (60) days following the notice to terminate.
 - c. In the event of early termination, the District shall pay Provider tuition on a pro-rated basis through the date of termination.
 - d. If Provider notifies the District that placement with Provider is no longer appropriate, the parties will cooperate to resolve placement subject to the "stay put" provisions under applicable special education law. If Provider provides written notice of termination due to serious disciplinary infractions or safety reasons, the District will initiate steps necessary to effectuate a change in placement, including, but not necessarily limited to convening the IEP team, negotiating with the family, and pursuing due process, including, if applicable, expedited due process.
 - e. If enrollment continues beyond either party's twenty-one (21) calendar day notice for any reason, then Provider shall continue providing services until the District is able to find a new placement for a pupil for a period up to sixty (60) days, unless providing such programming would create a risk to the health, safety, or welfare of the pupil, other students, or Provider's staff. The rate for enrollment for any day following the twenty-one (21) calendar day notice may be twice the rate otherwise applicable under this Agreement.
 - f. If Provider gives twenty-one (21) calendar days' notice of termination due to the District's failure to pay amounts due and owing, Provider shall have the right to disenroll the pupil on the twenty second (22nd) day following such notice.
7. **Dispute Resolution.** In the event that any disputes arise out of this Agreement, the parties shall seek to resolve the dispute as expeditiously as possible. The interests of this pupil shall be the foremost concern in resolving such disputes.
8. **Discontinuance of Approval Status.** In the event that the approval status of Provider is discontinued by the Pennsylvania Department of Education, this Agreement shall be terminated. The District shall be responsible for tuition for the days the pupil is enrolled.
9. **Assignment.** Provider shall not assign this Agreement or any portion thereof to

any other entity; however, Provider, may use employees and/or independent contractors to perform services under this Agreement.

10. **Licenses and Certifications.** Provider shall maintain, at its own expense, any required licenses and certifications to provide the aforementioned services. Provider employs certified personnel as defined by the Pennsylvania Department of Education and otherwise meets regulatory requirements for a private licensed school.
11. **Clearances.** Provider agrees that any individual who will be in direct contact with the District's students shall possess the following valid clearances and certifications as required by Section 1-111 of the Public School Code (24 P.S. § 1-111):
 - a) PA Child Abuse History Clearance (Act 151);
 - b) Federal Criminal History Records (Act 114);
 - c) Pennsylvania Background Checks (Act 34);
 - d) Employment History Review (Act 168).

Provider agrees to bear any costs or fees associated with obtaining these clearances and certifications. Provider agrees to provide proof of the afore-mentioned clearances upon Request by the District. Provider will notify the District in writing if it learns that a Provider Employee is arrested for or convicted of a crime.

12. **Insurance.** Provider shall maintain the following insurance coverages in the following limits for the term of this Agreement:

| | |
|---|--|
| General Liability | \$1 million per occurrence/\$3 million aggregate |
| Abuse or Molestation | \$1 million per occurrence/\$3 million aggregate |
| Social Services Professional Liability, including Nurses and Professional Educators | \$1 million per occurrence/\$3 million aggregate |

13. **Privacy and Confidentiality.** All information of any kind regarding Student, including (without limitation) confidential Student data, shall be kept strictly confidential by District and Provider, and shall not be used or disclosed for any purpose except as provided in this Agreement. This obligation of confidentiality shall survive the expiration or termination of this Agreement. As used herein, the term "confidential Student data" shall include, without limitation, any personal or identifying Student information, names, addresses, date of birth, social security or other identification numbers, attendance records, grades, test results, assessments, work product, disciplinary records, and any information deemed to be a "Student record" under the Family Educational Rights and Privacy Act.

14. Indemnification. District agrees to indemnify, defend, and hold Provider harmless from any claims, losses, suits or damages caused by or arising from the negligence or willful misconduct of District, its agents and its employees, District's obligation to indemnify shall survive the termination of this Agreement. Provider agrees to indemnify, defend, and hold District harmless from any claims, losses, suits or damages caused by or arising from the negligence, or willful misconduct of Provider, its agents, and its employees. Provider's obligation to indemnify shall survive the termination of this Agreement.

15. **Independent Contractor.** It is hereby understood and agreed that Provider, in performing this Agreement, is acting in the capacity of an independent contractor, and that Provider, in such capacity, is not an agent, servant, partner, or employee of the District. None of the benefits provided by the District to its employees, including but not limited to workers' compensation insurance, disability insurance, medical insurance, and unemployment insurance are available from the District to Provider for the services provided to this Agreement. Provider has no authority hereunder to assume or create any obligation or responsibility, express or implied, on behalf or in name of the District or to bind the District in any way whatsoever.
16. **Waiver of Certain Damages.** Provider waives claims against the District for lost profits, lost expected profits, consequential damages and/or incidental damages arising out of or relating to this Agreement or termination thereof.
17. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania without giving effect to any laws or principles of conflicts of laws that would cause the laws of any other jurisdiction to apply.
18. **Venue.** Sole and exclusive jurisdiction for claim or suit arising from or under this Agreement shall be in the Court of Common Pleas for Berks County, Pennsylvania, and in no other forum.
19. **Sovereign Immunity.** As it pertains to third parties, nothing contained herein shall be construed as or imply that the District is waiving its sovereign immunity.
20. **Modification.** This Agreement may not be modified, altered, or changed except upon express, written consent of both parties wherein specific reference is made to this Agreement.
21. **Execution** This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same Agreement. Electronic signatures are acceptable. A signed copy of this Agreement delivered by facsimile, e-mail, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.
22. 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 District.

Warwick School District:

By: _____

Title:

Date: _____

Provider: New Story Schools

DocuSigned by:
By: Nichole Arnold
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Title: Regional Vice President

Date: 5/26/2023

ADDENDUM “A”

Provider shall either complete the information on this form with pertinent information or, alternatively, submit a separate rate schedule to be substituted as a new Addendum “A.” In no event, however, shall the separate rate schedule contain substantive terms and conditions, including, but not limited to, invoice/payment terms, which vary from the terms of the Services Agreement.

1) Description of educational and related services to be provided by Provider:

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

- Occupational Therapy
- Speech Therapy
- Behavior Consultation
- Individual Counseling
- Group Counseling
- Crisis Intervention

2) Per Diem Tuition Rate for Such Services during the regular school calendar year, per pupil:

Rates vary by students based on the following pay structure:

| Autistic Support Rates (per day): | Emotional Support Rates (per day): |
|--|---|
| Low Rate: \$309.00 | Low Rate: \$247.00 |
| Medium Rate: \$376.00 | Medium Rate: \$309.00 |
| High Rate: \$425.00 | High Rate: \$340.00 |
| High Rate+: \$551.00 | High Rate+: \$515.00 |

The fee shall be discounted by \$10/day for each additional student that the District enrolls in Provider beyond the initial five (5) students and \$20/day for each additional student that the district enrolls beyond the initial fifteen (15) students.

3) Per Diem Tuition Rate for Extended School Year Services, if applicable, per pupil:

Rates vary by students based on the following pay structure:

| Autistic Support Rates (per day): | Emotional Support Rates (per day): |
|--|---|
| Low Rate: \$309.00 | Low Rate: \$247.00 |
| Medium Rate: \$376.00 | Medium Rate: \$309.00 |
| High Rate: \$425.00 | High Rate: \$340.00 |
| High Rate+: \$551.00 | High Rate+: \$515.00 |

The fee shall be discounted by \$10/day for each additional student that the District enrolls in Provider beyond the initial five (5) students and \$20/day for each additional student that the district enrolls beyond the initial fifteen (15) students.

ADDENDUM "B"

