

New Story Schools

EDUCATIONAL SERVICES AGREEMENT

This Educational Services Agreement ("Agreement") dated this 1st day of August 2026, between Dover Area School District (hereinafter referred to as the "District") and New Story Schools, located at 774 Limekiln Rd New Cumberland, (hereinafter referred to ("Provider"). District and Provider may be individually referred to as "Party" or collectively referred to as the "Parties."

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

WHEREAS, it is the desire and intent of Provider to render and perform certain educational and related services for the aforementioned students 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. **Term.** This Agreement shall be in effect from August 1, 2026 through July 31, 2027, unless terminated earlier pursuant to the terms of this Agreement.
2. **Services.** The District agrees to purchase from Provider educational and related service as described in the individualized educational plan ("IEP"), and any revisions thereto of certain identified resident student(s) of the District. Provider shall provide the educational and related services described in the IEP of the student(s), and any revisions thereto, in accordance with all applicable federal and state laws, including, but not limited to, the Individuals with Disabilities Education Act ("IDEA") and Section 504 of the Rehabilitation Act of 1973. Provider agrees to participate in IEP and multi-disciplinary team ("MDT") meetings and to cooperate in the development of evaluations. 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.
3. **Transportation.** The District will be solely responsible for the transportation of students to Provider under this Agreement in accordance with applicable law, including, but not limited to, 24 P.S. 13-1361 and 67 Pa. Code Chapter 171. Once District transportation vehicles have departed from Provider property, they are not permitted to return with students. In the event of an off-site safety concern, District transportation personnel are expected to follow the District, or the District contractor's, established emergency procedures. These procedures should not include returning to Provider's location. Provider is unable to provide transportation support after school hours or off-site once students have been released to the care of the District and the District's transportation contractor. To maintain clear and consistent communication, Provider does not directly coordinate with transportation contractors. All communication should be routed through the appropriate District or designated transportation contractor. While Provider does not have a direct contractual relationship with transportation contractors, we remain committed to working closely with our District

partners to support student needs within the scope of our agreements.

4. **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.
5. **Attendance.** Provider agrees to record the student's attendance and to notify the District in writing if the student is truant as defined by the compulsory attendance law so that the District may investigate the enrollment status of the student. 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 Provider's calendar. The parties agree that the Provider 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 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, including provision of services virtually. Provider's plan to reopen after an extended closure will comply with State and Federal Law, and with Pennsylvania Department of Education guidelines and any other applicable law, regulation or governmental agency recommendations.
6. **Progress Reports.** Provider agrees to send progress monitoring reports to the District within fourteen (14) days after the end of each quarter as outlined by the school calendar, or more often if so required by the student's IEP.
7. **Termination.**
 - a. This Agreement may be terminated by either Party upon twenty-one (21) calendar days written notification to the other Party.
 - b. District shall remain obligated to pay all amounts due to Provider through the enrollment termination and such obligation shall survive any termination of this Agreement.
 - c. If a student becomes hospitalized, after ten (10) consecutive days, District can dis-enroll or choose to pay the low daily rate to maintain enrollment.
 - d. Provider reserves the right to terminate a Student's enrollment at the Provider whenever Provider determines, in its sole discretion, that Student is not benefiting from the program being offered, Provider 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 Provider is unable to provide. Serious disciplinary infractions shall be defined at the sole

discretion of Provider. However, the parties acknowledge that the Provider is designed and intended to educate students with behavioral challenges and that serious disciplinary infractions as defined by Provider must present exceptional challenges to be so defined.

- 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 student for a total period up to sixty (60) days, provided the District is making a good faith effort to find a new placement. If the student's continued placement beyond the twenty-one (21) day notice would create a risk to the health, safety, or welfare of the student, other students, or Provider's staff, Provider reserves the right to provide virtual instruction to the student in its sole discretion. The rate for enrollment for any day following the twenty-one (21) calendar days' notice may be twice the rate of 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 student on the twenty-second (22nd) day following such notice.
 - g. If the student is no longer a resident of the District, this Agreement shall terminate upon the District's written notification to Provider. District shall be responsible for payment through the date of notification to Provider. To the extent the student's school district of residence may change during the term of this Agreement, it is the District's responsibility to immediately notify Provider in writing and take affirmative action to terminate this Agreement. To the extent the student's residency status is uncertain, and/or the District is disputing residency with other districts or parties, the District remains responsible for payment through the date it notifies the Provider in writing to terminate this Agreement.
8. **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 the students shall be the foremost concern in resolving such disputes. Nothing in this section shall be construed, by either party, as a waiver of any right to legal or equitable relief consistent with section 21 of this Agreement.
9. **Discontinuance of Approval Status.** In the event that the approval status of Provider is discontinued by the Pennsylvania Department of Education, Provider must immediately provide written notice to the District and this Agreement shall be terminated. The District shall be responsible for tuition for the days the students are enrolled prior to the Department of Education's discontinuance notice. The Provider assures that it is not under suspension or debarment by the Commonwealth, any other state, or the federal government.
10. **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.
11. **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, including

Private School certification, and otherwise meets regulatory requirements for a private licensed school. Provider shall be responsible for obtaining any and all necessary permits and licenses and for ensuring that each of its employees and/or independent contractors comply with all applicable laws, rules and regulations, whether federal, state or local, and the policies of Provider.

12. **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);
- e) Mandated reporter training and all other training required by law;
- f) Tuberculin testing (28 Pa Code 23.44).

Provider agrees to bear any costs or fees associated with obtaining these clearances, training and certifications. Provider agrees to provide proof of the aforementioned clearances upon request by the District. Provider will notify the District in writing within seventy-two (72) hours if it learns that a Provider Employee is arrested for or convicted of any crime. Provider will also notify the District in writing within seventy-two (72) hours of notification that a Provider employee has been named a perpetrator in an indicated or founded report pursuant to the Child Protective Services Law. Notwithstanding any other provision for termination in this Agreement, Provider's failure to comply with the requirements of this section shall be grounds for the District to immediately terminate this Agreement.

13. **Non-Solicitation.** The District shall not, directly or indirectly: (i) recruit, solicit or otherwise induce or attempt to induce any employee or independent contractor of Provider or any subsidiary or affiliate of Provider including, but not limited to, the Provider Representatives, to leave the employ or service of Provider or such subsidiary or affiliate, or in any way interfere with the relationship between Provider, its subsidiaries or its affiliates and their respective employees or independent contractors; or (ii) employ, hire or otherwise retain any person listed above while such person has such employment or contractual relationship with Provider, its subsidiaries or its affiliates including the Provider Representatives and for one year thereafter.

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

Commercial General Liability	\$1,000,000 per occurrence/\$2,000,000 aggregate
Automobile Liability	\$1,000,000 each accident
Umbrella Liability	\$3,000,000 per occurrence/\$3,000,000 aggregate
Workers Compensation	\$1,000,000 per occurrence
Professional Liability	\$6,000,000 per claim/\$8,000,000 aggregate
Sexual Abuse and Molestation	\$5,000,000 limit

The insurance company(ies) issuing the policies for such insurance coverage must have at least an A- rating from AM Best. The Provider agrees to provide the District with

certificates of insurance, naming the District as additional insured. Such certificates should indicate any deductible and/or self-insured retention and stipulate that the insurance will not be cancelled while this Agreement is in effect without 30 days' prior written notice to the District. The Provider further agrees to ensure that all subcontractors it retains in connection with the services provided maintain adequate insurance coverage with respect to the services performed under this Agreement.

15. **Privacy and Confidentiality.** All information of any kind regarding the students, 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, or as otherwise required by law. 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 "education record" under the Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. § 1232g.

Provider further acknowledges and agrees that through its performance under this Agreement it may possess, maintain, store or manage Personal Information, as that term is defined by the Pennsylvania Breach of Personal Information Notification Act, 73 P.S. § 2301 et seq., and that the unauthorized access or acquisition of such information may expose the District to loss or injury. Provider shall maintain a policy to govern the proper data storage of Personal Information. Such policy shall require current, commercially reasonable best practices for data storage and shall be reviewed at least annually and updated as necessary. Provider shall utilize encryption and other commercially reasonable security measures to protect the transmission of Personal Information over the internet from being viewed or modified by any unauthorized third party. Provider shall maintain a policy to govern the proper encryption and other security measures it utilizes to protect the transmission of Personal Information. Provider must provide immediate notification to the District of any suspected Discovery, as defined by the Breach of Personal Information Notification Act, of an unauthorized access or acquisition of Personal Information. Provider specially acknowledges and understands that time is of the essence in providing such notification to the District, and that any failure to immediately notify the District constitutes a material breach of this Agreement. Upon any suspected unauthorized access or acquisition of Personal Information, Provider will provide District access to all data or information requested by District as necessary to comply with any requirements to notify impacted individuals. Notwithstanding any other provision of this Agreement, Provider agrees to indemnify, defend, and hold harmless the District, its directors, officers, employees, agents and representatives, from and against any and all claims, demands, liabilities, suits, actions, damages, losses and any amounts payable whatsoever including, without limitation, court costs, investigative fees and expenses, and reasonable attorney's fees, arising out of or caused by the gross negligence, malfeasance or intentional recklessness of Provider and/or its partners, principals, agents, employees, subcontractors, and representatives or by their failure to perform pursuant to this Section 15 of this Agreement.

16. **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.

17. **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.
18. **Non-Discrimination.** Provider and District shall assure that the Services provided pursuant to this Agreement are rendered without regard to race, sex, national origin, age, disability, or any other protected category under federal, state or local law.
19. **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.
20. **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.
21. **Venue.** Sole and exclusive jurisdiction for claim or suit arising from or under this Agreement shall be in the Court of Common Pleas for York County, Pennsylvania, in a non-jury format, and in no other forum.
22. **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. Notwithstanding anything contained in this Agreement, nothing in this Agreement shall be deemed to be a direct or indirect waiver of or limitation to any sovereign or governmental immunity in any respect applicable to the District, its directors, officers, employees and agents, including without limitation under the Pennsylvania Political Subdivision Tort Claims Act.
23. **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.
24. **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.

25. Notice. All official notices and other communications required or permitted under this Agreement must be in writing and delivered to the recipient as provided below:

New Story Schools
Attn: Vice President of Operations
3710 Hempland Road
Mountville, PA 17554

26. Authority. 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.

27. Entire Agreement; Headings. This Agreement contains the entire understanding between the Parties with respect to their subject matter and superseded all prior or contemporaneous agreements or understandings between the Parties with respect to subject matter contained herein. The headings in this Agreement are solely for convenience of reference and are not to be given any effect in the construction or interpretation of this Agreement.

Dover Area School District:

By: Timothy W. Witzel
Name: TIMOTHY W. WITZEL
Title: Interim Superintendent

Date: 7/27/2026

Provider: New Story Schools

DocuSigned by:
By: Nichole Arnold
Name: Nichole Arnold
Title: Vice President of Operations

Date: 4/24/2026

Approved By Dover Area
School District Board
of Directors 07/21/2026

SCHEDULE "A"

The rates set forth in this Schedule "A" shall apply to Students enrolled at Provider during the term of the Agreement unless agreed to in writing by the Parties set forth in the Agreement.

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

The following are the Related Services that New Story provides:

**Occupational Therapy
Speech Therapy**

2) Per Diem Tuition Rate for Such Services per student:

Rates vary by students based on the following pay structure:

Tier 1 Rate	\$ 267/day
Tier 2 Rate	\$ 334/day
Tier 3 Rate	\$ 451/day
1:1 Staffing	\$ Tier Rate + 150/day

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.