

C. PAYMENT OPTIONS – In accordance with N.J.A.C. 6A:23A-18.3(h), the APPROVED PRIVATE SCHOOL has the option of billing in accordance with N.J.A.C. 6A:23A-18.3(h)3i or N.J.A.C. 6A:23A-18.3(h)3ii. The APPROVED PRIVATE SCHOOL shall use the same option for all students enrolled in the APPROVED PRIVATE SCHOOL. The option chosen is marked with an “X”:

X **Option 1.** In accordance with N.J.A.C. 6A:23-18.2(h)2i, the SENDING DISTRICT board of education shall pay the APPROVED PRIVATE SCHOOL for the disabled the tentative tuition charge no later than the first of each month prior to the services being rendered. For a student already enrolled in the APPROVED PRIVATE SCHOOL, the SENDING DISTRICT board of education shall pay the tentative tuition charge by the first day of the second month after services begin. A SENDING DISTRICT board of education that fails to pay tuition by the 30th day after services begin may be charged interest by the APPROVED PRIVATE SCHOOL calculated at the rate of one percent per month on the unpaid balance.

For a student enrolled after the first of the month, the SENDING DISTRICT board of education shall pay the tentative tuition charge for the first two months of enrollment no later than 60 days after the first day services begin. Payment in subsequent months is due by the first of each month prior to the services being rendered. A SENDING DISTRICT board of education that fails to pay tuition by the 30th day after services begin may be charged interest by the APPROVED PRIVATE SCHOOL calculated at the rate of one percent per month on the unpaid balance.

___ **Option 2.** In accordance with N.J.A.C. 6A:23A-18.3(h)3ii, the SENDING DISTRICT board of education shall pay the APPROVED PRIVATE SCHOOL the tentative tuition charge no later than 60 days after the last day of each month in which services were rendered. The SENDING DISTRICT board of education that fails to pay tuition by the 60th day after the last day of a month in which services were rendered may be charged interest by the APPROVED PRIVATE SCHOOL calculated at the rate of one percent per month on the unpaid balance.

5. The APPROVED PRIVATE SCHOOL agrees to provide the SENDING DISTRICT with a monthly tuition bill based on a per diem rate times the number of enrolled days, and a monthly report showing this pupil's attendance. Monthly tuition bills shall include appropriate pupil identification and the total number of days each pupil was enrolled during the month.
6. The APPROVED PRIVATE SCHOOL agrees to record this pupil's attendance in a public school register as required by the rules and regulations of the State Board of Education.
7. In order to verify the certified actual cost per pupil and final tuition rate charged per pupil, the APPROVED PRIVATE SCHOOL agrees to have filed with the Department of Education postmarked on or before November 1 the school's certified audited financial statements prepared in the required form by a registered municipal accountant of New Jersey or a certified public accountant of New Jersey who shall hold an uncanceled registration license as a public school accountant for New Jersey. The school's certified audited financial statements shall be based on the July 1 to June 30 school year regardless of the fiscal year of the school. (N.J.A.C. 6A:23A-18.10)
8. The annual certified audited financial statements shall reflect a certified actual cost per pupil and a final tuition rate charged per pupil for the July through June school year in accordance with N.J.A.C. 6A:23A-18.1 et seq. If applicable, the school's certified audited financial statements shall also reflect the certified actual cost for the extraordinary service and the final tuition rate charged for the extraordinary service. The certified actual cost per pupil and a final tuition rate charged per pupil may be based on one tuition rate per school location for the school year or separate tuition rates by class type by school location for the school year if approved in writing by the Department prior to July 1, 2017 in accordance with N.J.A.C. 6A:23A-18.3(b). In accordance with N.J.A.C. 6A:23A-18.3(a)2, if the APPROVED PRIVATE SCHOOL proposes to charge a final tuition rate in excess of 10 percent of the tentative tuition rate charged, the APPROVED PRIVATE SCHOOL shall notify each SENDING DISTRICT and the Commissioner, or his or her designee, that such increase will be charged and the reason for the increase on or before the applicable dates. The notification shall contain a detailed statement outlining changing costs and/or enrollment, the reasons for the changes, including management's response to same, and the reason(s) the changes are not offset by decreases in costs. If the APPROVED PRIVATE SCHOOL fails to comply, the school may only charge a 10 percent increase.
9. If the tentative tuition rate established by this contractual agreement is greater than the final tuition rate charged, the APPROVED PRIVATE SCHOOL shall return to the SENDING DISTRICT the amount by which the tentative tuition charged for this pupil exceeded the final tuition rate charged multiplied by this pupil's actual average daily enrollment for the July through June school year and, if applicable, for the extraordinary services, in accordance with N.J.A.C. 6A:23A-18.3(l). Average daily enrollment means the sum of the days present and absent divided by the number of days the school was actually in session.

In the event it becomes necessary the APPROVED PRIVATE SCHOOL shall pay the SENDING DISTRICT the full amount owed as a result of the school's certified audited financial statements no later than June 30 of the school year in which the audit is received or no later than 30 days after an appeal on an audit is finally resolved, whichever is applicable in accordance with N.J.A.C. 6A:23A-18.3(l). The APPROVED PRIVATE SCHOOL has the option to pay such amount or credit such amount in a subsequent tuition bill.

10. If the tentative tuition rate established by this contractual agreement is less than the final tuition rate charged the APPROVED PRIVATE SCHOOL may charge the SENDING DISTRICT all or part of the amount by which the final tuition rate charged multiplied by this pupil's actual average daily enrollment for the July through June school year, and if applicable for the extraordinary services exceeded the tentative tuition charged for this pupil, in accordance with N.J.A.C. 6A:23A-18.3(m). Average daily enrollment means the sum of the days present and absent divided by the number of days the school was actually in session.

In the event it becomes necessary the SENDING DISTRICT agrees to pay the APPROVED PRIVATE SCHOOL the amount owed as a result of an adjustment based upon the school's certified audited financial statements in accordance with the payment schedule shown below in 10a. Full payment must be made on a mutually agreed upon date during the second school year (in FY 2019-2020) following the year for which the actual cost per student is certified in accordance with N.J.A.C. 6A:23A-18.3(m).

10a. The amount owed is to be paid as follows: Prior to December 15, 2020.

11. This AGREEMENT may be terminated by the APPROVED PRIVATE SCHOOL in accordance with N.J.A.C. 6A:14-7.7(a) or by the SENDING DISTRICT in accordance with N.J.A.C. 6A:14-7.7 b). The SENDING DISTRICT shall convene an IEP meeting according to N.J.A.C. 6A:14-2.3. Written notice shall be provided to the parent and/or guardian of the affected student pursuant to N.J.A.C. 6A:14-2.3. The student may be terminated from the current placement after the SENDING DISTRICT has provided written notice to the parents according to N.J.A.C. 6A:14-2.3. At or upon the conclusion of the IEP meeting, the SENDING DISTRICT and the APPROVED PRIVATE SCHOOL shall mutually agree to a termination date. If the parties cannot mutually agree to a termination date, the contract shall terminate on the 16th day after written notice of termination was provided to the parents pursuant to N.J.A.C. 6A:14-2.3 provided, however, that the parents have not exercised their rights to disapprove the termination of the services at the APPROVED PRIVATE SCHOOL. If the parent(s) and/or guardian (s) exercise their right to disapprove the termination of services at the APPROVED PRIVATE SCHOOL by requesting mediation or a due process hearing, then the terms and conditions of the contract shall remain in full force and effect, unless the parties otherwise agree or the matter is resolved. The APPROVED PRIVATE SCHOOL may bill the SENDING DISTRICT for the number of enrolled days the student is enrolled after the date of the IEP meeting up to and including the date of termination.

The APPROVED PRIVATE SCHOOL upon five consecutive daily absences by this pupil agrees to notify the SENDING DISTRICT in writing, so that the SENDING DISTRICT may investigate the enrollment status of this pupil. If the SENDING DISTRICT or the APPROVED PRIVATE SCHOOL discovers enrollment has ceased due to the actions of the parent(s)/guardian(s) or pupil other than in accordance with N.J.A.C. 6A:14-7.7, the SENDING DISTRICT shall be responsible for tuition for the number of enrolled days within the fifteen calendar day notification period after written notification of termination has been given to the APPROVED PRIVATE SCHOOL and the parent(s)/guardian(s) pursuant to N.J.A.C. 6A:14-2.3. If the APPROVED PRIVATE SCHOOL does not notify the SENDING DISTRICT upon five consecutive daily absences by this pupil, the APPROVED PRIVATE SCHOOL waives their right to tuition beyond the five consecutive daily absences, if the pupil does not return.

12. In the event that any dispute arises out of the AGREEMENT the parties will seek to resolve the dispute as expeditiously as possible. Except as may be set forth herein, the interests of this pupil shall be of the foremost concern in resolving such disputes.

13. In the event the approved status of the APPROVED PRIVATE SCHOOL is discontinued by the Department of Education this AGREEMENT shall be terminated. The SENDING DISTRICT shall be responsible for tuition for the days the pupil is enrolled.

14. The APPROVED PRIVATE SCHOOL agrees not to assign the services to be provided under this contract or any portion thereof to any other entity. The language contained in section #16 which is required in accordance with N.J.S.A. 10:5-31 and N.J.A.C. 17:27-5.2 which includes the term "subcontractor" does not allow the APPROVED PRIVATE SCHOOL to assign the services.