

**NEW JERSEY STATE DEPARTMENT OF EDUCATION
 MANDATED "TUITION CONTRACT" (N.J.A.C. 6A:23-4.4(a)13)
 PRIVATE SCHOOLS FOR STUDENTS WITH DISABILITIES
 (Tuition Paid by a N.J. Sending District)
 School Year (Any time period July to June)
 Extraordinary Services (Any time period July to June)
 (Shall be used for both, mark one or both)**

AGREEMENT dated this 7/21/2011, between the **Brick Twp Board of Education** Board of Education, in the County of Ocean in the State of New Jersey (hereinafter referred to as the "SENDING DISTRICT") and Collier High School, an approved private school for students with disabilities (County, District & School Code 26, 1650, 050) in the County of Monmouth in the State of New Jersey (hereinafter referred to as the "APPROVED PRIVATE SCHOOL").

WITNESSETH

NOW, THEREFORE, in consideration of the covenants herein contained, the parties agree as follows:

1. The SENDING DISTRICT agrees to purchase from the APPROVED PRIVATE SCHOOL the educational services described in the pupil's individualized education program for [REDACTED] a resident pupil from the SENDING DISTRICT. The APPROVED PRIVATE SCHOOL agrees to provide the educational services described in the pupil's individualized education program to [REDACTED] in accordance with the applicable New Jersey Statutes and the rules and regulations of the State Board of Education.
2. This agreement shall be in effect for the 2011-2012 School Year. The educational services shall commence on 9/7/2011.
3. Under the New Jersey Special Education Medicaid Initiative (SEMI) Program, the SENDING DISTRICT shall bill Medicaid for the related services that the APPROVED PRIVATE SCHOOL provides to pupils pursuant to this AGREEMENT and in accordance with each pupil's individualized education program. The SENDING DISTRICT and APPROVED PRIVATE SCHOOL agree to comply with all the requirements promulgated by the Commissioner of Education and the State Board of Education, as applicable.
4. Tuition charges, as a part of this AGREEMENT, as well as the payment of same shall be made in accordance with the applicable New Jersey Statutes and the rules and regulations of the State Board of Education. Complete 4A for any time period a pupil is enrolled during the July through June school year and, if applicable, 4B for extraordinary services for any time period a pupil is enrolled during the July through June school year.
 - A. JULY TO JUNE SCHOOL YEAR - The SENDING DISTRICT agrees to pay the APPROVED PRIVATE SCHOOL each month a tentative tuition charge based upon a per diem rate of \$265.16 (two decimal places) for the total number of days such pupil was enrolled during the month. The per diem rate was determined by dividing the tentative tuition rate for the school year of \$47,729 by the estimated number of days school will be in session, but not less than 180 days (July through June) of 2011-2012 and rounding to the nearest two decimal places. For July through August, if applicable, such pupil will be enrolled for N/A days for a total tentative tuition charge of \$ N/A (two decimal places), and/or for September through June, if applicable, such pupil will be enrolled for 180 days for a total tentative tuition charge of \$47,728.80 (two decimal places). The July through June total tentative tuition charge will be \$47,728.80 (two decimal places). For audit purposes, the number of days the APPROVED PRIVATE SCHOOL was actually in session from July through June will be used to determine the per diem rate.

B. EXTRAORDINARY SERVICES - The SENDING DISTRICT agrees to pay the APPROVED PRIVATE SCHOOL each month a tentative tuition charge for extraordinary services based upon a per diem rate of \$ N/A (two decimal places) for the total number of days such pupil was enrolled during the month the service was provided. The per diem rate was determined by dividing the estimated cost of the services for the school year (July through June) of \$ N/A by the estimated number of days school will be in session (July through June) of N/A and rounding to the nearest two decimal places. For July through August, if applicable, such pupil will be enrolled for N/A days for a total tentative tuition charge of \$ N/A (two decimal places), and/or for September through June, if applicable, such pupil will be enrolled for N/A days for a total tentative tuition charge of \$ N/A (two decimal places). The July through June total tentative tuition charge will be \$ N/A (two decimal places). For audit purposes, the number of days the APPROVED PRIVATE SCHOOL was actually in session from July through June will be used to determine the per diem rate.

C. PAYMENT OPTIONS - In accordance with N.J.A.C. 6A:23A-18.2(h), the APPROVED PRIVATE SCHOOL has the option of billing in accordance with N.J.A.C. 6A:23A-18.2(h)2i or N.J.A.C. 6A:23A-18.2(h)2ii. 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:23A-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-18.2(h)2ii, 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.

10a. The amount owed is to be paid as follows (insert a date between July 1, 2013 and June 30, 2014):

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.
15. The APPROVED PRIVATE SCHOOL as signatory to this contract agrees to operate in accordance with applicable federal and state laws, and rules and regulations including but not limited to N.J.A.C. 6A:14-7.
16. During the performance of this contract, the contractor agrees as follows:
 - A. The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression,

- I. The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents: 1) Letter of Federal Affirmative Action Plan Approval, 2) Certificate of Employee Information Report, and 3) Employee Information Report Form AA302; and
- J. The contractor and its subcontractor shall furnish such reports or other documents to the Division of Public Contracts Equal Employment Opportunity Compliance as may be requested by the Division from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Public Contracts Equal Employment Opportunity Compliance for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.**

IN WITNESS WHEREOF, the parties have caused this AGREEMENT to be duly executed as of this
day of _____, _____.



Director, Approved Private School
DIRECTOR

President of the Board of Education

Secretary of the Board of Education