

**New Jersey State Department of Education**  
**Mandated "Tuition Contract"**  
 (N.J.A.C. 6A:23A-18.5(a)13, N.J.S.A. 18A, N.J.A.C. 6A:14, N.J.A.C. 6A:27, N.J.A.C. 6A:17)  
**For a pupil placed by Department of Children and Families Office of Education in an**  
**Approved school for students with disabilities or engaged service provider**  
**(Tuition/services Paid by State of New Jersey)**  
 **School Year (Any time period between July to June)**  
 **Extraordinary Services (Any time period between July to June)**  
**(Shall be used for both, mark one or both)**

AGREEMENT dated this 20<sup>th</sup> day of November, 2020, between the Department of Children and Families Office of Education, in the County of Mercer in the State of New Jersey (hereinafter referred to as the "DCF Regional School"), and

**Agency Name** Black Horse Pike Regional School District  
**Street Address** 580 Erial Road  
**City, State, Zip** Blackwood, NJ 08012  
**Phone#** 856-227-4106      **Federal ID#** 21-600-6123      **Contract#** 21HTDE  
**If amended, this contract supersedes contract dated:** \_\_\_\_\_

an approved school for students with disabilities (County & District Code 07 0390) in the State of New Jersey, or service provider (hereinafter referred to as the "Approved School/Service Provider").

**WITNESSETH**

Now, therefore, in consideration of the covenants herein contained, the parties agree as follows:

1. The **Department of Children and Families Office of Education** agrees to purchase from the **Approved School/Service Provider** the educational services described in the pupil's individualized education program for (see **Attachment A**) a resident pupil from the **Department of Children and Families Office of Education**. The **Approved School/Service Provider** agrees to provide the educational services described in the pupil's individualized education program to (see **Attachment A**) 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 **2020-2021** School Year. The educational services shall commence on September 3, 2020. Therefore, the total number of billable days will be 181.
3. Under the New Jersey Special Education Medicaid Initiative (SEMI) Program, the **Department of Children and Families Office of Education** shall bill Medicaid for the related services that the **Approved School/Service Provider** provides to pupils pursuant to this **Agreement** and in accordance with each pupil's individualized education program. The **Department of Children and Families Office of Education**, the **DCF Regional School** and the **Approved School/Service Provider** 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 Department of Children and Families Office of Education agrees to pay the Approved School/Service Provider each month a tentative tuition charge based upon a per diem rate of (see Attachment A) 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 (see Attachment A) by the estimated number of days school will be in session, but not less than 180 days (July through June) of (see Attachment A) and rounding to the nearest two decimal places. For July through August, if applicable, such pupil will be enrolled for (see Attachment A) days for a total tentative tuition charge of (see Attachment A), and/or for September through June, if applicable, such pupil will be enrolled for (see Attachment A) days for a total tentative tuition charge of (see Attachment A). The July through June total tentative tuition charge will be (see Attachment A). For audit purposes, the number of days the Approved School/Service Provider was actually in session from July through June will be used to determine the per diem rate.
- B. **Extraordinary Services** - The Department of Children and Families Office of Education agrees to pay the Approved School/Service Provider each month a tentative service charge for extraordinary services based upon a per diem rate of (see Attachment A) 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 (see Attachment A) by the estimated number of days school will be in session (July through June) of (see Attachment A) and rounding to the nearest two decimal places. For July through August, if applicable, such pupil will be enrolled for (see Attachment A) days for a total tentative service charge of (see Attachment A), and/or for September through June, if applicable, such pupil will be enrolled for (see Attachment A) days for a total tentative service charge of (see Attachment A). The July through June total tentative service charge will be (see Attachment A). For audit purposes, the number of days the Approved School/Service Provider 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-18.3(h), the Approved School/Service Provider 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 School/Service Provider shall use the same option for all students enrolled in the Approved School/Service Provider. The option chosen is marked with an “X”:

N/A Option 1. In accordance with N.J.A.C. 6A:23A-18.3(h)3i, the Department of Children and Families Office of Education shall pay the Approved School/Service Provider for the disabled the tentative tuition charge no later than the first day of each month prior to the services being rendered. For a student already enrolled in the Approved School/Service Provider, the Department of Children and Families Office of Education shall pay the tentative tuition charge by the first day of the second month after services begin. A Department of Children and Families Office of Education that fails to pay tuition by the 60<sup>th</sup> day after a complete invoice for services rendered is submitted may be charged interest by the Approved School/Service Provider calculated at the rate of one percent per month on the unpaid balance.

For a student enrolled after the first of the month, the Department of Children and Families Office of Education shall pay the tentative tuition charge for the first two months of enrollment no later than 60 days after a complete invoice for services rendered is submitted. Payment in subsequent months is due by the first of each month prior to the services being

rendered. A **Department of Children and Families Office of Education** that fails to pay tuition by the 60<sup>th</sup> day after a complete invoice for services rendered is submitted may be charged interest by the **Approved School/Service Provider** calculated at the rate of one percent per month on the unpaid balance.

X Option 2. In accordance with N.J.A.C. 6A:23A-18.3(h)3ii, the **Department of Children and Families Office of Education** shall pay the **Approved School/Service Provider** the tentative tuition charge no later than 60 days after a complete invoice for services rendered is submitted. The **Department of Children and Families Office of Education** that fails to pay tuition by the 60<sup>th</sup> day after a complete invoice for services rendered is submitted may be charged interest by the **Approved School/Service Provider** calculated at the rate of one percent per month on the unpaid balance.

5. The **Approved School/Service Provider** agrees to provide the **Department of Children and Families Office of Education** with a monthly tuition bill based on a per diem rate times the number of enrolled days. The **Approved School/Service Provider** agrees to provide the **Department of Children and Families Office of Education** and the **DCF Regional School** with 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 School/Service Provider** 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 School/Service Provider** 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 School/Service Provider** proposes to charge a final tuition rate in excess of 10 percent of the tentative tuition rate charged, the **Approved School/Service Provider** shall notify each **Department of Children and Families Office of Education** 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 School/Service Provider** 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 School/Service Provider** shall return to the **Department of Children and Families Office of Education** 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 School/Service Provider** shall pay the **Department of Children and Families Office of Education** 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 School/Service Provider** 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 School/Service Provider** may charge the **Department of Children and Families Office of Education** 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 **Department of Children and Families Office of Education** agrees to pay the **Approved School/Service Provider** 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 following the year for which the actual cost per student is certified in accordance with N.J.A.C. 6A:23A-18.3(m).

A. The amount owed is to be paid as follows (insert a date between July 1 and June 30):  
**paid in full by June 30<sup>th</sup> of the following school year**

11. This **Agreement** may be terminated by the **Approved School/Service Provider** in accordance with N.J.A.C. 6A:14-7.7(a) or by the **DCF Regional School** in accordance with N.J.A.C. 6A:14-7.7(b). The **DCF Regional School** 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 **DCF Regional School** 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 **DCF Regional School** and the **Approved School/Service Provider** shall mutually agree to a termination date. If the parties cannot mutually agree to a termination date, the contract shall terminate on the 16<sup>th</sup> 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 School/Service Provider**. If the parent(s) and/or guardian (s) exercise their right to disapprove the termination of services at the **Approved School/Service Provider** 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 School/Service Provider** may bill the **Department of Children and Families Office of Education** 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 School/Service Provider** upon five consecutive daily absences by this pupil agrees to notify the **DCF Regional School** and the **Department of Children and Families Office of Education** in writing, so that the **DCF Regional School** and the **Department of Children and Families Office of Education** may investigate the enrollment status of this pupil. If the **DCF Regional School**, the **Department of Children and Families Office of Education** or the **Approved School/Service Provider** 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 **Department of**

**Children and Families Office of Education** 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 School/Service Provider** and the parent(s)/guardian(s) pursuant to N.J.A.C. 6A:14-2.3. If the **Approved School/Service Provider** does not notify the **DCF Regional School** and the **Department of Children and Families Office of Education** upon five consecutive daily absences by this pupil, the **Approved School/Service Provider** 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 School/Service Provider** is discontinued by the Department of Education, this **Agreement** shall be terminated. The **Department of Children and Families Office of Education** shall be responsible for tuition for the days the pupil is enrolled.
14. The **Approved School/Service Provider** 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 School/Service Provider** to assign the services.
15. The **Approved School/Service Provider** 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, affection or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affection or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affection or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause;
  - B. The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affection or sexual orientation, gender identity or expression, disability, nationality or sex;
  - C. The contractor or subcontractor, where applicable, will send to each labor union or representative or workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment;

- D. The contractor or subcontractor where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act;
- E. The contractor or subcontractor agrees to make good faith efforts to afford equal employment opportunities to minority and women workers consistent with Good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2, or Good faith efforts to meet targeted county employment goals determined by the Division, pursuant to N.J.A.C. 17:27-5.2;
- F. The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, affection or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices;
- G. The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions;
- H. In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, affection or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions;
- 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 \_\_\_\_\_, 2020.

\_\_\_\_\_  
 Business Administrator or Designee,  
 Approved School/Service Provider

\_\_\_\_\_  
 Fiscal Manager, Office of Education  
 Department of Children and Families

