

DEPARTMENT OF SPECIAL SERVICES
Township of Union Public Schools
M - E - M - O - R - A - N - D - U - M

TO: Pat Ditri

FROM: Kim Conti 

RE: Board Agenda

DATE: 10/26/2011

The committee recommends and I so move that the board approve Bancroft NeuroHealth, 425 Kings Highway E., P.O. Box 20, Haddonfield, NJ 08033 to provide bedside instruction for a district student from 7/5/11-8/17/2011 at a rate of \$58 per hour not to exceed \$3190 and in accordance with the information in the hands of each board member. These funds are to be taken from account: 7693-11-150-100-320-01-19.

Bancroft
NeuroHealth



Nurturing abilities and independence.

BANCROFT SCHOOLS & COMMUNITIES
425 KINGS HIGHWAY EAST
P.O. BOX 20
HADDONFIELD, NJ 08033-0018
856-3481161

AGREEMENT dated this 5th day of July, 2011, between the Twp of Union Public Schools Board of Education, in the County of Union in the State of New Jersey (hereinafter referred to as the "SENDING DISTRICT") and Bancroft NeuroHealth at Voorhees Pediatric Facility, an approved private school for students with disabilities in the County of Camden 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 Gray, Tyquan 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 Gray, Tyquan 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 July 5th, 2011.
3. 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 3A for any time period a pupil is enrolled during the July through June school year and, if applicable, 3B 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 an hourly rate of \$58.00 for the total number of hours instruction was received during the month.
 - B. PAYMENT OPTIONS - In accordance with N.J.A.C. 6A:23-4.2(h), the APPROVED PRIVATE SCHOOL has the option of billing in accordance with N.J.A.C. 6A:23-4.2(h)2i or N.J.A.C. 6A:23-4.2(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:23-4.2(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.

4. 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.
5. 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.
6. 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:23-4.9)
7. 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:23-4.1 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 in accordance with N.J.A.C. 6A:23-4.2(b). In accordance with N.J.A.C. 6A:23-4.2(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 Assistant Commissioner of Finance, Division of Finance that such increase will be charged and the

reason for the increase on or before the applicable dates. If the APPROVED PRIVATE SCHOOL fails to comply, the school may only charge a 10 percent increase.

8. 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:23-4.2(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:23-4.2(l). The APPROVED PRIVATE SCHOOL has the option to pay such amount or credit such amount in a subsequent tuition bill.

9. 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:23-4.2(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 2010-2011) following the year for which the actual cost per student is certified in accordance with N.J.A.C. 6A:23-4.2(m).

- 9a. The amount owed is to be paid as follows: September 30, 2012

10. 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.

11. 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.
12. 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.
13. The APPROVED PRIVATE SCHOOL agrees not to assign the services to be provided under this contract or any portion thereof to any other entity.
14. 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.
15. During the performance of this contract, the APPROVED PRIVATE SCHOOL agrees as follows:
 - A. The APPROVED PRIVATE SCHOOL, 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 or sex. Except with respect to affectional or sexual orientation, the APPROVED PRIVATE SCHOOL will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex. Such action 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 APPROVED PRIVATE SCHOOL 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 APPROVED PRIVATE SCHOOL, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the APPROVED PRIVATE SCHOOL, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex;
- C. The APPROVED PRIVATE SCHOOL, 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 APPROVED PRIVATE SCHOOL'S commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment;
- D. The APPROVED PRIVATE SCHOOL, 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 APPROVED PRIVATE SCHOOL agrees to make good efforts to employ minority and female workers consistent with the applicable county employment goals established in accordance with N.J.A.C. 17:27-5.2, or a binding determination of the applicable county employment goals determined by the Division, pursuant to N.J.A.C. 17:27-5.2;
- F. The APPROVED PRIVATE SCHOOL 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, affectional or sexual orientation or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices;
- G. The APPROVED PRIVATE SCHOOL 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 applicable employment goals, The APPROVED PRIVATE SCHOOL 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, affectional or sexual

orientation 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 APPROVED PRIVATE SCHOOL 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 APPROVED PRIVATE SCHOOL shall furnish such reports or other documents to the Division of Contract Compliance and EEO Office as may be requested by the office 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 Contract Compliance and EEO Office 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 _____, _____.

Colleen M. ...

Vice President of Finance
Bancroft NeuroHealth

President of the Board of Education

Secretary of the Board of Education