

New Jersey State Department of Education  
Mandated "Tuition Contract" (N.J.A.C. 6A:23A-18.5(a)13)  
Only for Approved Schools For Students With Disabilities  
(Tuition Paid by a N.J. Sending District)

This contract shall be used for both school year and extraordinary services.	Select one or both
School year (any time period from July to June)	X
Extraordinary Services (any time period from July to June)	X

Agreement dated this 17<sup>th</sup> day of January, 2025, between the Department of Children and Families, Office of Education (OOE) in the County of Mercer in the State of New Jersey (hereinafter referred to as the "DCF Regional School") and

Public or Private School Name Winslow Township School District

Street Address 40 Cooper Folly Road

City, State, Zip Atco, NJ 08004

Phone# 856-767-2850 Federal ID# 21-600-0136 Contract# 25FIDE

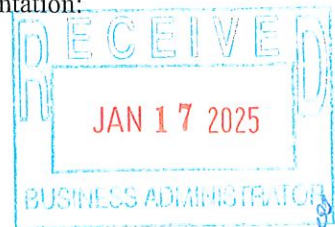
If amended, this contract supersedes contract dated: \_\_\_\_\_

a public or private school (County, District & School Code 07-50-35) in the County of Camden in the State of New Jersey (hereinafter referred to as the "sending district"),

Witnesseth

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

1. The **sending district** agrees to purchase from the **DCF Regional School** the educational services described in the pupil's individualized education program for (see **Attachment A**) a resident pupil from the **sending district**. The **DCF Regional School** 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 2024 - 2025 School Year. The educational services shall commence on July 1, 2024, therefore the total number of billable days will be 210.
3. Under the New Jersey Special Education Medicaid Initiative (SEMI) Program, the **sending district** shall bill Medicaid in the approved method for the related services that the **DCF Regional School** provides to pupils pursuant to this **agreement** and in accordance with each pupil's individualized education program. The **DCF Regional School** will provide direct medical service documentation needed to support associated SEMI claims. The **DCF Regional School** will read and follow the associated federal regulations listed as follows for audits and required documentation:
  - 42 CFR 431.107 Required provider agreement;



- 42 CFR 447.202 Audits; and
  - 45 CFR 75.302 Financial management and standards for financial management systems.
- The **sending district** and **DCF Regional 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 **DCF Regional School** 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 **DCF Regional 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 **DCF Regional School** each month a tentative tuition 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 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 **DCF Regional 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-18.3(h), the **DCF Regional 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 **DCF Regional School** shall use the same option for all students enrolled in the **DCF Regional School**. 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 **sending district** board of education shall pay the **DCF Regional School** 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 **DCF Regional 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 30<sup>th</sup>



day after services begin may be charged interest by the **DCF Regional 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 30<sup>th</sup> day after services begin may be charged interest by the **DCF Regional School** 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 **sending district** board of education shall pay the **DCF Regional 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 60<sup>th</sup> day after the last day of a month in which services were rendered may be charged interest by the **DCF Regional School** calculated at the rate of one percent per month on the unpaid balance.
5. The **sending district** agrees to provide the **DCF Regional School** 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 **DCF Regional 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. N/A In order to verify the certified actual cost per pupil and final tuition rate charged per pupil, the **DCF Regional 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. N/A 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, 2024, 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 **DCF Regional School** proposes to charge a final tuition rate in excess of 10 percent of the tentative tuition rate charged, the **DCF Regional 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 **DCF Regional School** fails to comply, the school may only charge a 10 percent increase.

9. N/A If the tentative tuition rate established by this contractual agreement is greater than the final tuition rate charged, the **DCF Regional 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 **DCF Regional 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 **DCF Regional School** has the option to pay such amount or credit such amount in a subsequent tuition bill.

10. N/A If the tentative tuition rate established by this contractual agreement is less than the final tuition rate charged the **DCF Regional 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 **DCF Regional 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 2026-2027) 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, 2026 and June 30, 2027):  
**paid in full by June 30<sup>th</sup> of the following school year**

11. This **agreement** may be terminated by the **DCF Regional 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 **DCF Regional School** 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 **DCF Regional School**. If the parent(s) and/or guardian (s) exercise their right to disapprove the termination of services at the **DCF Regional 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 **DCF Regional 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 **DCF Regional 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 **DCF Regional 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 **DCF Regional School** and the parent(s)/guardian(s) pursuant to N.J.A.C. 6A:14-2.3. If the **DCF Regional School** does not notify the **sending district** upon five consecutive daily absences by this pupil, the **DCF Regional 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 **DCF Regional 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 **DCF Regional 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 **DCF Regional School** to assign the services.
15. The **DCF Regional 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. The **sending district** agrees to immediately inform the **DCF Regional School** should it become aware of a change in the student's school district of residence for school funding purposes.
17. 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, disability, nationality or sex. Except with respect to affectional 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, affectional 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, affectional or sexual orientation, gender identity or expression, disability, nationality or sex;

- C. The contractor or subcontractor, will send to each labor union with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union of the contractor's commitments under this chapter 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 meet targeted county employment goals established in accordance with 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, and labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, affectional 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, affectional 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 (electronically provided by the Division and distributed to the public agency through the Division's website at [http://www.state.nj.us/treasury/contract\\_compliance](http://www.state.nj.us/treasury/contract_compliance)); 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

**Date Issued: 1/2024**

Equal Employment Opportunity Compliance for conducting a compliance investigation pursuant to N.J.A.C. 17:27-1.1 et seq.

In witness whereof, the parties have caused this agreement to be duly executed as of this \_\_\_\_ day of \_\_\_\_\_, 2025.

**Signatures**

\_\_\_\_\_  
Business Administrator or Designee,  
Public or Private School

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



## Exhibit I: 3

MEMORANDUM

January 9, 2025

TO: Dr. Dorothy Carcamo, Assistant Superintendent of Schools  
Mrs. Tyra McCoy Boyle, BA/BS

FROM: Mr. Darryl Scott, Supervisor of Educational Technology

RE: Proprietary Specifications  
Genesis Student Information Database  
Winslow Township Board of Education

The Winslow Township School District (“School District”) is seeking proposals from qualified respondents for “Genesis”, a Student Information Database and teacher lesson plan for approximately 6,000 students.

The specifications require that Genesis should include, but not limited to, the following features, ability to create classroom gradebooks to manage student assignments and class performance; ability to create documents for communication with parents and guardians, such as New Jersey required mandated letters and honor roll celebration invitations; serve as a data warehouse to store state assessment results digitally; provide up to date reports that allow the school district to remain in compliance with state reporting; provide a platform that allows for data integration with the 3<sup>rd</sup> party platforms the district uses in areas of instruction; provide built in reports as well as the option to customize student data; provide a platform where parents can access their child(ren)’s school records to track performance throughout the school year; provide software with the ability to align with the required state reporting guideline; provide ongoing support via phone, online and in person events; provide a platform that allows syncing of medical records with the state immunization database (NJIIS)

Genesis educational software is patented, proprietary and is the only company based in New Jersey who receives the most recent state requirements and provides the updates in their platform for users. The product will allow the School District to manage effectively and efficiently manage student medical records in accordance to state law, student and teacher data, which includes but is not limited to, the ability to create classroom gradebooks to managed student assignments and class performance; the ability to create documents for communication with parents or guardians, such as honor roll celebration invitations, and NJ required mandated letters regarding attendance; serve as a data warehouse to store state assessment results digitally; provide up to date reports that allow the district to remain in compliance with state reporting; provide a platform that allows for data integration with the 3<sup>rd</sup> party platforms the district uses in areas of instruction (understanding that additional payment may be added at a cost with additional 3<sup>rd</sup> party platforms the district chooses to add for integration); provides built in reports as well as the option to customize student data; provide a platform where parents can access their child(ren)’s school records to track performance throughout the school year; the software must have the ability to align with required state reporting guideline; will provide ongoing support via phone, online and in person events and will provide a platform that allows syncing of medical records with the state immunization database (NJIIS) .

In my opinion, the procurement of this proprietary program would be advantageous to the School District because of the value and savings to be seen as opposed to continuing our use of the recently implemented student information system which has limited our efficiency and operation for the entirety of the staff. This program will serve a Student Information Database and teacher lesson plan resource for approximately 6,000 students.



MEMORANDUM

January 9, 2025

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The unique characteristics of the Genesis Program allows the School District to maintain the value of its investment and provide a positive impact throughout the School District. Furthermore, continued use of Genesis would preclude the need to purchase alternative programing. Hence, the value gained by the School District and its taxpayers by designating the use of such proprietary product far outweighs the public benefits traditionally obtained by the open competitive bidding process, which typically allows bids to be submitted based upon goods or services deemed to be "equivalent" to the specified item.

Bid specifications have been prepared to enable the purchase of a Student Information Database and teacher lesson plan for approximately 6,000 students. Upon approval by the Board of Education and pending opinion by the School District Solicitor, the School District shall advertise this specification at its soonest available bid date.

This certification, including the analysis described above, is required pursuant to N.J.A.C. 5:34-9.1 et seq., along with an authorizing Resolution adopted by the Winslow Township Board of Education, is also required in order to enable the procurement of proprietary software described herein.



\_\_\_\_\_  
Darryl Scott, Supervisor of  
Educational Technology

1/28/25

\_\_\_\_\_  
Date

Concurrence:

\_\_\_\_\_  
Mrs. Tyra McCoy Boyle, BA/BS

\_\_\_\_\_  
Date

Approved ( )

\_\_\_\_\_  
Dr. Dorothy Carcamo  
Assistant Superintendent of Schools

\_\_\_\_\_  
Date

cc: Howard C. Long, Jr., Esquire