**Section 600.140 Terms and Conditions of Enrollment**

Upon enrollment in the School, the parents of the nonresident student, the funding source and a representative of the School shall sign an enrollment agreement that stipulates the terms and conditions set forth in this Section. Failure of the parents or funding source to comply with the terms and conditions set forth in this Section may result in the termination of the enrollment agreement.

a) The parents of the nonresident student understand and agree:

1) To provide or arrange for the transportation of the nonresident student, unless otherwise provided for by the funding source pursuant to the nonresident student's IEP or other written agreement.

2) To pay for any physician visits, physician-ordered ancillary services, and prescription and nonprescription drugs. Medical charges may be billed to the parent by the School or directly by the provider of the service. These medical expenses shall be detailed in a quarterly invoice to the parent, unless other arrangements for the payment are agreed to in writing by both the parent and School.

3) That the nonresident student's admission to and retention at the School is subject to space availability with first priority given to those Illinois residents found to be qualified and eligible for admission to the School (see Section 600.100).

b) The funding source understands and agrees:

1) To pay tuition and room and board fees established by the State Superintendent of Education as set forth in the enrollment agreement and Subpart C.

2) To provide all pertinent evaluations and re-evaluations, as defined by 34 CFR 300.301 and 300.303 (July 2014), requested by the School if written consent for the release can be obtained from the parent, including a written copy of the IEP addressing the evaluation or re-evaluation, and, if applicable, a written summary of student's individual needs, which is to be attached to the enrollment agreement.

3) Prior to the nonresident student's attendance at the School, to provide a copy of the nonresident student's most recent IEP that has been developed in accordance with the requirements set forth at 34 CFR 300.320 and 300.321 (July 2014).

4) To conduct, in conjunction with the School and parent of the nonresident student, an annual review of the nonresident student's educational needs, which may include a justification for continued placement at the School, as applicable. Written documentation of the review shall be provided to the School.

5) In consultation with the School and parent, to perform testing and evaluation of the nonresident student at least every three years or more frequently if requested by the nonresident student's resident district.

6) To provide or arrange for the transportation of the Student to the extent that the transportation is the responsibility of the funding source, as provided for in the nonresident student's IEP or other written agreement.

7) To provide a written definition of "credit hour" and the number of credit hours the resident district requires the nonresident student to complete in each subject area.

8) To notify the parent and the School of its intent to terminate the enrollment agreement, following the process set forth in subsection (c)(2).

c) The School agrees:

1) To provide the funding source, if other than the parent:

A) Monthly reports of the nonresident student's attendance. Written notice shall be provided to the funding source immediately after five consecutive days of unexcused absence.

B) Reports regarding all testing and evaluations of the nonresident student that are conducted by the School in compliance with the nonresident student's IEP.

C) Information and progress statements necessary for the annual review required under subsection (b)(4) that is conducted by the funding source for the determination of the future placement of the student.

D) Notification of any changes, as these changes occur, in the location of the physical facilities of the School, or in the program or staff if changes in either would affect the School's ability to deliver the educational and related services identified in a nonresident student's IEP.

E) Other reports that the SEA and/or LEA of the nonresident student may reasonably require of the School from time to time.

F) Notification of any change in residence or guardianship of the nonresident student, if known to the School.

2) School Closing or Termination of Enrollment

If the School closes or a nonresident student's enrollment in the School's program is terminated, to provide written notification to the parent of the nonresident student and funding source, if other than the parent, at least 30 days before termination.

A) The written notification shall be sent by certified mail, return receipt requested, to the parent and, if applicable, the funding source.

B) If the School terminates a nonresident student's enrollment in the School's program, the notification shall state the reason for the termination.

C) If the School is closing, the notification shall state the date of the closure and the name, address and telephone number of the person who is responsible for making arrangements for the closure.