

## TUITION CONTRACT AGREEMENT

AGREEMENT dated this 1<sup>st</sup> day of July, between the *Randolph Twp* Board of Education, in the County of *Morris* and the State of New Jersey (*hereinafter referred to as the "SENDING DISTRICT"*) and the Morris County Vocational School District Board of Education, in the County of Morris and the State of New Jersey (*hereinafter referred to as the "RECEIVING DISTRICT"*).

### WITNESSETH

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

1. The SENDING DISTRICT agrees to purchase educational services from the RECEIVING DISTRICT. The RECEIVING DISTRICT agrees to provide educational services to the SENDING DISTRICT in accordance with the applicable New Jersey Statutes and the rules and regulations of the State Board of Education. The Specific educational services available are listed in 1a. below.
  - a. Morris County Vocational School District educational services available are:
    - Denville Campus (Academies Fulltime and Sharetime)
    - Law & Public Safety Academy; Butler or Denville (FT)
    - Math, Science and Engineering Academy; Morris Hills (FT)
    - Bio Tech Academy; Mt. Lakes (FT)
    - Environmental Science; Jefferson (FT)
    - EDAM; CCM (PT)
    - See the attached list of students by program
2. This AGREEMENT shall be in effect for the 2017-2018 school year. The educational services shall commence on September 6, 2017 and terminate on June 22, 2018.
3. Tuition charges, as 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.
4. The SENDING DISTRICT agrees to pay by October 1<sup>st</sup>, 20% of its estimated tuition based on the per pupil tuition charge as listed below and the anticipated September enrollments. Subsequent monthly invoices will reflect prior month actual adjustments. Those invoices will be due and payable as of the first of each succeeding month.

|                   | <u>Regular<br/>Education</u> | <u>Special<br/>Education</u> |
|-------------------|------------------------------|------------------------------|
| Full-time Student | \$9,200                      | \$14,000                     |
| Part-time Student | \$4,600                      | \$7,000                      |

- a. In the event that it is later determined that the tentative tuition charge was greater than the "actual cost per pupil" as certified by the commissioner multiplied by the actual daily enrollment received and/or the applicable non-resident fee charge was greater than the actual non-resident fee, the RECEIVING DISTRICT will return the excess amount to the SENDING DISTRICT no later than the end of the second school year following this contract year. The RECEIVING

DISTRICT has the option to pay such excess amount or to credit such excess amount to the SENDING DISTRICT.

- b. In the event that it is later determined that the tentative tuition charge was less than the "actual cost per pupil" as certified by the commissioner multiplied by the actual average daily enrollment received and/or the applicable non-resident fee charged was less than the actual non-resident fee, the RECEIVING DISTRICT will charge the SENDING DISTRICT no later than the end of the second school year following the contract year the amount owed as follows:

CHECK ONE ONLY

- All of the amount owed.
- None of the amount owed.
- Part of the amount owed as indicated in this space.

The SENDING DISTRICT will pay any amount owed to the RECEIVING DISTRICT in accordance with the following payment schedule: *100% percent of amount owed is due June 2020.*

- c. In the event it becomes necessary for the SENDING DISTRICT to request that the County Superintendent waive the payment schedule in 4b. due to hardship, the SENDING DISTRICT will immediately notify the RECEIVING DISTRICT of such request.
5. In the event any dispute arises out of this AGREEMENT the parties will seek to resolve the dispute as expeditiously as possible. Except as may be set forth herein, the interests of the pupil(s) shall be of the foremost concern in resolving such disputes.

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

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PRESIDENT SENDING DISTRICT BOARD OF EDUCATION  
EDUCATION

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SECRETARY SENDING DISTRICT BOARD OF EDUCATION  
EDUCATION

\_\_\_\_ / \_\_\_\_ / 2017

  
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PRESIDENT RECEIVING DISTRICT BOARD OF

6 / 27 / 2017

  
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SECRETARY RECEIVING DISTRICT BOARD OF

6 / 27 / 2017