

SPECIAL EDUCATION TUITION CONTRACT AGREEMENT

AGREEMENT dated this 23rd day of June 2009, between the Dover Board of Education, in the County of Morris and the State of New Jersey (*hereinafter referred to as the "SENDING DISTRICT"*), and the Randolph 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 Statues and the rules and regulations of the State Board of Education. The specific educational services to be purchased and provided are described in 1a. below.
- 1a. The specific educational services described in this section or attached as an appendix to this AGREEMENT are to be provided for:

CHECK ONE ONLY

- Student T09-04 Grade K** an educationally handicapped resident pupil from the SENDING DISTRICT, **OR**
- Educationally handicapped resident pupils from the SENDING DISTRICT enrolled in the RECEIVING DISTRICT _____ special classes.

DESCRIBE THE EDUCATIONAL SERVICES IN THIS SPACE OR ATTACH A DESCRIPTION AS AN APPENDIX TO THIS AGREEMENT. **Autistic program at Fernbrook Elementary School**

- 2. This AGREEMENT shall be in effect for the 2009- 2010 school year. The educational services shall commence on September 3, 2009 and terminate on June 30, 2010.
- 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 Statues and the rules and regulations of the State Board of Education.

COMPLETE EITHER 4a OR 4b, WHICHEVER IS APPLICABLE

- 4a. For educationally handicapped pupil(s) enrolled the first school day of September, the SENDING DISTRICT agrees to pay one tenth of the tentative tuition charge of \$ **44,125** each month less any prior year credits to the RECEIVING DISTRICT commencing no later than September, 2009 and continuing for the successive full months that the pupil(s) is (are) enrolled. The payments shall be due on the first of each month. The tentative tuition charge equals the estimated cost per pupil of \$ 44,125 * multiplied by an estimated average daily enrollment of one pupil. In the event that the(se) pupil(s) is (are) enrolled for less than the entire school year the RECEIVING DISTRICT agrees to adjust the final monthly tuition bill for each pupil based upon a per diem rate for the actual number of school days the pupil(s) is (are) enrolled. The per diem rate will be calculated by dividing the estimated cost per pupil by the actual number of days school is in session.
* **An amount not in excess of the amount shown on line 7 of the "Estimated Costs Per Pupil for Tuition Purposes" form.**
- 4b. For educationally handicapped pupil(s) enrolled after the first school day in September, the SENDING DISTRICT agrees to pay a prorated tuition charge based upon the estimated cost per pupil of \$ 44,125 less any prior year credits to the RECEIVING DISTRICT. Payments shall be due as follows:
 - i. The first month's tuition charge will be determined using a per diem' rate for the actual number of school days the pupil(s) is (are) enrolled if the pupil(s) is (are) enrolled for less than the entire month. The per diem rate will be calculated by dividing the estimated cost per pupil by the actual number of days school is in session.
 - ii. The tuition charge for each full month the pupil(s) is (are) enrolled shall be based upon one-tenth of the estimated cost per pupil. Such payments shall be due on the first of each month and continue for the successive full months the pupil(s) is (are) enrolled.
 - iii. The final monthly tuition bill shall be adjusted based upon a per diem rate for the actual number of school days the pupil(s) is (are) enrolled for the school year. The per diem rate will be calculated by dividing the estimated cost per pupil by the actual number of days school is in session.
- 4c. 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 average daily enrollment received, the RECEIVING DISTRICT will return the excess amount to the SENDING DISTRICT no later than the end of the third 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 in accordance with the applicable New Jersey Statues and the rules and regulations of the State Board of Education.
- 4d. 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, the RECEIVING DISTRICT will charge the SENDING

DISTRICT no later than the end of the third 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: full payment within 30 days of billing.
- 4e. In the event it becomes necessary for the SENDING DISTRICT to request that the county superintendent waive the payment schedule in 4a. or 4b. due to hardship, the SENDING DISTRICT will immediately notify the RECEIVING DISTRICT of such request.
- 5. The RECEIVING DISTRICT agrees to provide the SENDING DISTRICT with a monthly tuition bill and a monthly report showing pupil enrollment and attendance.
- 6. 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 of this 23rd day of June, 2009.

PRESIDENT SENDING DISTRICT BOARD OF EDUCATION

SECRETARY SENDING DISTRICT BOARD OF EDUCATION

PRESIDENT RECEIVING DISTRICT BOARD OF EDUCATION

SECRETARY RECEIVING DISTRICT BOARD OF EDUCATION