

10# 21133067 G.H.

R E C E I V E D

NEW JERSEY STATE DEPARTMENT OF EDUCATION  
MANDATED "TUITION CONTRACT" (N.J.A.C. 6A:23-4.4(a)13)

JAN 30 2012

SPECIAL SERVICES DEPT.

Tuition Paid by a N.J. Sending District  
X School Year (Any time period July to June)  
   Extraordinary Services (Any time period July to June)  
(Shall be used for both, mark one or both)

AGREEMENT dated this 1st day of July, 2011, between the Brick Township Board of Education, in the County of Ocean (hereinafter referred to as the "SENDING DISTRICT") and the Neptune Township Board of Education, a public school with an approved program for the disabled in the County of Monmouth in the State of New Jersey (hereinafter referred to as "RECEIVING 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 RECEIVING DISTRICT the educational services described in the pupil's individualized education program for [REDACTED], a resident pupil from the SENDING DISTRICT. The RECEIVING DISTRICT agrees to provide the educational services described in the pupil's individualized education program 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 September 2, 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 RECEIVING DISTRICT each month a tentative tuition charge based upon a per diem rate of \$284.15 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 \$52,000.00 by the estimated number of days school will be in session, but not less than 180 days (July through June). For July through August, if applicable, such pupil will be enrolled for 0 days for a total tentative tuition charge of \$, and/or for September through June, if applicable, such pupil will be enrolled for 183 days for a total tentative tuition charge of \$52,000.00. The July through June total tentative tuition charge will be \$52,000.00. For audit purposes, the number of days the RECEIVING DISTRICT 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 RECEIVING DISTRICT each month a tuition charge for extraordinary services based upon a per diem rate of \$167.02 for the total number of days such pupil was

RECEIVED

enrolled during the month the services was provided. The per diem rate was determined by dividing the estimated cost of the services for the school year (July through June) of \$30,564.00 by the estimated number of days school will be in session (July through June) 183. For July through August, if applicable, such pupil will be enrolled for NA days for a total tuition charge of NA, and/or for September through June, if applicable, such pupil will be enrolled for 183 days for a total tuition charge of \$30,564.00. The July through June total tuition charge will be \$30,564.00. For audit purposes, the number of days the RECEIVINGDISTRICT 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:23-4.2(h), the RECEIVING DISTRICT has the option of billing in accordance with N.J.A.C. 6A:23-4.2(h) or N.J.A.C. 6A:23-4.2(h). The RECEIVING DISTRICT shall use the same option for all students enrolled in the RECEIVING DISTRICT. The option chosen is marked with an “X”:

X Option 1. In accordance with N.J.A.C. 6A:23-4.2(h), the SENDING DISTRICT board of education shall pay the RECEIVING DISTRICT 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 RECEIVING DISTRICT, 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 RECEIVING DISTRICT 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 RECEIVING DISTRICT calculated at the rate of one percent per month on the unpaid balance.

4. The RECEIVING DISTRICT 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. As an option, a flat monthly payment evenly divided based on the total number of days under contract may be accepted. Attendance report shall not impact payment schedule.
5. The RECEIVING DISTRICT 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 RECEIVING DISTRICT 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 a valid 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 RECEIVING DISTRICT proposes to charge a final tuition rate in excess of 10 percent of the tentative tuition rate charged, the RECEIVING DISTRICT 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 RECEIVING DISTRICT 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 RECEIVING DISTRICT 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 RECEIVING DISTRICT 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 RECEIVING DISTRICT 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 RECEIVING DISTRICT 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 RECEIVING DISTRICT the amount owed as a result of an adjustment based upon the school's certified audited financial statements. Full payment must be made on a mutually agreed upon date during the second school year following the year for which the actual cost per student is certified in accordance with N.J.A.C. 6A:23-4.2(m).

10. This AGREEMENT may be terminated by the RECEIVING DISTRICT 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 RECEIVING DISTRICT 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 RECEIVING DISTRICT. If the parent(s) and/or guardian (s) exercise their right to disapprove the termination of services at the RECEIVING DISTRICT 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 RECEIVING DISTRICT 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 RECEIVING DISTRICT 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 RECEIVING DISTRICT 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 RECEIVING DISTRICT and the parent(s)/guardian(s) pursuant to N.J.A.C. 6A:14-2.3. If the RECEIVING DISTRICT does not notify the SENDING DISTRICT upon five consecutive daily absences by this pupil, the RECEIVING DISTRICT 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.

IN WITNESS WHEREOF, the parties have caused this AGREEMENT to be duly executed as of this \_\_\_\_\_ day of \_\_\_\_\_, 2011.

SENDING DISTRICT

RECEIVING DISTRICT

\_\_\_\_\_  
President of the Board of Education

*John E. Depina Jr.*

\_\_\_\_\_  
President of the Board of Education

\_\_\_\_\_  
Secretary of the Board of Education

*Raymond Leonard*

\_\_\_\_\_  
Secretary of the Board of Education