

HOMELESS TUITION CONTRACT AGREEMENT

AGREEMENT dated this 13th day of February 2019, between the Brick Township Board of Education, in the County of Ocean and the State of New Jersey (*hereinafter referred to as the "SENDING DISTRICT"*), and the Newark Board of Education, in the County of Essex and the State of New Jersey (*hereinafter referred to as the "RECEIVING DISTRICT"*).

WITNESSETH

#5187

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 to be purchased and provided are described in 1a. below.
- 1.a The specific educational services described in this section or attached as an appendix to this AGREEMENT are to be provided for:

CHECK ONE ONLY

a homeless resident pupil from the SENDING DISTRICT, resident pupils from the SENDING DISTRICT enrolled in the RECEIVING DISTRICT Newark Public Schools from February 13, 2019 to June 20, 2019 for a total of 82 days **TOTAL FOR THE SCHOOL YEAR IS \$ 5,608.44.**

DESCRIBE THE EDUCATIONAL SERVICES IN THIS SPACE OR ATTACH A DESCRIPTION AS AN APPENDIX TO THIS AGREEMENT.

- 2. This AGREEMENT shall be in effect for the 2018-2019 school year.
- 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.

COMPLETE EITHER 4a OR 4b, WHICHEVER IS APPLICABLE

- 4a. For homeless pupil(s) enrolled the SENDING DISTRICT agrees to pay tuition charge of \$ 5,608.44. The payments shall be due one the last day of enrollment. 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.
- 4b. 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 following payment schedule: (*Insert: day and month payment or credit is due*) and (*Insert: percentage of payment or credit due*).
- 4c. 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: (*Insert day and month payment is due*) and (*insert percentage of payment due*).

- 4c. 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. 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 13th day of February 2019.

SIGN HERE

SIGN HERE

PRESIDENT SENDING DISTRICT BOARD OF EDUCATION

SECRETARY SENDING DISTRICT BOARD OF EDUCATION

Valerie Wilson
VALERIE WILSON, SCHOOL BUSINESS ADMINISTRATOR
NEWARK PUBLIC SCHOOLS BOARD OF EDUCATION
RECEIVING DISTRICT

Josephine C. Garcia
JOSEPHINE C. GARCIA, CHAIRPERSON
NEWARK PUBLIC SCHOOLS BOARD OF EDUCATION
RECEIVING DISTRICT

*Rate (s) subject to change to reflect current tuition charge