

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. **Extended School Year 2009**

- 2. This AGREEMENT shall be in effect for the summer, 2009 (Extended School Year). The educational services shall commence on July 6, 2009 and terminate on August 14, 2009.
- 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.
- 4a. For educationally handicapped pupil(s) enrolled the first school day of the Extended School Year program, the SENDING DISTRICT agrees to pay the tentative tuition charge of **\$ 4,500** to the RECEIVING DISTRICT no later than August 28, 2009. In the event that the(se) pupil(s) is (are) enrolled for less than the entire Extended School Year program, the RECEIVING DISTRICT agrees to adjust the tuition bill for each pupil based upon a tentative per diem rate of \$150.00 multiplied by the actual number of days the pupil(s) is (are) enrolled.
- 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 applicable New Jersey Statues and the rules and regulations of the State Board of Education.
- 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: full payment within 30 days of billing
- 4d. In the event it becomes necessary for the SENDING DISTRICT to request that the county superintendent waive the payment schedule in 4a. 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 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