

SPECIAL EDUCATION TUITION CONTRACT AGREEMENT
For County Special Services Districts

D92-04322/D93-04102spessd 05/97

AGREEMENT dated this _____ day of _____, 20____, between the _____
Board of Education, in the County of _____ and the State of New Jersey (*hereinafter referred to as the "SENDING DISTRICT"*), and the _____
Board of Education, in the County of _____ 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 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

- _____ 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.

ATTACH A DESCRIPTION AS AN APPENDIX TO THIS AGREEMENT

2. This AGREEMENT shall be in effect for the 20 ____ - 20 ____ school year. The educational services shall commence on _____, 20____ and terminate on _____, 20____.
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 educationally handicapped pupil(s) enrolled the first school day of September, the SENDING DISTRICT agrees that one-twentieth of the tentative tuition charge of \$_____ shall be deducted from the state aid of the SENDING DISTRICT to be credited to the RECEIVING DISTRICT commencing on September 1, 20 ____ and continuing for the successive full payment periods that the pupil(s) is (are) enrolled. The transfer shall occur on the first and fifteenth of each month. The tentative tuition charge equals the estimated cost per pupil of \$_____ * multiplied by an estimated average daily enrollment of _____ pupils. 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 enrollment information provided to the State DOE to reflect the actual number of school days the pupil(s) is (are) enrolled. The tuition deducted from the SENDING DISTRICT's state aid and transferred to the RECEIVING DISTRICT will be adjusted based upon a per diem rate. The per diem rate will be calculated by dividing the estimated cost per pupil by the actual number of days school is in session. If applicable, the SENDING DISTRICT agrees to pay directly a non- resident fee of \$_____ multiplied by an estimated average daily enrollment of _____ out of county pupils to the RECEIVING DISTRICT. In the event that the(se) non-resident pupil(s) is (are) enrolled for less than the entire school year the RECEIVING DISTRICT agrees to adjust the final monthly non-resident fee 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 non-resident fee by the actual number of days school is in session.

* An amount equal to 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 that a prorated tuition charge based upon the estimated cost per pupil of \$_____ shall be deducted from the state aid of the SENDING DISTRICT to be credited to the RECEIVING DISTRICT. Transfers shall be made as follows:
- i. The tuition charge for each full payment period the pupil(s) is (are) enrolled shall be based upon one-twentieth of the estimated cost per pupil. Such transfers shall be made on the first and fifteenth of each month and will continue for the successive full payment periods the pupil(s) is (are) enrolled.
- ii. Each payment period's tuition transfer 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.

If applicable, the SENDING DISTRICT agrees to pay directly to the RECEIVING DISTRICT a non-resident fee which will be determined using a per diem rate for the actual number of school days the non-resident pupil(s) is (are) enrolled if the pupil(s) is (are) enrolled for less than the entire school year. The per diem rate will be calculated by dividing the non-resident fee by the actual number of days school is in session. The final monthly non-resident fee bill shall be adjusted based upon a per diem rate for the actual number of school days the non-resident pupil(s) is (are) enrolled for the school year.

- 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 amount of tuition deducted from the SENDING DISTRICT's state aid to be transferred to the RECEIVING DISTRICT will be reduced to adjust for the amount of excess tuition charged. The adjustment to the state aid deductions will be made in the same manner throughout the second school year following this contract year. In the event that it is later determined that the applicable non-resident fee charged 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. With regard to the non resident fee, 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*).

- 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 amount deducted from the SENDING DISTRICT's state aid to be transferred to the RECEIVING DISTRICT will be increased to adjust for the amount of excess tuition charged. The adjustment to the state aid deductions will be made in the same manner throughout the third school year following this contract year. In the event that it is later determined that 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 third school year following the contract year the amount of the difference between the actual and estimated non-resident fees as follows:

CHECK ONE ONLY

- All of the amount owed, None of the amount owed, **OR** 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 or credit is due*) and (*insert percentage of payment or credit due*).

- 4e. In the event that it becomes necessary for the SENDING DISTRICT to request that the county superintendent waive the adjustment for the amount of excess non-resident fee charged in 4d. 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 this _____ day of _____, 20 ____.

PRESIDENT SENDING DISTRICT BOARD OF EDUCATION

PRESIDENT RECEIVING DISTRICT BOARD OF EDUCATION

SECRETARY SENDING DISTRICT BOARD OF EDUCATION

SECRETARY RECEIVING DISTRICT BOARD OF EDUCATION