

TUITION CONTRACT AGREEMENT

AGREEMENT dated this _____ day of _____ 20 __, between the Elizabeth Board of Education, in the County of Union and the State of New Jersey (hereinafter referred to as the "SENDING DISTRICT"), and the Waterford Township Board of Education, in the County of Camden 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 [REDACTED] by the RECEIVING DISTRICT.

Grade 8 General Education

2. This AGREEMENT shall be in effect for the 2023 - 2024 school year. The educational services shall commence on February 5, 2024 and terminate on June 30, 2024.

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.

4. The SENDING DISTRICT agrees to pay a prorated portion of the tentative tuition charge of \$ 5,884.12 each month less any prior year credits to the RECEIVING DISTRICT commencing no later than April 1, 2024 and continuing through June. The payments shall be due on the first of each month. The tentative tuition charge equals the estimated cost per pupil of \$ 68.42 per diem multiplied by 86 days.

* An amount not in excess of the amount shown on line 7 of the "Estimated Cost Pupil for Tuition Purposes" form.

4a. 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 second 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).

4b. 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 second school year following the contract year the amount owed as follows:

CHECK ONE ONLY

[X] 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: June 15, 2026.

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 _____ day of _____, 20_____.

PRESIDENT SENDING DISTRICT BOARD OF EDUCATION

SECRETARY SENDING DISTRICT BOARD OF EDUCATION

PRESIDENT RECEIVING DISTRICT BOARD OF EDUCATION

SECRETARY RECEIVING DISTRICT BOARD OF EDUCATION

TUITION CONTRACT AGREEMENT

AGREEMENT dated this 14th day of March, 2024, between the Waterford Board of Education, in the County of Camden and the State of New Jersey (hereinafter referred to as the "SENDING DISTRICT"), and the Hammonton Board of Education, in the County of Atlantic 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 [redacted] in grade 8 from the SENDING DISTRICT.

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

Grade 8 educational services

- 2. This AGREEMENT shall be in effect for the 2023 – 2024 school year. The educational services shall commence on February 5, 2024 and terminate on June 30, 2024.
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.
4. The SENDING DISTRICT agrees to pay the prorated tentative tuition charge of \$5,884.12 to the RECEIVING DISTRICT commencing no later than April 15, 2024. The first and second payment shall be due no later than April 15, 2024 and all subsequent payments shall be due on the first of each month. The tentative tuition charge equals the estimated cost per pupil of \$ 12,316* multiplied by an estimated average daily enrollment of 1 pupil.
* An amount not in excess of the amount shown on line 7 of the "Estimated Cost Pupil for Tuition Purposes" form
4a. 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, and/or the resource room charge is greater than the actual cost, 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. 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: One-tenth commencing September 1 continuing through June.
4b. 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 second school year following the contract year the amount owed as follows:

CHECK ONE ONLY

[X] 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: 100% due by June 15, 2026.

- 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 14th day of March, 2024.

PRESIDENT SENDING DISTRICT BOARD OF EDUCATION

[Handwritten signature]

PRESIDENT RECEIVING DISTRICT BOARD OF EDUCATION

SECRETARY SENDING DISTRICT BOARD OF EDUCATION

[Handwritten signature]

SECRETARY RECEIVING DISTRICT BOARD OF EDUCATION