


DEPARTMENT OF SPECIAL SERVICES
Township of Union Public Schools
M - E - M - O - R - A - N - D - U - M

TO: Pat Ditri
FROM: Kim Conti 
RE: Board Agenda Item
DATE: January 23, 2012

The committee recommends and I so move that the Board approve Cranford Board of Education, 132 Thomas Street, Cranford, NJ to provide speech for a district student who attends the Cranford Program for the 2011-2012 school year in an amount not to exceed \$965.20. These services are in accordance with the student's IEP and will be charged to account #11-000-216-320-01-19.

SPECIAL EDUCATION TUITION CONTRACT

AGREEMENT dated this 16TH Day of December, 2011 between Union Public Schools in the County of Union and the State of New Jersey (hereinafter referred to as the "SENDING DISTRICT") and the Cranford Board of Education in the County of Union 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 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 provided for

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X B. Si. 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 THE SPACE BELOW OR ATTACH AN APPENDIX TO THIS AGREEMENT.

LINCOLN ELEMENTARY ACHIEVEMENT PROGRAM -Full time student

- 2. This agreement shall be in effect for the 2011-2012 school year. The educational services shall commence on September 8, 2011 and terminate on June 20, 2012.
3. Tuition charges as part of this AGREEMENT, as well as the payment of the same, shall be made in accordance with 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 to pay one-tenth of the tentative tuition charge of \$ Each month less any prior year credits to the RECEIVING DISTRICT commencing no later than September And continuing for the successive full month(s) that the pupil(s) is (are) enrolled. The payments shall be due on the first of each month. The tentative tuition charge equals the estimated cost per pupil of \$ * multiplied by an average daily enrollment of pupils. In the event that the 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 school is in session. *An amount not in excess of 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 day of September, the SENDING DISTRICT agrees to pay a prorated tuition charge based upon the estimated cost per pupil of \$44,780.00 less any prior year credits to the RECEIVING DISTRICT. Payments shall be due as follows:
i. The first month's tuition charge will be determined using a per diem rate for the actual number of school days the pupil(s) is (are) enrolled if the pupil(s) is (are) enrolled for less than an entire month. The per diem rate will be calculated by dividing the estimated cost per pupil by the actual number of days school is in session.
ii. The tuition charge for each full month the pupil(s) is (are) enrolled shall be based upon one-tenth of the estimated cost per pupil. Such payments shall be due on the first of each month and continue for the successive full month the pupil(s) is (are) enrolled.
iii. The monthly tuition bill shall be adjusted based upon a per diem rate for the actual number of days school is in session. \$ 248.78 per day
4c. EXTRAORDINARY SERVICES - The SENDING DISTRICT agrees to pay the RECEIVING DISTRICT each month a tentative tuition charge for the extraordinary services based upon a per diem rate of \$ for the total number of days each pupil was enrolled during the month the service was provided. The per diem rate was determined by dividing the estimated cost of services for the school year (Sept. through June) of \$ by the estimated number of days school will be in session (Sept. through June) of and rounding to the nearest two decimals.
4d. RELATED SERVICES - The SENDING DISTRICT agrees to pay the RECEIVING DISTRICT each month a tentative tuition charge for the related services based upon a per diem rate of \$50.80/hr - 2x/week/30 minutes - 38 weeks - group - Speech for the total number of days each pupil was enrolled during the month the service was provided. The per diem rate was determined by dividing the estimated cost of services for the school year (Sept. through June) of \$ 965.20 by the estimated number of days school will be in session (Sept. through June) of and rounding to the nearest two decimals.
4e. In the event that it is later determined that the tentative tuition charge was greater that 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 the contract year. The RECEIVING DISTRICT has the option to pay such excess amount or to credit each 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).
4f. 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:

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X All of 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 is due) and (insert percentage of payment due)

- 4g. In the event it becomes necessary for the SENDING DISTRICT to request that the county superintendent waive the payment schedule in 4d. 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 shall 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 , 2011.

President Sending District Board of Education

President Receiving District Board of Education

Secretary Sending District Board of Education

Secretary Receiving District Board of Education



*Business Office
132 Thomas Street
Cranford, NJ 07016*

*Tele: 908.709.6209
Fax: 908.272.8813*

January 4, 2012

**Special Services
Union Board of Education
2369 Morris Avenue
P.O. Box 3139
Union, NJ 07083-1939**

Dear Director of Special Services:

Attached are Special Education tuition contracts for the 2011/2012 school year for the following students:

Please disregard the Revision mailed yesterday.

**Revision 12/23/2011, B S , Speech-Group
Annual Rate \$ 965.20.**

Please sign and return one copy of the contract. Keep the second copy for your files. We ask that you issue a Purchase Order as soon as possible.

Very truly yours,

A handwritten signature in cursive script that reads "Dale Weber".

Dale Weber
Business Office

Attachments