

SENDING-RECEIVING AGREEMENT

THIS AGREEMENT dated this _____ day of _____, 2019 by and between the Board of Education of the Borough of Maywood in the County of Bergen with offices at 452 Maywood Ave, Maywood, NJ 07607 ("Maywood") and the Board of Education of the Carlstadt-East Rutherford Regional School District in the County of Bergen with offices at 120 Paterson Avenue, East Rutherford, NJ 07073 ("Carlstadt-East Rutherford"), hereinafter collectively referred to as "the Boards."

WITNESSED

WHEREAS, Carlstadt-East Rutherford currently operates a 9-12 school district wherein it educates students from the Borough of Carlstadt and Borough of East Rutherford; and

WHEREAS, Maywood currently educates its high school students in grades 9-12 by way of a sending-receiving agreement with the Hackensack Board of Education ("Hackensack"); and

WHEREAS, Maywood has become unhappy with its current sending-receiving relationship with Hackensack and wishes to obtain Commissioner of Education approval to terminate said relationship; and

WHEREAS, in the event Maywood is able to terminate its relationship with Hackensack, the parties wish to establish a sending-receiving relationship designating Carlstadt-East Rutherford as the receiving district for Maywood students in grades 9-12 pursuant to the provisions of all applicable statutes and regulations, as well as the terms of this agreement;

NOW THEREFORE, in consideration of the mutual covenants contained in this Agreement, the parties hereto agree as follows:

1. Designation. Upon termination of its current sending-receiving relationship with Hackensack, Maywood, as the sending district, hereby designates Carlstadt-East Rutherford as

the receiving district for Maywood high school students in grades 9-12 pursuant to the provisions of *N.J.S.A. 18A:38-8, et seq.*, as well as the terms of this Agreement. Carlstadt-East Rutherford hereby accepts such designation. In the first year of this Agreement, only students in 9th grade will attend Becton Regional; in the second year of this Agreement, only students in 9th and 10th grades will attend; in the third year of this Agreement, only students in 9th, 10th, and 11th grades will attend; and in the fourth year of this Agreement and thereafter, all four grade levels will attend.

2. Term. This Agreement shall commence upon the termination of the sending-receiving relationship between Maywood and Hackensack. Both parties acknowledge that this Agreement is contingent upon the termination of the sending-receiving relationship between Maywood and Hackensack. The initial term of this Agreement shall be ten (10) years and shall be renewed or extended, consistent with law, as agreed upon by the parties and as set forth herein.

3. Provision of Educational Program. For each year of this Agreement and any extension thereof, Carlstadt-East Rutherford shall provide an educational program for all Maywood pupils in grades 9-12 in accordance with the requirement of *N.J.S.A. 18A:38-8 et seq.*, the terms set forth herein, and the mandates of *N.J.S.A. 18A:33-1 et seq.*, together with other applicable regulations of the New Jersey Department of Education. Maywood students in grades 9-12 shall receive equal educational opportunities and shall be accorded all the rights, privileges, and status enjoyed by resident students of the Carlstadt-East Rutherford School District, including but not limited to academics, support services, extra-curricular programming and offerings, intramurals teams, activities, and participation in athletics. In fulfilling its obligations under this Agreement, Carlstadt-East Rutherford agrees to comply with all federal and State

educational requirements and to provide a thorough and efficient education for the Maywood students in grades 9-12.

4. Tuition. Upon the commencement of this Agreement, in accordance with the provisions of *N.J.S.A.* 18A:38-19 and *N.J.A.C.* 6A:23-3.1, Carlstadt-East Rutherford and Maywood agree that Maywood shall pay tuition to Carlstadt-East Rutherford for each Maywood pupil educated by Carlstadt-East Rutherford pursuant to the terms of this Agreement. In any given school year during the term of this Agreement, Maywood shall pay the required tuition charges in ten (10) equal monthly installments, with the first payment due by September 1st and the succeeding payments due by the first day of each succeeding month.

a. *Initial Tuition Rate:* The tuition to be charged for the initial ten-year term of this Agreement has been established by the parties and set forth in Exhibit "A," which shall be attached hereto and incorporated by reference into this Agreement. This rate shall be charged for all Maywood students who attend Becton Regional High School.

b. *Out-of-District Special Education Placements:* With regard to those Maywood students classified pursuant to New Jersey Statute as eligible to receive special education services who are not educated by Carlstadt-East Rutherford because they attend an out-of-district placement (i.e., a third-party private school, public school, institution or agency), they shall not be included in the annual pupil count as set forth in Paragraph 4 above. Maywood shall be financially responsible for all costs associated with out-of-district placements for its students. In order to ensure the accuracy of charges associated with such placements, Carlstadt-East Rutherford's administration will review each invoice, certify to Maywood that the services identified in each invoice were provided to the student and that the invoice is otherwise accurate, and forward to Maywood for payment directly to the third-party. Carlstadt-East Rutherford

shall not charge Maywood for educational services not provided by Carlstadt-East Rutherford to Maywood pupils (i.e., out-of-district placements). Likewise, Maywood shall not make claim upon Carlstadt-East Rutherford for funding of educational services not provided by Carlstadt-East Rutherford (i.e., out-of-district placements). Tuition for Maywood students attending an out-of-district placement shall be paid by Maywood directly to the third-party.

c. *Tuition bills.* Carlstadt-East Rutherford agrees to provide Maywood with a detailed monthly tuition bill and a monthly report showing individual pupil enrollment and attendance by the 15th of each month.

d. *Vocational and Specialized programs.* The parties agree and acknowledge that Maywood residents in grades 9 through 12 may attend vocational and/or special programs outside Becton High School and in accordance with New Jersey statutes and regulations. All Maywood residents in grades 9 through 12 who attend a vocational program or a special high school program other than Becton High School, either part time or full time, shall be treated by Carlstadt-East Rutherford as all resident pupils are treated with respect to participation opportunities in athletic and/or intramural teams, activities, and events; after school extracurricular clubs, activities and events; and other school-related events and activities occurring after the end of the school day. The provisions of this Article also shall apply to Maywood students attending special education placements. The parties agree Carlstadt-East Rutherford shall not be responsible for any costs, including but not limited to tuition and transportation, incurred by Maywood students attending vocational and/or special programs outside Becton High School.

e. *Becton Visions Program* – It is acknowledged and understood that Maywood students will be able to access the Visions Program (“Program”) currently offered to Carlstadt-

East Rutherford students at the same tuition rate as set forth in Exhibit A. However, in the event the Program will need to expand as a result of the increase in enrollment from Maywood, the parties agree to adjust the tuition cost for these students to reflect the increase in cost to Carlstadt-East Rutherford to administer the Project.

5. Determination of Number of Maywood Pupils to Which Tuition Rate Shall Apply. Maywood shall notify Carlstadt-East Rutherford, in writing, of the estimated average daily enrollment of pupils expected to be sent during the ensuing school year by no later than February 1st of the preceding school year. This estimate will be used by each Board for budgetary purposes, and to calculate the equal monthly installments to be paid by Maywood in accordance with Paragraph 3 above. The estimated average daily enrollment of pupils will be reconciled with the actual average daily enrollment of pupils in accordance with Title 18A and Section 6A of the Administrative Code, as well as all other applicable rules and regulations of the New Jersey Department of Education.

6. Dispute Resolution. Both Boards agree that, in the event of any dispute regarding the interpretation of this Agreement, they shall meet, through representatives, with a view toward amicably resolving the dispute and adjusting any differences in a manner which is equitable and in accordance with the stated intent and purpose of this Agreement. In the event of a failure by the Boards to amicably resolve such dispute, the Boards agree that they shall submit their dispute to the Executive County Superintendent and request that he/she engage in dispute resolution through mediation. In the event that the Boards are unable to reach agreement through mediation with the Executive County Superintendent, it is stipulated and agreed that the Commissioner of Education shall have exclusive jurisdiction to resolve such disputes formally in accordance with the provisions of N.J.S.A. 18A:6-9.

7. Policy and Procedural Provisions. The Boards hereby agree to abide by the following policies and procedural provisions governing the sending-receiving relationship:

a. Carlstadt-East Rutherford shall take the concerns of the Maywood pupils and Board into account in making decisions and taking actions affecting the Maywood pupils and Board. Carlstadt-East Rutherford shall provide notice to Maywood of all such decisions and actions potentially affecting the education of Maywood's pupils and afford Maywood representatives an opportunity to be heard regarding any such decisions and actions at the Carlstadt-East Rutherford Board meeting at which such decisions and actions are considered. Such notice obligation shall be satisfied by Carlstadt-East Rutherford delivering to the Maywood Board, as soon as it is available, a copy of the agenda for each public meeting of the Carlstadt-East Rutherford Board specifying the relevant issue or issues. Said agenda shall be available to Maywood Borough residents, including Maywood Board members, as soon as it is available to Carlstadt and East Rutherford Borough residents.

b. To the extent permitted by law, the Maywood Board shall designate a member who will be a voting member on the Carlstadt-East Rutherford Board. The Boards specifically acknowledge and understand that this provision is governed by the laws of the State of New Jersey and the rules and regulations of the New Jersey Department of Education.

c. In the event that Maywood is not legally permitted to designate a voting member to the Carlstadt-East Rutherford Board, pursuant to the immediately preceding paragraph, the Boards agree that Maywood shall be permitted to appoint one of its members to hold a *non-voting* seat on the Carlstadt-East Rutherford Board. Participation of the individual appointed shall be subject to the discretion of the Carlstadt-East Rutherford Board and limitations of law.

d. Maywood shall be given an opportunity to submit suggestions and give reactions regarding annual goals set for the education provided by Carlstadt-East Rutherford to Maywood's pupils and Maywood shall be provided the annual goals set.

e. The Boards shall establish a Liaison Committee comprised of members of the Administration and Board of Education of each party as designated by them. Such Liaison Committee shall meet as necessary to discuss matters related to this sending-receiving Agreement, including but not limited to articulation and transition of 8th grade students from Maywood to 9th grade at Becton Regional. Meetings shall take place no less than two times per year.

f. Carlstadt-East Rutherford agrees that it will make reasonable and regular efforts to share information with Maywood and, to the extent practicable and agreed to by both boards, to articulate curricula between the two districts.

g. Carlstadt-East Rutherford acknowledges and agrees that Maywood has the legal obligation to educate the Maywood resident students and, as such, has the right to receive educational data related to its students. Carlstadt-East Rutherford agrees that it will honor requests from Maywood for data related to its students for the purpose of ensuring the articulation of programming and the educational success of its students.

Special Education. Special Education Tuition. Costs. and Other Requirements:

a. The parties agree that the child study teams for both districts shall jointly attend an end of 8th grade year meeting for each Maywood student classified to receive special education services. Carlstadt-East Rutherford agrees to involve the Maywood child study team

in the transition and determination of appropriate placements for students in Maywood as they transition to 9th grade at Becton Regional.

b. In the event of a disagreement between the Carlstadt-East Rutherford Child Study Team and a parent or guardian, which results in the filing of a due process petition or mediation request pursuant to *N.J.A.C. 6A:14, et seq.*, regarding eligibility for special education services or the evaluation, placement, program and/or services provided to a Maywood pupil, Carlstadt-East Rutherford shall promptly notify Maywood and Maywood shall have no less than ten (10) days from the date thereof to advise Carlstadt-East Rutherford regarding its views as to a course of action for resolution of the dispute.

c. Carlstadt-East Rutherford agrees that its child study team will consult with the Maywood Superintendent or his/her designee in advance of making any decision to place a Maywood resident student in an out of district placement.

d. Maywood shall be responsible for the following special education costs of its students:

- (i) Students in Resource Centers and Visions Program: Maywood shall be responsible for the tuition rate for these students as set forth in Exhibit A. Maywood additionally shall be responsible for any expenses incurred by Carlstadt-East Rutherford directly for the education of a Maywood student, as reflected in that student's IEP, such as physical therapy, occupational therapy, speech therapy, 1:1 nursing services, 1:1 paraprofessional services, etc. that is
- (ii) Related Services and Evaluations: For pupils with disabilities who are receiving services in-district, the cost of related services and other non-instructional supportive services, including, but not limited to, Physical Therapy, Occupational Therapy, and personal aides will be billed separately. Maywood additionally shall be responsible for the costs of Child Study Team and 504 evaluations that are not conducted by Carlstadt-East Rutherford staff and for which Carlstadt-East Rutherford must contract and pay an outside contractor.

9. Transportation: Transportation of Maywood Students who are attending the Henry P. Becton Regional High School is not included in this agreement. Any understanding

between Maywood and Carlstadt-East Rutherford involving the transportation of Maywood Students shall be by a separate agreement between the parties.

8. Force Majeure. The obligation of Carlstadt-East Rutherford to provide services hereunder shall be subject to the availability of Carlstadt-East Rutherford's facilities and staff. If for any reason beyond the control of Carlstadt-East Rutherford such facilities or staff are not available to provide the education services described hereunder for reasons such as, but not limited to, strikes, destruction of facilities by fire, flood or other natural occurrences, Carlstadt-East Rutherford shall have the right to suspend such services hereunder to the extent that it suspends services to its own residents and neither Board shall have any obligation to the other for tuition, damages, reimbursement for alternative programs or otherwise. In such circumstances, Carlstadt-East Rutherford shall exercise due diligence and effort to reinstate services as set forth herein as soon as reasonably possible.

9. Severability and Legality. The parties understand that this Agreement is governed by the laws of the State of New Jersey and the rules and regulations of the New Jersey Department of Education. If any provision of this Agreement is deemed unenforceable, illegal or inconsistent with then-current statutes, rules or regulations, such statutes, rules or regulations shall govern. However, to the extent that enforceable provisions of this Agreement exist and are not inconsistent with such statutes, rules or regulations, they shall remain binding upon the parties for the duration of the Agreement.

10. Termination. Except as may be required pursuant to the laws of the State of New Jersey or the rules and regulations of the Department of Education, nothing in this Agreement shall be construed to limit either party regarding its options for the school year subsequent to the term of the Agreement. However, the Boards agree that each will provide the other with no less

than one year's advance notice prior to filing a petition to terminate their sending-receiving relationship pursuant to the requirements of Title 18A. In the event that one or both parties seek to terminate the relationship, this Agreement shall remain in full force and effect until such time as the Commissioner approves the termination of the relationship. Failure of the parties to renew or extend this Agreement shall not constitute a termination of the sending-receiving relationship.

11. Renewal. The parties shall provide written notice no less than two (2) years prior to the conclusion of this Agreement of their intent to renew this Agreement, for the purposes of beginning to negotiate a new tuition rate and/or any modifications to this Agreement. The current Agreement shall remain in full force and effect while a new Agreement is being negotiated and executed by the parties. In the event that neither party seeks to terminate this sending-receiving relationship upon expiration of the initial term, this Agreement shall automatically renew with the same terms and conditions as set forth herein. Upon renewal, the parties shall negotiate a new tuition rate. In the event that the parties cannot amicably agree upon a new tuition rate for the next term of their relationship, the tuition for the final year set forth in Exhibit "A" shall be increased by the same percentage increase, year over year, as the amount of Carlstadt-East Rutherford's tax levy increase. The remaining terms and conditions shall likewise remain in full force and effect unless and until the parties mutually agree to modify any provision in a further Agreement.

12. Interpretation and Construction. The Boards acknowledge that each Board has engaged counsel in connection with the negotiation and completion of this Agreement, and, consequently, agree that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party will not be used in the interpretation of this Agreement or any Amendment or exhibit hereto.

13. Approval. This Agreement has been approved by a majority vote of the Boards of Education of the Borough of Maywood and the Carlstatdt-East Rutherford Regional Board of Education

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IN WITNESS WHEREOF, the Carlstadt-East Rutherford Regional Board of Education and the Board of Education of the Borough of Maywood have caused this Agreement to be signed by their respective Presidents, attested to by their respective Secretaries and their corporate seals to be affixed hereto; all on the day and year first above written.

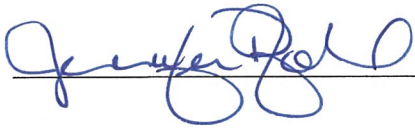
Attest:

Carlstadt-East Rutherford Regional Board
of Education

By: _____

Attest:

Board of Education of the Borough of
Maywood

_____

By: _____

<u>EXHIBIT A</u>
Year 1 - \$10,500
Year 2 - \$10,500
Year 3 - \$10,500
Year 4 - \$10,500
Year 5 - \$10,710
Year 6 - \$10,924
Year 7 - \$11,143
Year 8 - \$11,366
Year 9 - \$11,593
Year 10 - \$11, 825

