

**AVALON
BOARD OF EDUCATION**

AGENDA

October 19, 2022

Regular

Board of Education Meeting

**AVALON BOARD OF EDUCATION
32ND STREET AND OCEAN DRIVE
AVALON, NJ 08202**

AGENDA

I. CALL TO ORDER

The New Jersey Open Public Meetings Law was enacted to ensure the rights of the public to have advance notice of and to attend the meetings of the public bodies at which any business affecting their interest is discussed or acted upon. In accordance with the provisions of this Act, the Avalon Board of Education has caused notice of this meeting to be published by having the date, time, and place thereof posted in *The Press of AC*. Additionally notice was posted on the Avalon School website.

II. PLEDGE TO THE FLAG

I pledge allegiance to the flag of the United States of America and to the Republic for which it stands, one Nation under God, indivisible with liberty and justice for all.

III. ROLL CALL

_____ Mr. Richardson _____ Mrs. Scarpa _____ Mrs. Schiela

_____ Mrs. Schwartz _____ Mrs. Binder _____ Mrs. Walters

ATTENDANCE

_____ Mrs. Fox _____ Ms. Fiori _____ Dr. Murtaugh

IV. MINUTES

It is recommended that the Board of Education approve the minutes and executive minutes of the meeting held September 21, 2022. **(see drive)**

BOARD SECRETARY/BUSINESS ADMINISTRATOR REPORT

A. Monthly Reports

A Budget Summary and Monthly transfer report for October, 2022 are presented for review. **(see financial Reports file)**

B. Transfers

It is recommended that the Board of Education approve, upon recommendation of the Chief School Administrator, the following transfers of funds for September 2022: **(see page 7)**

C. Board Secretary Report

Board Secretary’s Reports, for the month of August, 2022 pursuant to N.J.A.C. 6A:23A-16.10 (c)3, I certify that as of October 19, 2022, no budgetary line item account has obligations and payments (contractual orders) which in total exceed the amount appropriated by the Avalon Board of Education pursuant to N.J.S.A. 18A:22-8.1 and N.J.A.C. 6:23-16.10 (a)1. (see Financial Reports file)

In accordance with N.J.A.C. 6A:23A-16.10 (c) 2, it is certified that anticipated revenue has changed for the month ending September, 2022 as follows:

Increase \$ Decrease \$0

October 19, 2022
Date

Linda Fiori

D. Treasurers Report

Treasurer’s Report in accordance with 18A:17-36 and 18A: 17-9 for the month of August 2022. The Treasurer’s Report and Secretary’s Report are in agreement for the month of August 2022. (see Financial Reports file)

E. Certification

Pursuant to N.J.A.C. 6A:23A-16.10 (c) 4, the Avalon Board of Education certifies that as of October 19, 2022 and after review of the Secretary’s Monthly Financial Report and the Treasurer’s Monthly Financial Report and upon consultation with the appropriate district officials, to the best of the Boards’ knowledge, no major account or fund has been over-expended in violation of N.J.A.C. 6A:23A-16.10 (a) 1 and that sufficient funds are available to meet the district’s financial obligations for the remainder of the fiscal year.

F. WARRANTS

It is recommended that the Board of Education approve the following:

- Warrant paid on 9/27/22
- Payroll paid on 9/30 and 10/14/22
- Vendor bill list for October 2022
- Authorize the Business Administrator to pay any additional bills due and owing for October, 2022 and may transfer funds as necessary so that no line item is over expended. A list of bills paid and transfers made will be presented at the next board meeting.

(see pages 8-14)

G. Contracts

It is recommended that the Board of Education approve the following contracts with Cape May County Special Services for the period 9/1/22 - 6/30/23

AVALON BOARD OF EDUCATION – October 19, 2022

- One to One Aide Agreement in the amount of 28,325
- Tuition Contract Agreement MD program in the amount of \$33,500. This will be prorated for half time.
(see pages 15-18)

H. Grant Amendment

It is recommended that the Board of Education approve to amend the IDEA Grant 7/1/21-9/30/22 to include carryover funds as follows:

Preschool \$591

V. FOR YOUR INFORMATION – NJSBA Workshop October 24-26, 2022

VI. CHIEF SCHOOL ADMINISTRATOR’S REPORT - (See pages 4-6)

VII. BOARD OF EDUCATION BUSINESS

- Old Business
- New Business
- Committee Reports

VIII. PUBLIC COMMENT

Members of the public are invited to address the board concerning board business matters of interest. If you wish to address the board, when acknowledged please provide your name, address and share your comment. Issues that have not previously been considered through administrative channels shall not be considered by the Board. Comments will be considered and a response may be forthcoming if and when appropriate. The Board requests that all members of the public, be mindful of the rights of other individuals when speaking. If you choose to comment about staff, the Board does not endorse those comments nor will the Board be held liable for comments that are made by the public about staff members and that should a staff member consider your comments defamatory, that staff member retains all rights to pursue any legal remedies against the person making the comment.

IX. EXECUTIVE SESSION

It is recommended that the Board of Education, by Resolution, adjourn into Executive Session, from which the general public is excluded, to discuss student placement, personnel, litigation, negotiations, or any other matter appropriate for this session. The results of this session will be made public as soon thereafter as a decision is reached, if permitted by law.

X. RESUMPTION OF PUBLIC PORTION OF MEETING

XI. ADJOURNMENT

Avalon CSA October 19, 2022

Policy

- A. Presentation: 2022 Spring NJSLA Scores- Dr. Murtaugh
- B. Motion to accept the Chief School Administrator’s Harassment, Intimidation, and Bullying Report for September, 2022.
- C. Motion to affirm the Chief School Administrator’s Harassment, Intimidation, and Bullying Report for August, 2022.
- D. Motion to approve the attached parent transportation contract for student #7460256344 as attached.
- E. Motion to approve the Memorandum of Agreement between the Avalon Police Department and the Avalon School District for 2022-2023 as attached.
- F. Motion to approve the HiB Self-Assessment for Avalon Elementary School for the 2021-2022 school year as attached.
- G. Motion to approve the Student Safety Data System Reporting Period 2 data for 2021-2022 for the Avalon Elementary School.
- H. Motion to approve the job description for Athletic Program Coordinator as attached.
- I. Motion to approve the stipend rate of _____ for the position of Athletic Program Coordinator.
- J. Motion to rescind, revise, or adopt the following policies and regulations:

Policy/Reg. #	Reading	Policy/Regulation Title
P 5141.10	First	Face Coverings (October 2021) (Rescind)
P & R 5141.10	First	Face Coverings (October 2022) (Revised)
5131.1	First	Harassment, Intimidation, and Bullying (June 2011) (Rescind)
5131.1	First	Harassment, Intimidation, and Bullying (October 2022) (Revised)

Avalon CSA October 19, 2022

K. Motion to approve the following facility requests:

Requested By	Date(s)	Time	Room Requested	Purpose
Avalon Library	Thursday, November 17, 2022	5:00pm- 8:00pm	Multi-Purpose Room	Read to a Therapy Dog
Avalon Library	Friday, April 17, 2023	9:00am- 11:30am	Multi-Purpose Room	Family Entertainer
Avalon Library	Saturday, May 27, 2023	9:00am- 11:30am	Multi-Purpose Room	Book Bingo
Avalon Library	Saturday, October 8, 2022	9:00am- 11:30am	Multi-Purpose Room	Halloween Dance Party
Avalon Library	Friday, November 25, 2022	9:00am- 11:30am	Multi-Purpose Room	Mrs Claus Story Time -Trim a Tree
Avalon Library	Saturday, December 31, 2022	10:00am- 12:30pm	Multi-Purpose Room	Happy Noon Year
Avalon Library	Thursday, March 23, 2023	5:00pm- 8:00pm	Multi-Purpose Room	Read to a Therapy Dog

E. Motion to approve attendance at the following trainings and programs:

Event	Date(s)	Location	Registration Fees	Mileage & Travel	Employee Name
Healthy Schools, Healthy Children Program	10/19/22	Virtual	\$0	N/A	Catherine Krause
NJSBA Convention	10/26/22	Atlantic City	\$0	TBD	Catherine Krause
Auditory Processing Disorder Workshop	10/20/22	Virtual	\$25	N/A	Mari Coskey
NJASL Fall conference for School Librarians	12/5/22 & 12/6/22	Atlantic City, NJ	\$292.00	TBD	Kelly McCorristin
Open SciEd Inc-Blended Professional Learning	10/24, 10/27, 11/14/22	Virtual	\$300.00	N/A	Catherine Krause
Open SciEd Inc-Student Sensemaking	11/8, 11/10, 11/15, 11/17/22	Virtual	\$700.00	N/A	Catherine Krause
Selecting Books that Accurately Reflect Native	10/25/22	Virtual	\$0	N/A	Kelly McCorristin

Avalon CSA October 19, 2022

Peoples, their Histories, and their Status as Nations					
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Informational/Discussion

- a. Enrollment Report
- b. Fire Drill: September 9, 2022 @9:30am
- c. Security Drill: September 12, 2022 @10:20am
- d. Window shades

October Events

School Violence and Vandalism Awareness Week
Cross Country vs. Wildwood and Wildwood Crest
Author visit with Beth Ferry
Cross Country v. Wildwood @Avalon
Red Ribbon Week
Frank Turner Assembly (SEL/positive affirmations)
Cross Country v. Bishop McHugh@Avalon
Cross Country v. NWW @Avalon
Cross Country Little 5 Meet @Wildwood
PTC Halloween Carnival (PK-8)

Stone Harbor School Update- Dr. Murtaugh

Avalon Board of Education

Transfers by Transfer Number

Start date 9/1/2022 End date 9/30/2022

TR#	Transfer Description	Amount	To Account	From Account
2338	09/01/22 Sept transfer	500.00	11-000-230-585-0 BOE Other Purchased Services	11-000-230-895-0 BOE Membership Dues & Fees
2339	09/01/22 Sept transfer	280.00	70-990-200-500-0 Other Purchased Services	70-990-200-800-0 Other Objects
2340	09/01/22 Sept transfer	2,500.00	11-190-100-610-T Technology Supplies	11-190-100-610-0 General Supplies
2341	09/01/22 Sep transfer	7,500.00	11-190-100-320-0 Purchased Prof-Ed Services	11-190-100-106-0 Other Salaries for Instruction
		10,780.00	Report Total	


Starting date 9/27/2022

Ending date 9/27/2022

Chk#	Date	Rec date	Code	Vendor name	Check Comment	Check amount
020298	09/27/22		1047	Treasurer, State Of New Jersey	2021/22 TPAF	13,627.78

Fund Totals

11	General Current Expense	\$127.78
20	Special Revenue Fund	\$13,500.00
	Total for all checks listed	\$13,627.78

Prepared and submitted by: 
Board Secretary

9/27/22
Date

Starting date 9/30/2022

Ending date 9/30/2022

Chk#	Date	Rec date	Code	Vendor name	Check Comment	Check amount
F31956	09/30/22		1371	Avalon Board Of Ed Payroll		113,205.69
F31957	09/30/22		1341	Avalon Boe P/r Agency		8,638.80

Fund Totals

10	General Fund	\$6,204.40
11	General Current Expense	\$79,673.94
20	Special Revenue Fund	\$2,554.02
60	Enterprise Fund	\$1,576.65
70	Internal Service Fund	\$28,812.74
71	Fund 71	\$3,022.74
	Total for all checks listed	\$121,844.49

Prepared and submitted by:


Board Secretary


9/30/22
Date

Starting date 10/14/2022 Ending date 10/14/2022

Chk#	Date	Rec date	Code	Vendor name	Check Comment	Check amount
F31958	10/14/22		1371	Avalon Board Of Ed Payroll		108,722.39
F31959	10/14/22		1341	Avalon Boe P/r Agency		8,290.00

Fund Totals

10	General Fund	\$6,201.54
11	General Current Expense	\$78,547.77
20	Special Revenue Fund	\$1,404.04
60	Enterprise Fund	\$1,576.65
70	Internal Service Fund	\$26,259.65
71	Fund 71	\$3,022.74
Total for all checks listed		\$117,012.39

Prepared and submitted by: 
Board Secretary

10/14/22
Date

Batch Number	1	Current Payments	\$165,021.55	Batch Total
2591		Adams, Gutierrez & Lattiboudere, LLC	\$2,667.00	Vend Total
	P.O. # 300192	Prof Services Aug 2022	\$2,667.00	PO Total
2016		Alanna Smallwood	\$65.00	Vend Total
	P.O. # 300193	Reimburse Registration 9/29	\$65.00	PO Total
1232		Amerihealth Ins Co Of Nj	\$43,021.49	Vend Total
	P.O. # 300001	Health Insurance	\$43,021.49 P	PO Total
1561		Aqua Treat, Inc	\$200.00	Vend Total
	P.O. # 300003	Service	\$200.00 P	PO Total
1938		Atlantic Electric	\$23,249.02	Vend Total
	P.O. # 300004	Electric	\$23,249.02 P	PO Total
2691		Barco Products	\$63.50	Vend Total
	P.O. # 300189	supplies	\$63.50	PO Total
2091		Borough of Avalon	\$2,598.16	Vend Total
	P.O. # 300017	Water service	\$2,598.16 P	PO Total
L554		Brown, Don	\$54.00	Vend Total
	P.O. # 300221	XC official 10/5/22	\$54.00	PO Total
2109		Cape May Co Special Services	\$200.00	Vend Total
	P.O. # 300005	Itinerant services	\$200.00 P	PO Total
1037		Casa Payroll Service	\$361.60	Vend Total
	P.O. # 300009	Payroll	\$361.60 P	PO Total
O977		Charles J. Becker & Bro. Inc	\$274.82	Vend Total
	P.O. # 200849	Teaching Aids	\$274.82	PO Total
X677		Chevaller, Brian	\$900.00	Vend Total
	P.O. # 300179	10/20/22 Performances	\$900.00	PO Total
1167		Cm3 Building Solutions	\$169.17	Vend Total
	P.O. # 300007	Phone service	\$169.17 P	PO Total
1697		Comcast	\$119.28	Vend Total
	P.O. # 300010	Cable sevice	\$119.28 P	PO Total
1837		Comcast Business	\$788.50	Vend Total
	P.O. # 300011	Internet service	\$788.50 P	PO Total
1997		Flex Facts-Grant Benefits Solu	\$25.00	Vend Total
	P.O. # 300013	FSA Fees	\$25.00 P	PO Total
K060		Garrison Architects	\$2,053.00	Vend Total
	P.O. # 300101	Window Replacement Project	\$2,053.00 P	PO Total

Batch Number	1	Current Payments	\$165,021.55	Batch Total
2430		General Chemical	\$147.92	Vend Total
	P.O. # 300191	Cleaner	\$147.92	PO Total
B058		Henry Schein, Inc. dba Henry Schein Medi	\$6.40	Vend Total
	P.O. # 200822	Health and Trainer Supplies	\$6.40	PO Total
1932		Home Depot Credit Services	\$139.88	Vend Total
	P.O. # 300217	Maint supplies	\$139.88	PO Total
P485		Home Depot Pro Institutional	\$2,471.65	Vend Total
	P.O. # 300178	Cleaning supplies	\$2,471.65	PO Total
1943		Horizon Blue Cross Blue Shldnj	\$1,531.62	Vend Total
	P.O. # 300014	Dental	\$1,531.62 P	PO Total
2044		Jack & Jill Ice Cream	\$471.15	Vend Total
	P.O. # 300204	Sept Ice Cream purchases	\$471.15	PO Total
1241		Kast Distributors, Inc	\$6,346.57	Vend Total
	P.O. # 300206	Sept Invoices	\$6,346.57	PO Total
1051		Linda Fiori	\$179.07	Vend Total
	P.O. # 300201	Reimburse mileage July-Dec	\$179.07	PO Total
2028		Middle Twp Board Of Education	\$8,079.90	Vend Total
	P.O. # 300016	Tuition	\$8,079.90 P	PO Total
1156		NJ Labor Law Poster Service	\$99.50	Vend Total
	P.O. # 300168	2023 Complete Set	\$99.50	PO Total
2970		NJASBO	\$990.00	Vend Total
	P.O. # 300225	Membership Fiori	\$990.00	PO Total
1059		Purchase Advantage Card	\$301.50	Vend Total
	P.O. # 300021	Postage	\$301.50 P	PO Total
H325		ReadyRefresh by Nestle	\$200.90	Vend Total
	P.O. # 300222	Water rental/bottles	\$200.90	PO Total
2163		Really Good Stuff	\$72.69	Vend Total
	P.O. # 200845	Teaching Aids	\$72.69	PO Total
1195		Ricoh/Ikon Office Services	\$80.00	Vend Total
	P.O. # 300027	Cloud subscription	\$80.00 P	PO Total
G772		S&S Worldwide, Inc.	\$210.52	Vend Total
	P.O. # 300170	Wood chess set	\$210.52	PO Total
Q674		School Health Corporation dba Palos Spor	\$102.26	Vend Total
	P.O. # 200803	Physical Education Supplies	\$102.26	PO Total

Batch Number	1	Current Payments	\$165,021.55	Batch Total
2169		School Specialty, LLC	\$68.29	Vend Total
	P.O. # 200815	General Classroom Supplies	\$61.62 P	PO Total
	P.O. # 200824	Teaching Aids	\$6.67 P	PO Total
1116		Schuler Security, Inc	\$456.00	Vend Total
	P.O. # 300210	Central Station Monitoring	\$456.00	PO Total
2153		Securly, Inc	\$857.09	Vend Total
	P.O. # 300200	Cloud based web filtering	\$857.09	PO Total
1940		South Jersey Gas	\$6,799.72	Vend Total
	P.O. # 300022	Gas usage	\$6,799.72 P	PO Total
1721		Staples Credit Plan	\$259.49	Vend Total
	P.O. # 300209	General Supplies	\$259.49	PO Total
V880		Staples, Inc.	\$191.93	Vend Total
	P.O. # 200805	Office/Computer Supplies	\$135.40 P	PO Total
	P.O. # 200808	Office/Computer Supplies	\$56.53 P	PO Total
1139		Stockton College -Sri/ettc	\$259.00	Vend Total
	P.O. # 300211	SRI&ETTC Consortium 22-23	\$259.00	PO Total
2108		Stone Harbor Board Of Educatio	\$51,399.60	Vend Total
	P.O. # 300023	Tuition	\$40,500.00 P	PO Total
	P.O. # 300024	Interlocal Agreement	\$8,799.60 P	PO Total
	P.O. # 300197	Reimburse McKenna	\$893.75 P	PO Total
	P.O. # 300218	McKenna 9/16-9/30	\$1,206.25 P	PO Total
1329		Sun Life Assurance Co	\$77.19	Vend Total
	P.O. # 300025	Life Insurance	\$77.19 P	PO Total
W819		Sunrise River Press	\$99.00	Vend Total
	P.O. # 300208	Subscription Indiv Health Plan	\$99.00	PO Total
3850		The Home Depot Pro	\$1,264.88	Vend Total
	P.O. # 200550	Custodial supplies	\$1,264.88	PO Total
1973		Tony'S Produce	\$192.08	Vend Total
	P.O. # 300202	September Food Purchases	\$192.08	PO Total
1099		Tree To Tree Extreme, Llc	\$100.00	Vend Total
	P.O. # 200537	Field Trip - summer	\$100.00 P	PO Total
3951		United Rentals (North America) Inc.	\$1,292.30	Vend Total
	P.O. # 300194	Genie Lift Inspection	\$885.60	PO Total
	P.O. # 300199	Genie lift repair	\$406.70 P	PO Total
H418		United Supply Corp.	\$842.56	Vend Total
	P.O. # 200826	Teaching Aids	\$12.81 P	PO Total

Batch Number	1	Current Payments	\$165,021.55	Batch Total
H418		United Supply Corp.	\$842.56	Vend Total
	P.O. #	200834 Teaching Aids	\$221.99 P	PO Total
	P.O. #	200842 Teaching Aids	\$66.80 P	PO Total
	P.O. #	200854 Teaching Aids	\$49.24 P	PO Total
	P.O. #	200864 Special Needs	\$51.03 P	PO Total
	P.O. #	200869 Math Supplies	\$440.69	PO Total
1944		Western Pest Services	\$576.00	Vend Total
	P.O. #	300203 Pest Control Annual Contract	\$576.00	PO Total
1484		Wildwood Linen Service	\$75.44	Vend Total
	P.O. #	300219 Towel/bar mops	\$75.44	PO Total
V322		Woodbine Board of Education	\$1,969.91	Vend Total
	P.O. #	300026 Interlocal agreement	\$1,969.91 P	PO Total
Total for Report =			\$165,021.55	

CAPE MAY COUNTY SCHOOLS FOR SPECIAL SERVICES
Ocean Academy • Cape May County High School

ONE-TO-ONE AIDE AGREEMENT

THIS AGREEMENT, dated the 1st day of July, 2022, between the Board of Education of the Cape May County Special Services School District and Cape May County Technical High School, hereinafter referred to as CMCSSSD, and the Board of Education of the AVALON School District, hereinafter referred to as Sending District.

WITNESSETH: The Sending District seeks to have the CMCSSSD provide one-to-one aides for:

_____ ; _____
_____ ; _____
_____ ; _____

FIRST: The term of this agreement shall commence on **JULY 1, 2022** and continue in full force and effect until June 30, 2023 or such time as the student's IEP indicates that there is no need for a one-to-one aide.

SECOND: CMCSSSD agrees to provide the following service(s):

- A. Recruit, interview and employ one-to-one aides needed to satisfy the sending districts' request for services.
- B. Provide inservice for one to one aides.

THIRD: The Participating District agrees to abide by the following:

- A. Make payment to CMCSSSD on a timely basis. An invoice will be prepared and sent at the beginning of the school year indicating the number of students requiring a one-to-one aide for the 2022-2023 school year. One-tenth of this amount is expected to be paid monthly beginning October 1, 2022 with final payment made before June 30, 2023. Outstanding balances due of 60 days or more will be subject to 1% finance charge; after 90 days, a 1 ½% finance charge.

ONE-TO-ONE AGREEMENT, continued

- B. Submit necessary information on pupils requiring services on a timely basis, using established forms and timelines for these purposes.
- C. Name CMCS SSD as an additional insured in all liability policies held by the Participating District.
- D. Agree to selection of one-to-one aide for specific student is at the discretion of CMCS SSD.

FOURTH: Charges to the Participating District shall be based on the following factors:

- A. Fee for a one-to-one aide for the 2022-2023 school year shall be a flat \$28,325 based upon a 180 day school year. A one-to-one aide who begins employment after September 1, 2022 will be billed on a pro rated daily basis.
- B. All additional costs generated by unique requests will be borne by the Participating District.

FIFTH: The Sending District and CMCS SSD agree to abide by the following:

- A. Each of the parties hereto agree to take such action and execute and deliver such additional documents as may be reasonably necessary or appropriate to effectuate the terms of this Agreement.
- B. This Agreement shall be governed by, construed and interpreted under the common and statutory law of the State of New Jersey, unless superseded by any applicable Federal law or regulation, without regard to New Jersey's choice of law rules.
- C. This Agreement shall be binding upon and inure to the benefit of the parties hereto, their successors and assigns. The rights and obligations hereunder may not be assigned without prior written notice.
- D. If any paragraph or portion of any paragraph or any part of this Agreement is determined to be invalid, null or void for any reason whatsoever, then remaining parts or portions of this Agreement shall continue in full force and effect and shall not be affected in any way by the parts or portions determined to be invalid.
- E. No modification, amendment, change or discharge of any term or provision of this Agreement shall be valid or binding unless same is in writing and executed by the parties hereto with the same formalities attending to the within Agreement and provides a recital of the specific intention to amend.

ONE-TO-ONE AGREEMENT, continued

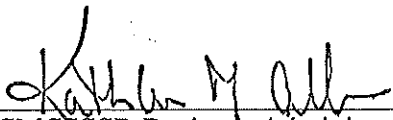
- F. This Agreement constitutes the entire understanding between and among the parties hereto and all prior agreements, understandings and covenants are hereby terminated.
- G. Submit necessary pupil requirements and/or fact finding surveys on a timely basis, using established forms and timelines for these purposes.

SIXTH: The CMCSSSD will maintain in force, insurance against liability for injury or death of any person growing out of the performance of its professional duties. Such liability insurance coverage will be for not less than \$1,000,000.00 for each occurrence. Evidence of such insurance will be made available to the LEA by the CMCSSSD. This coverage only applies to services provided by salaried staff members.

IN WITNESS WHEREOF, the parties of this Agreement have hereunto set their signatures, the day and year first above written.

IN THE PRESENCE OF:

CAPE MAY COUNTY
SPECIAL SERVICES SCHOOL DISTRICT



CMCSSSD Business Administrator

By: 

CMCSSSD Board President

Date: February 22, 2022

Date: February 22, 2022

BOARD OF EDUCATION
PARTICIPATING DISTRICT

Participating District Business Administrator

Participating District Board President

Date: _____

Date: _____

SPECIAL EDUCATION TUITION CONTRACT AGREEMENT
For County Special Services Districts

D92-04322/D93-04102pcsd 05/97

AGREEMENT dated this 1st day of September, 2022 between the AVALON Board of Education, in the County of CAPE MAY and the State of New Jersey (hereinafter referred to as the "SENDING DISTRICT"), and the CAPE MAY COUNTY SPECIAL SERVICES SCHOOL DISTRICT and CAPE MAY COUNTY TECHNICAL HIGH SCHOOL Board of Education, in the County of CAPE MAY and the State of New Jersey (hereinafter referred to as the "RECEIVING DISTRICT"). The tuition for the 2022-2023 school year will include 2 x 30 minutes for each therapy listed in the students' IEP. This provides for the tuition and services to be equitable for all sending districts.

WITNESSETH

NOW, THEREFORE, in consideration of the covenants herein contained, the parties agree as follows:

- 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.
- 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 Multiple Disabilities special classes.

ATTACH A DESCRIPTION AS AN APPENDIX TO THIS AGREEMENT

- This AGREEMENT shall be in effect for the 2022-2023 school year. The educational services shall commence on September 1, 2022 and terminate on June 30, 2023.
- 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

- 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 \$33,500 shall be deducted from the state aid of the SENDING DISTRICT to be credited to the RECEIVING DISTRICT commencing on September 1, 2022, 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 \$11,000.00 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.

- 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:
 - 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.
 - 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.

- 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).

- 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), on or before June 30, 2023, 100%

- 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.
- 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 22nd day of February, 2022.

PRESIDENT SENDING DISTRICT BOARD OF EDUCATION

PRESIDENT RECEIVING DISTRICT BOARD OF EDUCATION

SECRETARY SENDING DISTRICT BOARD OF EDUCATION

SECRETARY RECEIVING DISTRICT BOARD OF EDUCATION