

SEND-RECEIVE AGREEMENT

THIS AGREEMENT made this 16th day of December 2024 by and between THE BOARD OF EDUCATION OF THE TOWN OF BOONTON, created pursuant to the laws of the State of New Jersey (hereinafter referred to as "Boonton") and THE BOARD OF EDUCATION OF THE BOROUGH OF LINCOLN PARK, created pursuant to the laws of the State of New Jersey (hereinafter referred to as "Lincoln Park").

WITNESSETH:

WHEREAS, there currently exists a sending/receiving relationship between Boonton and Lincoln Park whereby Lincoln Park currently sends its high school pupils, grades 9 through 12, to Boonton High School; and,

WHEREAS, Lincoln Park desires to continue to send its high school pupils, grades 9 through 12, to Boonton High School and to continue to designate Boonton High School as the school for attendance of Lincoln Park's pupils pursuant to the provisions of N.J.S.A. 18A:38-11 et. seq. And in accordance with the terms set forth herein; and,

WHEREAS, Boonton is willing to continue to accept such Lincoln Park pupils at its high school and to furnish a complete high school education services to Lincoln Park pupils in grades 9 through 12, pursuant to N.J.S.A. 18A:38-8 et. seq;

WHEREAS, parties desire to enter into another Agreement to perpetuate the current sending/receiving relationship pursuant to the provisions of N.J.S.A. 18A:38-11 et. seq;

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, the parties hereto agree as follows:

A. Term

The term of this Agreement shall be for a period of five (5) years, commencing with the 2025-2026 school year and running through the 2029-2030 school year.

B. Cost

1. General Education and Resource Program

Lincoln Park herein agrees to pay Boonton for General Education and Resource Program tuition charges as follows, and Boonton agrees to accept:

Year	General	Resource	Total
2025-2026	\$5,187,098	\$541,207	\$5,728,305
2026-2027	5,282,180	530,667	5,812,847
2027-2028	5,409,120	533,373	5,942,493
2028-2029	5,621,809	554,741	6,176,550
2029-2030	5,815,704	584,267	6,399,971

There will be no reconciliation for actual enrollment or audited expenditures of prior years or the years covered by this agreement.

2. Self-Contained Special Education

For self-contained students, actual tuition charges and ensuing adjustments shall be determined and paid as per *N.J.A.C. 6A:23A-17.1*. These actual tuition adjustments for self-contained special education programs shall be based upon the final costs per pupil for each program, as certified by the Commissioner of Education.

3. Out of District Special Education

Costs for educating students out of district are paid directly by Lincoln Park as has been the case in the past.

4. Any portion of capital expenditures shall not be attributable to Lincoln Park without the express written consent of Lincoln Park.

C. Renewal

Should no subsequent agreement be reached by January 1 of the final year of this agreement, the agreement will be extended annually for subsequent one year terms. General Education and Resource Program costs will increase 3% from the prior year. Self-Contained Special Education costs will continue as outlined above.

D. Board Membership

A member of the Lincoln Park Board of Education shall be appointed each year, at the reorganization meeting, to serve as a member of the Boonton Board of Education. The Lincoln Park member of the Boonton Board of Education shall be permitted to vote on those matters established in *N.J.S.A. 18A:38-8.1*, as amended and supplemented from time to time.

E. High School Committee

Each year, each Board shall submit the names of no more than three (3) members and one (1) alternate to serve as members of what is known as the High School Committee, which shall serve as the official advisory committee to the Boonton Board of Education on high school matters and related matters:-

F. Articulation Between the Districts

Lincoln Park and Boonton agree to establish articulation meetings across core content areas for the purpose of aligning and complimenting each district's curricular programs, initiatives, and professional development. The Superintendents of each district shall meet at least monthly during the school year.

G. Orientation

Boonton agrees to provide orientation programs for Lincoln Park eighth (8th) graders and their parents so as to encourage a productive transition between the districts. These programs should

include, but not be limited to: guidance orientation for students and parents; faculty tours for students and parents; and scheduling meetings amongst guidance personnel of both districts. Boonton shall also provide to Lincoln Park a synopsis of all extra-curricular activities and provide this information, in a written format, at ninth (9th) grade orientation to all incoming ninth (9th) graders.

H. Legal Provision

If there are any discrepancies between this Agreement and the applicable Federal or State statute, law or code, the statute, law or code will control.

IN WITNESS WHEREOF, by their respective Board President and Board Secretaries/Business Administrators, the parties hereto have signed and had their corporate seals affixed hereto, all on the day and year first written above.

BOONTON TOWN BOARD OF EDUCATION

(BOE Approved 12 / 16 / 2024)

SIGNED:


President

Date: 12/16/2024

ATTEST:


Superintendent

Date: 12/16/2024

LINCOLN PARK BOARD OF EDUCATION

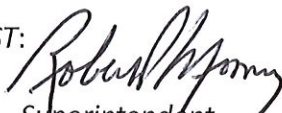
(BOE Approved 12 / 17 / 2024)

SIGNED:


President

Date: 12/17/2024

ATTEST:


Superintendent

Date: 12/17/2024