

AGREEMENT

THIS AGREEMENT made this 14 day of April, 1999, 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").

W I T N E S S E T H:

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 continue 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., and in accordance with the terms set forth herein for an educational program as fully described in the Boonton Board of Education high school course offerings (adopted for the 1998-1999 school year as may be supplemented from time to time) and Boonton Board of Education adopted student handbook (as supplemented from time to time). The current documents referred to in this section are attached hereto as Exhibit "A"; and,

WHEREAS, parties desire to enter into an 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. **Definitions.**

1. "Actual cost per pupil" shall mean the local cost per pupil in average daily enrollment, based upon audited expenditures for that year for the purpose for which the tuition rate is being determined and consistent with grades nine (9) through twelve (12), special education classes by handicap classification and vocational programs. All expenditures, except Federal and State special project expenditures and those specified in N.J.A.C. 6:20-3.1(d)(5), shall be included. It shall also be reduced as appropriate by State aid for programs for at-risk pupils and bilingual pupils received by law for both resident and nonresident pupils and State aid for minimum teacher salaries received pursuant to law. (See also N.J.A.C. 6:20-3.1)

2. "Average daily attendance" shall mean the total number of days present divided by the total possible number of days of attendance. (See N.J.A.C. 6:20-3.1)

3. "Average daily enrollment" shall be the sum of the days present and absent of all pupils enrolled in the register or registers of the program for which the rate is being determined during the year divided by the number of days school was actually in session, but in no event shall the divisor be less than 180 days. (See N.J.A.C. 6:20-3.1(a)(2))

4. "Special education pupil" shall mean a student receiving services pursuant to N.J.A.C. 6A:14-1 et. seq. and/or the Individuals with Disabilities Education Act (IDEA) (20 U.S.C. §§1400 et. seq.).

5. "Vocational pupil" shall mean a pupil enrolled in a sequence of vocational education courses to certification of competencies for occupational placement.

B. **Designation.**

Lincoln Park, as the sending district, hereby reaffirms and redesignates Boonton as the receiving district for Lincoln Park's high school pupils, in accordance with the provisions of N.J.S.A. 18A:38-11 et. seq., and the terms of this Agreement.

C. **Term.**

The term of this Agreement shall be for a period of seven (7) years, commencing with the 1999-00 school year and running through the 2005-06 school year, with an option to be exercised by Lincoln Park for an additional five (5) years. However, prior to the exercise of such option, Lincoln Park must advise, in writing, of the desire to exercise said option by June 15, 2004. This Agreement shall supercede the Agreement currently in existence. The Agreement may be renewed or extended as set forth below.

D. **Provisions of High School Program.**

For the entire term of this Agreement or any extension thereof, Boonton shall provide a thorough and efficient high school education for all Lincoln Park pupils, except those students specified in Paragraph 4A herein and Paragraph 2 of the attached Memorandum of Understanding.

E. **Students Exempted from Agreement.**

Lincoln Park shall be permitted to enroll students at Morris County School of Technology. Such students, once enrolled at Morris County School of Technology, shall be permitted, if they so desire, to continue their education at such vocational school through their high school careers.

F. **Enrollment Figures**

1. On or before December 1st of each year, the Lincoln Park Superintendent shall provide the Boonton Superintendent with the number of the students expected to graduate from the Lincoln Park Middle School of June of the same year. The Superintendent shall also provide the number of those students:

- (a) That are expected to attend Boonton High School to the best of the knowledge of Lincoln Park;
- (b) That have applied to private or parochial school;
- (c) That are special education students; and,
- (d) That have applied to Morris County School of Technology.

2. The formula for determination of the annual estimated Lincoln Park enrollment in Boonton High School will be based on multiple measures, including, but not limited to, factors such as:

- (a) The eighth (8th) grade rate of attrition of the past three (3) years;
- (b) The October 15th ASSA enrollment report figures of the past three (3) years;
- (c) Average daily enrollment on dates specified by the two (2) districts:
 - (1) twelve (12) weeks after the opening of school or December 1st, whichever is later; and,
 - (2) two (2) weeks before the preliminary budgets are due in Morris County Superintendent's Office.

3. On or before July 1st of each year, the Lincoln Park Superintendent shall supply the Boonton Superintendent with a final, as known at that time, list of those students: (a) that are expected to attend Boonton High School; (b) that have

indicated their intention of attending private or parochial school; (c) that are special education students; and, (d) that have been accepted by Morris County School of Technology.

G. **Board Membership.**

1. Pursuant to the provisions of N.J.S.A. 18A:38-8.1, N.J.S.A. 18A:38-8.2 and Board of Education of Borough of Lincoln Park v. Board of Education of the Town of Boonton, 97 N.J.A.R. 2d (EDU) 593 (1997), 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. In addition, the Lincoln Park member shall be entitled to receive copies of all information, documents and/or communications at the same time they are distributed to all Boonton board members, without discrimination as to whether the Lincoln Park member may vote on them.

2. The Lincoln Park member may freely communicate with the Lincoln Park Superintendent on matters regarding documents and information pertaining to the Boonton board meetings. However, the Lincoln Park Superintendent shall be bound to maintain strict confidentiality as to personnel, student records, negotiations and property acquisition.

3. Lincoln Park will be informed of all studies or special Board of Education committees relative to Boonton High School and will have at least one (1) representative on all such committees. The result of all studies and reports from the committees will be reviewed by the High School Committee.

H. **Annual Boonton Budget and Other Budgetary Matters.**

High School budgetary sub accounts will be created on an annual basis to track actual revenues and appropriations for Boonton High School in the general fund and all grant funds. Any attempt to use a formula or ratio to determine a revenue or appropriation must first be approved by both the Boonton and Lincoln Park Board of Education.

1. The Lincoln Park representative to the Boonton board shall serve on the budget development committee of the Boonton Board of Education during each year of this Agreement. Irrespective of whether or not said representative actually serves on the budget development committee, the Lincoln Park Board per se shall be given the timely opportunity to provide input, opinion and/or suggestions into the development of the Boonton High School and applicable administrative budget. The suggestions, as a result of the review of the Boonton High School and applicable administrative budget, shall be put into writing by the Lincoln Park Board of Education and reviewed by the High School committee and forwarded to the Boonton Board of Education.

2. Once Boonton has formalized its high school preliminary budget, the Lincoln Park Board of Education Business Administrator/Board Secretary shall receive such budget not less than ten (10) working days prior to the final budget being voted on by the Boonton Board of Education, the final budget with budget worksheets. Said high school budget documents shall provide, but not be limited to:

- a. the preliminary total high school budget plan, including the estimated total per student tuition;
 - b. the allocations and formulas for district-wide expenses as shared by Lincoln Park;
 - c. any and all credits and debits that are to be applied; and,
 - d. all supporting documentation for every account line to be approved by the Boonton Board (high school budget book and backup documentation).
3. Capital Expenditures shall include, but not be limited to, the following:
- (1) new school building, including pre-fabricated facilities;
 - (2) an addition to an existing school building;
 - (3) a change involving the total number of instructional spaces or the number of any one kind of instructional space;
 - (4) a change in the dimensions (volume and/or area) of any instructional space;
 - (5) a change of use as defined in N.J.A.C. 6A:26-5.1-2 ~~6:22-5.2~~;
 - (6) the utilization of pre-manufactured trailers and vans; and,
 - (7) any site or school building change or alteration for the purpose of making the site and school barrier free and accessible to handicapped persons as per N.J.A.C. 5:23 and Section 504 of the Federal Rehabilitation Act of 1973.

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

(See N.J.A.C. 6A:23-3.1, 7 6A:26-5.1 ~~6:22-1.1~~)

4. Lincoln Park, on an annual basis, and either at the expense of Lincoln Park or by a mutually shared expense with Boonton may request an audit, in writing, of the Boonton budgetary/financial records by December 1st. If such request occurs, Boonton and its designated representatives shall cooperate fully with Lincoln Park and its designated representatives as to all requests made to conduct/complete said audit. This audit is separate and apart from any audit conducted by the New Jersey State Department of Education or its representatives as provided by law/regulation.

5. Boonton will provide to Lincoln Park detailed expenditures and detailed revenue reports of the high school every two (2) months starting in August of every year.

I. **High School Committee.**

1. 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, as established through the DeVincenzi case. The High School Committee's decision is not binding upon either board and shall not be considered binding on Boonton's statutory authority. All major educational program changes at the High School must be presented to the High School Committee for review and input before the Boonton Superintendent and/or Boonton Board of Education institute said change(s). The tasks and advisory review of the High School Committee shall include:

- (a) scheduling (class hours/student calendar);
- (b) extracurricular activities;

- (c) transportation;
- (d) jointure and shared services agreements;
- (e) orientation of Lincoln Park's eighth (8th) grade students into Boonton High School;
- (f) curriculum and program offerings;
- (g) class size and staffing;
- (h) participation in screening and selection of high school administrators and any district-wide staff with duties in the high school;
- (i) such areas as either of the Boonton/Lincoln Park Boards, Superintendents and/or Business Administrators shall deem appropriate;
- (j) annual goals for Boonton High School;
- (k) progress and reports toward goals; [and,]
- (l) policy revisions; and,
- (m) participation in development of the high school budget.

2. The High School Committee shall endeavor to meet at least once a month, with additional meetings scheduled at the request of a majority of the Committee and/or both Superintendents.

J. **Articulation Between the Districts.**

1. In an effort to enhance communication and articulation between the Districts, Lincoln Park and Boonton agree to have each year at least one (1) articulation meetings mandated per year in each of the following academic areas: English (Reading/LA), Social Studies, Math, Science, Technology and the Arts. The

superintendents of schools in both districts shall have the responsibility to insure that such articulation occurs.

2. An annual status report will be prepared by the Boonton Superintendent of Schools and delivered by the Boonton superintendent to the Lincoln Park Board of Education at a regular Lincoln Park board meeting between September 1st and October 15th of each year of this Agreement. This report will include but not be limited to, the summary of progress in high school curriculum, instruction, school programs and extra curricular activities.

3. Staff rosters and teaching assignments shall be exchanged between Lincoln Park and Boonton to ensure curriculum integration.

4. 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.

5. Boonton agrees to provide Lincoln Park with a copy of its Policy Manual. Boonton will also advise Lincoln Park, after the first reading but prior to final adoption, of any policies which may be reviewed or replaced concerning Boonton High School.

6. The Superintendents of each district shall meet at least monthly during the school year.

7. Boonton agrees to provide the services of its subject/area supervisors to Lincoln Park in an effort to coordinate curriculum and programs of study between the districts.

K. **Special Education Programs.**

In order to assist Boonton and Lincoln Park in connection with special education programs, a Memorandum of Understanding with respect to the responsibilities and authorities of the respective Child Study Teams has been established. The Memorandum is attached hereto and made a part hereof. In the event that the Memorandum does not establish a final authority with respect to disputes between the Child Study Teams, Boonton and Lincoln Park agree to submit the issue to the New Jersey State Department of Education for a resolution.

L. **Outstanding Financial Issues/Tuition**

The Lincoln Park and Boonton Boards of Education will resolve to the satisfaction of both boards the issue of outstanding audit results (1994-95, 1995-96, 1996-97) which shall commence no later than September 1, 1999, and shall be resolved within one (1) year. If the parties resolve the outstanding audit issues voluntarily, both parties will create and agree to a plan to pay out any discrepancy over a period of time or as approved by the Morris County Superintendent of Schools and/or State Department of Education. Any year thereafter, Lincoln Park may have an annual audit of a past year's tuition and related costs within sixty (60) days of the promulgation of the A4-1 and A4-2 tuition certification forms by Boonton and related costs. Every effort should be made to develop certified tuition submissions that are mutually reviewed and acceptable. Boonton will cooperate fully and make all records available though both boards can, in any year, agree to conduct a joint audit of the current certificate year's tuition and related costs.

M. **Tentative Tuition for Budget Purposes.**

(1) Tuition rates shall be provided to Lincoln Park by Boonton in an amount not in excess of the actual cost per pupil as determined under rules prescribed under N.J.A.C. 6:20-1 et. seq. and N.J.S.A. 18A:38-19. Boonton will provide a tentative tuition for budgetary purposes, no later than January 15th and an updated tentative tuition for budgetary purposes not less than fourteen (14) days before Boonton adopts their preliminary budget.

(2) A tentative tuition charge shall be established for budgetary purposes by written contractual agreement between Boonton and Lincoln Park and such tentative charge shall equal an amount not in excess of Boonton's estimated cost per pupil for the ensuing school year for the purpose or purposes for which tuition is being charged, multiplied by the estimated average daily enrollment for the ensuing school year. In order to achieve a high school tuition rate that is as close to actual costs as is fundamentally possible, the calculation for such tentative tuition rate shall be calculated on the A4-1 and A4-2 spreadsheets as provided by the State Department of Education, using current year high school adjusted budget allocations for all accounts, except those accounts having an object code of 230, 261, 290 and 310 which shall use the appropriate ratios determined by projected actual daily enrollment. Such written contract shall be on a form prepared by the New Jersey State Commissioner of Education.

Actual tuition charges and ensuing adjustments shall be determined and paid as per N.J.A.C. 6:20-3.1(a)4 which provides that actual rates shall be determined two (2) years after the close of the school year with payment to be made in the third

(3rd) year after the close of the school year. The actual tuition charge shall be calculated by using the A4-1 and A4-2 spreadsheets as provided by the State Department of Education, using actual allocations for all accounts with the exception of Accounts 230, 261, 290 and 310 which shall use the appropriate ratios determined by actual daily enrollment. Boonton shall provide to Lincoln Park for their review, a copy of the completed A4-1 and A4-2 spreadsheets ten (10) days prior to their submission to the State for certification.

N. **Satellite School.**

The Morris County School of Technology is proposing to open, on or about September 2000, a satellite school for the visual and performing arts. If such occurs: Lincoln Park shall only be responsible for the percentage (%) of those actual costs for this school directly related to those Lincoln Park children attending said satellite school.

O. **Renewal.**

Boonton and Lincoln Park agree to commence negotiations twenty-four (24) months prior to the termination of this Agreement to consider termination or renewal of this Agreement for a further term. In the event that they are unable to reach an agreement on or before November 15, 2005, either Board shall have the option to extend this Agreement for a term of one (1) year beyond its base term upon the same terms and conditions.

P. **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.

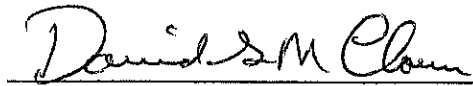
ATTEST:


Board Secretary/Business Administrator

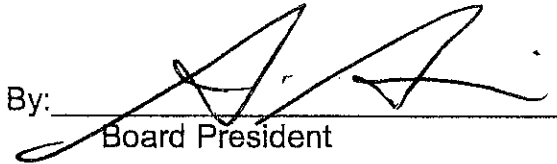
BOARD OF EDUCATION OF THE TOWN
OF BOONTON

By: 
Board President

ATTEST:


Board Secretary/Business Administrator

BOARD OF EDUCATION OF THE
BOROUGH OF LINCOLN PARK

By: 
Board President

MEMORANDUM OF UNDERSTANDING

BETWEEN:

CHILD STUDY TEAM of Board of Education of the
Town of Boonton, Morris County, New Jersey

AND:

CHILD STUDY TEAM of Board of Education of the
Borough of Lincoln Park.

1. **SPECIAL EDUCATION STUDENTS GRADUATING FROM EIGHTH (8th) GRADE IN LINCOLN PARK AND ENTERING BOONTON HIGH SCHOOL IN THE NINTH (9th) GRADE.** Except as provided in paragraph 2, Lincoln Park is willing to transfer the records of all special education students graduating from its eighth (8th) grade to the Boonton Child Study Team by July 1st of the year of entrance into the ninth (9th) grade and to have the Boonton Child Study Team monitor and evaluate thereafter, subject however, to Lincoln Park's right to be consulted by the Boonton Child Study Team in the event of any change in the child's program involving out-of-district placement. A tentative list of special education students entering ninth (9th) grade at Boonton High School shall be submitted on or before February 1st of the student's eighth (8th) grade year. A representative of the Boonton Child Study Team will attend a Lincoln Park staffing in January of each year for the purposes of assisting in scheduling.
2. **STUDENTS WHO GRADUATE FROM EIGHTH GRADE (8th) IN LINCOLN PARK THAT ARE SPECIAL EDUCATION STUDENTS ASSIGNED TO MORRIS COUNTY VO-TECH.** Lincoln Park shall have the right to assign any number of special education students it desires to Morris County School of Technology. In the event Morris County School of Technology refuses to accept

any or all of such students, Lincoln Park shall be permitted to enroll all or a portion of such students at some other vo-tech school of Lincoln Park's choice.

3. **LINCOLN PARK SPECIAL EDUCATION STUDENTS WHO ARE PLACED OUT OF THE DISTRICT DURING THE ELEMENTARY GRADES BUT SUBSEQUENTLY HAVE REACHED HIGH SCHOOL AGE.**

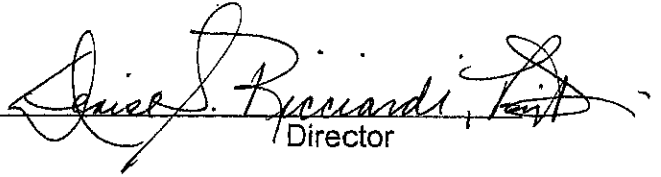
Special education students who are placed out of the district during the elementary grades shall be the responsibility of the Boonton Child Study Team when such students reach high school age (9th grade). A student will be considered to be of high school age in the academic year following the attainment of his or her fourteenth (14th) birthday. This age should be attained by June 30th of the current school year. Such students will be monitored by and the responsibility of Boonton subject only to consultation with the Lincoln Park Child Study Team. The decision shall be made jointly by the Boonton Child Study Team and a representative of the Lincoln Park Child Study Team at a staffing meeting.

4. **LINCOLN PARK STUDENTS FIRST CLASSIFIED AS SPECIAL EDUCATION STUDENTS AFTER THEY HAVE ENROLLED AT BOONTON HIGH SCHOOL.**

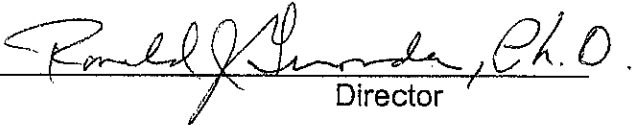
Once the classification of such students is made by the Boonton Child Study Team and a determination is made that the necessary services can be provided within the District, written notification of the student's name and classification shall be sent to the Lincoln Park Child Study Team, as well as a copy of the student's Individualized Education Plan. If it appears an out-of-district program is warranted, Lincoln Park shall be consulted. The final decision shall be made jointly by the Boonton Child Study Team and a representatives of the Lincoln Park Child Study Team at a staffing meeting.

5. **MEANING OF CONSULTATION.** The term "consultation" wherever it appears in this Memorandum of Understanding, shall mean that a member of the Lincoln Park Child Study Team shall participate in any staffing or meetings of Boonton's Child Study Team pertaining to all decisions made regarding students.

BOONTON CHILD STUDY TEAM

By: 
Director

LINCOLN PARK CHILD STUDY TEAM

By: 
Director

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