

RESOLUTION
for
An Agreement Between Archway Programs, Inc., and the
Lakewood Board of Education

WHEREAS, Lakewood Public Schools ("District") has during the school year 1994 through 1999 sent students to Archway Programs, Inc., ("Archway") and paid tuition for such students pursuant to contract and New Jersey Department of Education ("DOE") regulations;

WHEREAS, the DOE has audited Archway's allowable expenses for such years and determined that Archway improperly allocated expenses to its public school programs resulting in excess tuition charges; and

WHEREAS, the DOE has directed Archway to reimburse tuition charges to each affected district and Archway has appealed those determinations; and

WHEREAS, the District and Archway are desirous of resolving the tuition reimbursement issues expeditiously without the further delays and uncertainties inherent in the appeal process; and

WHEREAS, the District recognizes Archway's non-profit status and the likelihood that closure of Archway would result in no reimbursement as well as the dislocation of students currently served by Archway.

NOW, THEREFORE, BE IT RESOLVED, in settlement of all claims that exist or may exist between Archway and the District for the fiscal years 1994-1995 through and including 1998-1999, the parties do hereby agree as follows:

1. Archway agrees to refund, in the manner prescribed herein, the sum of \$523 ("Reimbursement") to the District and the District agrees to accept said amount in the manner described herein.
2. The amount set forth in Paragraph #1 shall be paid in full by Archway to the District no later than June 30, 2004.
3. The District is not, by virtue of this Agreement, required at any time to enroll students at Archway, nor is Archway required to accept students from the District.
4. By entering into this Agreement, the District hereby releases Archway and waives any claims it may otherwise have against Archway with respect to tuition or tuition reimbursements for the fiscal years 1994-1995 through and including 1998-1999.
5. This Agreement is not intended to and shall not impact, and the application of credits against tuition provided for herein is not intended to and shall not impact upon the determination of initial or tentative annual tuition charges or to adjustments thereto and final tuition charges, as set pursuant to DOE Regulations for any year other than the years covered by the DOE Audits referenced herein.

This Agreement was duly approved and adopted by the Lakewood Public Schools and has been similarly approved and adopted by the Board of Directors of Archway and is binding on each, its successors and assigns.

6. This Agreement may be signed in counterparts and is so executed is equally binding as if all signatures appeared in one document.

Date: _____

Ernest J. Cannava, Ed.D., Superintendent
Lakewood Public Schools

Date: January 1, 2003

Daniel J. Martin, Ed.D., President
Archway Programs, Inc.

CERTIFICATION

By: _____ Attest: _____
Board President's Signature Business Administrator's Signature

Date: _____

MOTION: _____ SECONDED: _____

AYES: _____ NAYS: _____ ABSENT: _____ ABSTAINED: _____