

How Sending-Receiving Relationships Can Double a District's Resources

A recent legal decision upholds a district's authority to create sending-receiving relationships

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The Commissioner of Education and the Appellate Division have breathed new life into a decades-old statute that had previously come under attack during the Corzine administration. In a decision issued in March 2012, *Edmondsort v. Bd. of Educ. of Elmer* (424 N.J. Super. 256 (App. Div. 2012)), the Appellate Division affirmed the Commissioner's decision to uphold an agreement between the Elmer and Pittsgrove boards of education. The law that was at issue in this case permits one board of education to "receive" students from another board of education and educate those students together with its own students. Typically referred to as a "sending-receiving relationship," these agreements allow two or more school districts to combine their resources to provide a better education to the students in their respective communities.

While these types of relationships between two communities have been around for more than half a century, they have been gaining in popularity as boards of education struggle today to provide their students with a thorough and efficient education despite increasingly tighter financial constraints. Typically, small districts contract with a neighboring district to educate older students, in grades 7-12 or 9-12. In about 20 school districts across the state, including Elmer, the local board of education does not operate any schools. Instead, the board enters into a contract with a neighboring school district to educate all of its students. In essence, one district (the "sending" district) sends all of its students to another district (the "receiving" district) to be educated. When this happens, the sending district is known as a send-all or

non-operating district, because it is no longer operating any schools itself.

Erroneously claiming that a school board that does not, itself, operate a school is inefficient, the Corzine administration pushed for the elimination of these school districts. The resulting statute provided Executive County Superintendents with the authority to eliminate these districts.



While perhaps counter-intuitive, these school districts are actually the most efficient in the state. Consider this: these school districts pay only the actual cost for educating each of their students. The statute prohibits them from paying any more. They pay tuition, capped at the actual cost, transportation, and special education costs – that is it. With the exception of what is typically a small stipend for a business administrator to pay these few bills, every dollar spent to educate these students goes directly into the classroom. In exchange, the non-operating sending district maintains its autonomy and, depending on the level of student population, often has a representative on the receiving district's board of education.

It is no wonder that smaller school districts, particularly those with declining or

low enrollment, would want to enter into such arrangements. These districts can provide their students with a better education than they might be able to provide on their own by "teaming" up with another school district. This is especially true in light of the recently enacted two percent tax levy cap.

Elmer and Pittsgrove The case study involving Elmer and Pittsgrove in Salem County is most instructive. For decades, these communities shared a sending-receiving relationship, with Pittsgrove educating the upper grade students from Elmer. Recently, they began considering expanding this relationship so that Pittsgrove would educate all of Elmer's students in grades K-12. At the same time, Pittsgrove was looking to reconfigure the grade levels in its schools. It believed it would be more educationally appropriate to house its fifth-grade students in a grammar school setting, instead of the middle school. Expanding its relationship with Elmer would allow it to lease Elmer's elementary school building, providing it with more options for appropriate grade and building-level alignment. Both the Commissioner and the Appellate Division affirmed Pittsgrove's authority to expand its relationship with Elmer and lease the building from Elmer in order to use that building to educate students from both Elmer and Pittsgrove.

The key issues before the Appellate Division were:

- does creation of a full sending-receiving relationship (where the sending district becomes a so-called non-operating school district) create a de facto regional school district; and
- is a district prohibited from agreeing to

educate another's students via a sending-receiving agreement if it does not have the then-existing facilities to do so?

The answer to both of these questions is...no. If the answer to either one of these had been yes, it would have greatly diminished the use of this arrangement for school districts across the state.

In answering the first question, the Appellate Division specifically held that the 2009 statute, empowering Executive County Superintendents to eliminate non-operating school districts, "responds to, but does not prohibit, arrangements where, as here, one of the districts in a sending-receiving relationship no longer operates any school." The Appellate Division noted that this type of arrangement provides an alternative method for reaching the Legislature's goal of consolidation, one which was clearly acceptable to the Legislature since it was left as a viable option. The statutes guiding sending-receiving relationships are distinct from those pertaining to the creation, or expansion, of regional school districts. Therefore, even when a sending-receiving relationship leaves one district not operating any schools, it does not result in the automatic creation of a regional district. Both boards of education retain their autonomy and authority to provide for the education of the students in their respective communities.

The second question, equally important, allows school districts to work together to come up with creative strategies for educating students – a particularly important goal given today's tough fiscal times. The decision noted that "accommodating pupils at the expense of taxpayers necessarily requires a forward-looking approach." Sending-receiving relationships are not limited to those school districts that can absorb another district's students without any change

in the accommodations available in both districts prior to the districts' consideration of a sending-receiving relationship.

This endorsement by the Appellate Division gives a green light to smaller school districts to work together to pool their resources and expand on the services they can provide their respective students. One recent example of this kind of creative thinking involves the shore communities of Avalon and Stone Harbor. After years of considering how each community would address its respective declining student enrollment without abandoning its local elementary schools or its autonomy, the two K-8 districts expanded on their previous relationship of sharing services and entered into dual sending-receiving agreements.

By the time the boards entered into these sending-receiving agreements, each community had a relatively low number of students per grade (in some cases as few as four or five students). The critical issue for each was providing its students with a cost-effective, appropriate education, which had become harder to achieve with so few students per grade. With the assistance of legal counsel and consultants who are experts in the area of school reconfiguration, the two boards essentially combined

staffs and student bodies without having to give up their autonomy. One school district would educate students from both communities in grades K-4; the other would educate students from both communities in preschool and grades 5-8. By entering into this arrangement, they were able to double their class sizes to more educationally appropriate numbers, increase their curricular and extra-curricular offerings, and improve the overall education provided to all of their students. And they accomplished this while saving their taxpayers money.

These are only a few examples of districts engaging in creative problem solving to provide students with greater educational opportunity while delivering tax savings. This is the shape of things to come. With each passing year, New Jersey school districts need to do more with less, so they will need to be innovative with sharing services or perhaps even restructuring their school districts. These examples show some of the options available for boards to education to consider.

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