453-24
OAL Dkt. No. 04662-24
Agency Dkt. No. 321-11/23

# New Jersey Commissioner of Education

## Final Decision

Board of Education of the Borough of Mountain Lakes, Morris County,

Petitioner,

v.

Board of Education of the Township of Boonton, Morris County,

Respondent.

The record of this matter and the Initial Decision of the Office of Administrative Law (OAL) have been reviewed and considered.

Following the issuance of the Initial Decision, petitioner advised the Commissioner that it had agreed to withdraw its claim and that, as such, the parties agreed that the matter is now moot.

Accordingly, the Initial Decision is rejected based on the change in circumstances.[1] The petition of appeal is hereby dismissed with prejudice.

IT IS SO ORDERED.[2]

ACTING COMMISSIONER OF EDUCATION

Date of Decision: December 16, 2024
Date of Mailing: December 18, 2024

[1] The Commissioner does not reach any conclusions regarding the legal issues in this matter.

[2] This decision may be appealed to the Appellate Division of the Superior Court pursuant to *N.J.S.A.* 18A:6-9.1. Under *N.J.Ct.R.* 2:4-1(b), a notice of appeal must be filed with the Appellate Division within 45 days from the date of mailing of this decision.

*State of New Jersey*
OFFICE OF ADMINISTRATIVE LAW

**INITIAL DECISION**

**SUMMARY DECISION**

OAL DKT. NO. EDU 04662-24

AGENCY DKT. NO. 321-11/23

**BOARD OF EDUCATION OF THE BOROUGH OF MOUNTAIN LAKES, MORRIS COUNTY,**

Petitioner,

v.

**BOARD OF EDUCATION OF THE TOWNSHIP OF BOONTON, MORRIS COUNTY,**

Respondent.

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**Stephen R. Fogarty**, Esq., for petitioner (Fogarty & O Hara, attorneys.)

**Arsen Zartarian**, Esq., for respondent (Cleary, Giacobbe, Alfieri, and Jacobs, attorneys)

BEFORE **ERNEST M. BONGIOVANNI,** ALJ:

Petitioner, the Mountain Lakes Board of Education (Mountain Lakes/petitioner) seeks, by its motion for summary decision, an order compelling respondent, Boonton Township Board of Education (Boonton/respondent), to execute a sending-receiving contract for the 2023-2024 school year and for arrearages for respondent's failure to pay the full demanded tuition cost. Respondent argues that the facts do not warrant

summary decision, that Boonton never agreed to pay the demanded amount of tuition, that Mountain Lakes has advanced no valid cause of action, alleging that petitioner violated N.J.A.C. 6A:23A-17.1 (d), that Mountain Lakes further accepted the tuition advanced by Boonton. Further, Mountain Lakes argues the tuition rate is negotiable and inconsistent with past practices, or at least the parties' prior ten-year services agreement, that Mountain Lakes reasonably relied on the tuition rate previously agreed to in its expired ten-year contract and the demanded tuition amount is financially untenable. Therefore, Boonton seeks summary dismissal of Mountain Lakes petition. For the reason which follow, I grant Mountain Lakes Motion for Summary Decision, and deny Boonton's Motion to Dismiss.

## PROCEDURAL HISTORY

Mountain Lakes and Boonton have a receiving-sending relationship, wherein high school age students of Boonton receive their high school education in Mountain Lakes by paying tuition for their attendance. (Petitioner Statement of Facts at ¶ 3.) A contract governing this relationship governing a period of ten years was entered into on January 24, 2013, and expired at the conclusion of the 2022-2023 school year. (Respondent's Exhibit A). That contract established a base cost for the first year and provided for a 2% increase each year until the termination of the contract, instead of basing the tuition on the actual cost per student subsequently certified by the Commissioner for any given school year during the terms of the agreement. Ibid

On or around March 7, 2023, Mountain Lakes began conversations with Boonton for a successor sending-receiving agreement based on the actual cost per pupil as certified by the Commissioner of Education (Verified Petition, ¶ 12). Based on that, the estimated tuition rate for 2023-2024 school year would be $19,293. (Id. at ¶ 10), The average daily enrollment of Boonton students attending Mountain Lakes High School is 192, making the annual tuition charge payable to Boonton to Mountain Lakes for school year 2023-2024 $3,704,356. (Id at ¶ 9 and 11.) On April 10, 2023, Alex Ferreira, Mountain Lakes' School Business Administrator and Board Secretary, emailed John Murray, Boonton's School Board Administrator and Board Secretary, advising Murray that the estimated tuition rate for the 2023-2024 school year would be $19, 923,

(Second Cert by John T. Murray III, Exhibit A). Ferreira included in the email that Mountain Lakes would start "charging [Boonton] the actual cost per student" ("certified tuition rate") Ibid. Murray responded to this email on April 11, 2023, stating that "in the absence of a successor agreement between [Mountain lakes] and [Boonton] "that Boonton "will pay tuition for the 2023-2024 in accordance with the expiring contract and will not include a unilateral increase as you proposed." Ibid.

On or about April 17, 2023, Mountain Lakes' attorney forwarded to Boonton's attorney a proposed successor sending-receiving agreement for a term of ten years based on the estimated cost per pupil as certified by the Commissioner of Education with reciprocal provisions crediting both districts for annual tuition payments that are more or less the same as the estimated cost per pupil (Verified Petition, ¶ 13). On or about May 10, 2023, Boonton's attorney forwarded a counter proposal for a successor-receiving agreement with predetermined tuition rates each year based on a 2% annual increase, essentially matching the terms of the expired agreement. This proposal would mean Mountain Lakes would be charging $1,883,689 less than its proposed agreement (Id. at ¶14) Mountain Lakes rejected this counteroffer on or around May 26, 2023.

On or about June 23, 2023, Mountain Lakes send a one-year written sending-receiving agreement as required by N.J.A.C. 6A:23A-17.1 (f) which required Boonton to pay one tenth of the annual tuition charges per month beginning on September 1, 2023, and continuing through June 1, 2024 (Verified Petition at ¶ 16 and 17.) On August 8, 2023, Murray emailed Ferreira stating he had cancelled the purchase order to pay tuition as it had been edited by Ferreria to match the updated tuition cost of $19,293 per pupil. (Second Cert. of Murray, Exhibit C). Murray also stated that "payments from [Boonton] will not be forthcoming for the 2023-2024 [sic] unless the new purchase order is signed by you and returned without edits to me" (Ibid).

Boonton has since then refused to sign a tuition contract based on the $19,293 rate and refused to pay said full amount (Petitioner Statement of Facts, ¶ 9). Instead, Boonton has paid Mountain Lakes the amount of tuition in accordance with expired contract rate of a 2% increase, per year, and which Mountain Lakes has not agreed to (Second Certification of Murray, Exhibit C, Statement of Facts, at ¶ 10.) "Mountain

Lakes has accepted these tuition payments without prejudice to its position un this matter that [Boonton] must execute the tuition contract and pay $19,293 per student as tuition for the 2023-2024 school year," stated Murray.

On or about November 28, 2023, Mountain Lakes submitted this petition seeking that Boonton be compelled to execute the 2023-2024 written contractual agreement, as required by N.J.A.C. 6A23A-17.1(d), and with a tuition rate of $19,293 per student, and for arrears for the school year which totaled at that time $1,111.278. On Mountain Lakes failed to advance a cause of action. On April 1, 2024, this matter was transmitted to the Office of Administrative Law as a contested case. On June 5,2024, filed a motion for summary disposition and in opposition to Boonton's motion to dismiss. A reply by Boonton was filed on June 12, 2024 and on June 13, 2024, oral argument via Zoom was held and the record was closed.

## ANALYSIS AND CONCLUSIONS OF LAW

The submissions of the parties reveal that the salient facts as stated above are not in dispute, and therefore I **FIND** them as **FACTS** A motion for summary decision may be granted if the papers and discovery presented as well as any certifications or affidavits which may be filed show there is no genuine issue of material fact and that the moving party is entitled to prevail as a matter of law. N.J.A.C. 1:1-12.5 (b)

Specifically, N.J.A.C. 1:1-12.5(b) provides that summary decision should be rendered "if the papers and discovery which have been filed, together with the affidavits, if any, show that there is no genuine issue as to any material fact challenged and that the moving party is entitled to prevail as a matter of law." Our regulation mirrors R. 4:46-2(c), which provides that "[t]he judgment or order sought shall be rendered forthwith if the pleadings, depositions, answers to interrogatories and admissions on file, together with the affidavits, if any, show that there is no genuine issue as to any material fact challenged and that the moving party is entitled to a judgment or order as a matter of law."

A determination whether a genuine issue of material fact exists that precludes summary decision requires the judge to consider whether the competent evidential materials presented, when viewed in the light most favorable to the non-moving party, are sufficient to permit a rational fact finder to resolve the alleged disputed issue in favor of the non-moving party. Our courts have long held that "if the opposing party . . . offers . . . only facts which are immaterial or of an insubstantial nature, a mere scintilla, 'Fanciful, frivolous, gauzy or merely suspicious,' he will not be heard to complain if the court grants summary judgment." Brill v. Guardian Life Ins. Co. of Am., 142 N.J. 520, 529 (1995) (citing Judson v. Peoples Bank & Trust Co., 17 N.J. 67, 75 (1954)).

The "judge's function is not himself [or herself] to weigh the evidence and determine the truth of the matter but to determine whether there is a genuine issue for trial." Brill, 142 N.J. at 540 (citing Anderson v. Liberty Lobby, 477 U.S. 242, 249 (1986)). When the evidence "is so one-sided that one party must prevail as a matter of law," the trial court should not hesitate to grant summary judgment. Liberty Lobby, 477 U.S. at 252. I **CONCLUDE** that this matter is ripe for summary decision. The petition of appeal raises a purely legal question, one which asks that I determine whether the statutory and regulatory scheme affords Mountain Lakes the discretion to demand that Boonton pay the full certified tuition amount for the students it sends to Mountain Lakes High School. The affordability of that tuition is not at issue; nor it is pertinent that may sorely need the full tuition amount. The facts raised by Boonton in regard to the alleged methodology in the calculation of the certified tuition amount, while controverted, are a proverbial "red herring." They are not material to the limited issue presented by the pleadings.

I **CONCLUDE** that the law supports Mountain Lakes demand for the full certified tuition, and that it is entitled to the relief it seeks. Boonton argues that summary decision cannot be granted as the facts are in dispute as an issue with the calculated per pupil tuition cost. Boonton argues that Mountain Lakes changed the methodology by which Boonton calculated its cost per pupil tuition rates without permission of the Commissioner, in violation of N.J.A.C. 6A:23A-17.1 (d), which provides "[o]nce having determined to annually submit the report pursuant to (c) (1) above to the Commission, a receiving district board of education shall submit a written request to the Commissioner

for review and approval in order to change the certification method in (c) (2) above, the receiving district board of education shall indicate reason(s) for the change."

However, this issue lies outside the petition. Mountain Lakes' petition seeks arreages for the 2023-2024 school year and to compel Boonton to sign a sending-receiving tuition agreement. The petition by Mountain Lakes does not concern how the estimated cost per student was calculated.

Bd. of Educ of the Village of Ridgefield Park Bergen Cnty v. Bd. of Educ. Of the Borough of Little Ferry, Bergen Cnty, EDU 07868-20, Initial Decision (March 8, 2021), adopted Comm'r (April 22, 2021) (hereinafter Ridgefield Park) is nearly identical to the case at hand. There, a receiving district had provided a discount in their previous contractual agreement, however, upon the expiration of that agreement and in the negotiations of a new one, the receiving district stopped offering the discounted tuition rate and demanded the full estimated cost per pupil from the sending district. The sending school district refused to execute a new sending-receiving agreement, and the receiving district filed a petition asking for relief in the form of compelling the sending district to pay the full estimated cost per student rate. The sending district argued the methodology of how the estimated cost per pupil was calculated. This argument was rejected by ALJ Ellen Bass and the Commissioner. Ridgefield Park held that the calculation of the tuition rate is a separate issue which does not negate the receiving school district's entitlement to full payment of the actual cost per pupil tuition rate. Instead, the Commissioner encouraged the complaining District to file a separate petition of appeal to take issue with the calculation of the per pupil tuition rate calculated. Ibid.

Here Boonton takes issue with the calculation of the per pupil rate calculated by Mountain Lakes. Boonton may or could have filed its own petition of appeal but the issue it raises lies outside the scope of Mountain Lakes' petition. As in Ridgefield Park, arguing the methodology of calculation of the full tuition lake is, as here a "proverbial red herring" to use Judge Bass's terminology. The disputed facts of whether Mountain Lakes did or did not change their methodology or receive the necessary certification from the Board of Education is "not material to the limited issue presented by the

pleadings." Ibid. [1] Thus, no material facts are in dispute.

Sending-receiving relationship as defined at N.J.A.C. 6A:23A-1.2 means "an agreement between two district boards of education, one of which does not have the facilities to educate in-district an entire grade(s) or provide an entire program(s), and as such as an alternative sends such students to a district board of education having such accommodation and pays tuition pursuant to N.J.S.A. 18 A:38-8 et seq." The calculation of tuition Payments is governed by N.J.S.A. 118A:39-19 which provides:

> Whenever the pupils of any school district are attending public school in another district, within or without the State, pursuant to this article [N.J.S.18A:38-8 through N.J.S.18A:38-24], the board of education of the receiving district **shall determine** a tuition rate to be paid by the board of education of the sending district to an amount not in excess of the actual cost per pupil as determined under rules prescribed by the commissioner and approved by the State board…[.]
>
> N.J.S.A. 18A:38-19 (emphasis supplied).

Relying on the words "shall determine," Mountain Lakes argues urges that it may set any tuition amount, so long as that amount does not exceed the "actual cost per pupil." The "actual cost per student" as defined at N.J.A.C. 6A:23A-17.1 (b) means "the total cost per student in average daily enrollment based upon the audited expenditures for the year for the purpose for which the tuition rate is being determined, and is consistent with the grade/program categories in N.J.S.A. 18A:7F-50 and 18A:7F-55."

When interpreting a statute or regulation there is a presumption that the framers intended that words be interpreted considering their ordinary meaning. Jablonowska v. Suther,195 N.J. 91, 105 (2008). The intent of a statute or regulation should be gleaned

[1] Even if this issue was properly within the scope of the petition the alleged violation of NJAC 6A:23A-17.1 (d) by a receiving district has no statutory remedy for a sending school district, and no case law exists to address whether a school district can simply avoid payment based on this occurrence.

from a view of the whole and of every part of the statute, with the real intention prevailing over the literal sense of its terms. Schierstead v. City of Brigantine, 29 N.J. 220, 230 (1959). Ridgefield Park holds that "the plain language of N.J.S.A. 18A:18-19 supports [a receiving school district]'s view that it may insist on the full amount of tuition yielded by the regulatory scheme." More definitively, the statute clearly indicates that the receiving district "clearly and unequivocally shall" set the tuition rate. As found by Judge Bass, "the statute clearly and unequivocally indicates that the receiving district shall does not state that the sending district has any power to dictate the amount of tuition to be paid." Ridgefield Park, supra. (emphasis added)

I **CONCLUDE** that the plain language of N.J.S.A. 18A:38-19 supports Mountain Lakes' view that it may insist on the full amount of tuition yielded by the regulatory scheme. As in Ridgefield Park, I also find the statute clearly and unequivocally indicates that the receiving district "shall" set the tuition rate. It does not state that that the sending district has any power to dictate the amount of tuition to be paid.

Also, as in Ridgefield Park, the accuracy of the certified tuition amount is an issue raised nowhere in the pleadings. And neither the financial situation of each of these Boards, nor the history of their past efforts to agree on a tuition amount are pertinent to the narrow issue presented; that is, whether the law permits Mountain Lakes, to demand the full certified tuition amount. Just as the sending-receiving parties in Ridgefield, I am sure that Mountain Lakes will struggle to meet its fiscal demands without the amount of tuition it seeks. Further, I am sure that Boonton has fiscal constraints of its own that have prompted it to protest payment of the full tuition amount.

I further **CONCLUDE** the law fully supports Mountain Lakes demand for the full certified tuition, and that it is entitled to the relief it seeks.

N.J.A.C. 6A:23A-17.1(f) requires that the districts enter into a sending-receiving agreement, but regarding the procedure for the payment and calculation of tuition, there is little reason or no room for negotiation. N.J.A.C. 6A:23A-17.1(f) expressly provides:

> The receiving district board of education and the sending district board of education shall establish by written contractual agreement a tentative tuition charge for budgetary purposes. Such tentative charge shall equal an amount not in excess of the receiving district board of education's "estimated cost per student" for the ensuing school year for the purpose or purposes for which tuition is being charged, multiplied by the "estimated average daily enrollment of students" expected to be received during the ensuing school year. Such written contract shall be on a form prepared by the Commissioner.

The sending-receiving agreement must contain several provisions:

> The sending district board of education shall be required in the contractual agreement to pay 10 percent of the tentative tuition charge no later than the first of each month from September through June of the contract year. The contractual agreement …shall require all adjustments resulting from a difference in cost or in the number of students sent to be made during the second school year following the contract year. All contractual agreements shall contain a payment schedule of all adjustments that may be necessary.
>
> N.J.A.C. 6A:23A-17.1(f)(3)

The districts must sign an agreement for the “ensuing school year,” however Boonton refused to reach such an agreement and refused to recognize Mountain Lake’s lawful ability to set the tuition price. On April 5, 2023, The DOE certified the estimated cost per student for the 2021-2022 year for grades 9-12 as being $19,293 (Resp. Ex B) Considering inflation rates there is 0 chance possibility that this tuition rate decreased before the 2023-2024 school year. Thus, the rate per pupil being charged is likely below the estimated cost for the 2023-2024 school year, and Mountain Lakes, the receiving district, is entitled to request this amount from Boonton, the sending district. Boonton may negotiate, but ultimately must agree to pay the full amount requested by the receiving district.

In addition, the DOE cannot determine the actual cost per student for a school year until that school year has concluded. Once the DOE determines the actual cost per student, the receiving district may charge for any shortfall, or the sending district

may recoup any overpayment. N.J.A.C. 6A:23A-7.1(f)(6). Thus, under the applicable statutory scheme and regulatory intent, not only is Mountain Lakes entitled to charge Boonton $19,293 per pupil for the 2023-2024 school year, but it is also entitled to request more during the subsequent school year from Boonton if it is later certified by the DOE that the price per pupil for the 2023-2024 school year is higher than the estimated $19,293. This is true even if the parties have a contractually agreed upon tuition price: the receiving district will still be entitled to demand more tuition than the contractual agreement if the contractual agreement is subsequently determined to be less than the actual cost per student during the school year multiplied by the actual daily enrollment received. N.J.A.C. 6A:2A-17.1(7)

Mountain Lakes can charge the full estimated cost per pupil for the 2023-2024 school year. If Boonton takes issue with how this cost was calculated, because as they assert, Mountain Lakes changed their methodology for how the cost was calculated, Boonton should file its own separate action. Boonton argued that if Mountain Lakes changed its methodology, an allegation I find to be based on conjecture, then Boonton would have been entitled to object to the rate before the DOE. However, Boonton failed to provide any evidence that the "change in methodology" would have changed the tuition rate. In any event, I find it is not a proper issue for the court to decide as a defense but that rather it is an affirmative claim, assuming arguendo any merit, that Boonton must bring in a separate action.

**Boonton's motion for Dismissal**

Boonton argues the case must be dismissed because petitioner is seeking the enforcement of a contract that was never agreed to. (Respondent's Brief at 7.) Boonton argues that typical contract law includes offer and acceptance, meeting of the minds, consideration, and certainty of the terms of agreement. (Id at 6). In oral argument Boonton claimed contract law of detrimental reliance applies because allegedly Mountain Lakes and Boonton submitted their preliminary 2023-2024 budgets based on both sides agreeing to a contract rate with a 2% increase, only that Mountain Lakes later changed their mind, and, on April 10, 2023, proposed the $19,293 rate. However, through Boonton's admission, "it is well established that the statutory and

regulatory scheme governs the sending-receiving relationship relative to tuition payments, and not the partiers' contractual language." (Resp. Br. at 4). See also Ridgefield Park. Respondent's reliance on concepts of contract law are misplaced, as they do not really apply to the case at hand.

N.J.A.C. 6A:23A-17.1(f) requires the execution of a written contract for a sending-receiving agreement. Mountain Lakes is entitled to set the tuition rate as high as it wants, provided it is at or below the estimated per pupil for a school year. In Ridgefield Park, Judge Bass ordered the sending district to execute a sending-receiving district contract with the receiving district. "Importantly, [the receiving District has the right of full tuition regardless of the contractual language. Accordingly, deleting that [contractual] language would not abrogate its rights." Ridgefield Park at page10.

Boonton's motion to dismiss argues (1) Mountain Lakes violated N.J.A.C. 6A:23-17.1(d) (2); (2) Boonton never agreed to the proposed 2023-2024 contract and (3) Boonton has made all payments for the 2023-2024 school year. As to the first argument, I have already addressed Boonton may file a separate action for relief if it is determined that the calculated estimated cost per pupil is incorrect. However, no such evidence has been put forth; rather Boonton argues the methodology for calculation changed and proper procedure was not followed. That does not change that Boonton does not seriously contest $19,293 is not the accurate per pupil rate, and as noted, Boonton is entitled to a refund if they can show otherwise. With regard to the argument that Boonton never agreed to the contract, Boonton is nonetheless required, for the reasons aforestated, to execute the agreement per N.J.A.C. 6A:23A-17.1(f). Finally, as to Boonton's argument that it has already paid all payments due for the 2023-2024 year, I disagree. Both parties admit Boonton has paid the rate based on the expired and now null and void ten-year agreement, with its 2% increase of the prior year's payments.

Mountain Lakes is entitled to the demanded payment of $19,293 for each of the students, which the undisputed proofs show equals to a total payment for the school year of $3,704,256. Mountain lakes is entitled to the difference of $3,704,256 and whatever Boonton has paid thus far for the 2023-2024 school year. Further Mountain

Lakes will be entitled to demand more tuition from Boonton if it is later certified by the DOE that the estimated cost per pupil exceeded $19,293 for the 2023-2024 school year.

In conclusion, I grant, summary decision for Mountain Lakes, and deny Boonton's motion to dismiss. I **CONCLUDE** that Mountain Lakes is entitled from Boonton to the amount of the estimated cost of attendance for tuition, as demanded. I further **CONCLUDE** that Boonton must execute a written sending-receiving agreement with Mountain Lakes for the 2023-2024 year as required by N.J.A.C. 6A:23A-17.1 (f). and that Boonton pay forthwith its debt to Mountain Lakes, meaning the difference between $3,704,256 and the sum already paid for the 2023-2024 school year. I further **CONCLUDE** that Mountain Lakes may request adjustments in the next academic year if it is determined that the estimated cost per pupil for 2023-2024 exceeded $19.923.

## ORDER

Based on the foregoing, it is **ORDERED** that Summary Decision is **GRANTED** in favor of Mountain Lakes. It is further **ORDERED** as follows:

1. Boonton will execute a written sending-receiving agreement for the 2023-2024 year as required by N.J.A.C. 6A:23A-17.1 with the rate determined by Mountain Lakes as aforesaid stated and described, as Mountain Lakes may determine the tuition amount between the parties, so long as that amount is not more than the actual cost per pupil as determined by the statutory and regulatory scheme governing tuition payments in sending-receiving relationships.

2. Boonton pay forthwith its debt to Mountain Lakes, meaning the difference between $3,704,256 and the sum already paid for the 2023-2024 school year. year as required by N.J.A.C. 6A:23A-17.1 (f).

3. Mountain Lakes may request adjustments in the next academic year if it is determined that the estimated cost per pupil for 2023-2024 exceeded $19.923.

I hereby **FILE** this initial decision with the **ACTING COMMISSIONER OF THE DEPARTMENT OF EDUCATION** for consideration.

This recommended decision may be adopted, modified, or rejected by the **ACTING COMMISSIONER OF THE DEPARTMENT OF EDUCATION,** who by law is authorized to make a final decision in this matter. If the Acting Commissioner of the Department of Education does not adopt, modify, or reject this decision within forty-five days and unless such time limit is otherwise extended, this recommended decision shall become a final decision in accordance with N.J.S.A. 52:14B-10.

Within thirteen days from the date on which this recommended decision was mailed to the parties, any party may file written exceptions with the **ACTING COMMISSIONER OF THE DEPARTMENT OF EDUCATION. Exceptions may be filed by email to ControversiesDisputesFilings@doe.nj.gov or by mail to Office of Controversies and Disputes, 100 Riverview Plaza, 4th Floor, PO Box 500, Trenton, New Jersey 08625-0500**. A copy of any exceptions must be sent to the judge and to the other parties.

August 9, 2024 Ernest M. Bongiovanni

DATE **ERNEST M. BONGIOVANNI**, ALJ

Date Received at Agency: 08/09/24

Date Mailed to Parties: 08/09/24

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