

State of New Jersey
Department of Education

REGIONAL DAY SCHOOLS
TUITION CONTRACT AGREEMENT

AGREEMENT dated September 1, 2011, between the Brick Township Board of Education, in the County of Monmouth in the State of New Jersey (hereinafter referred to as the "SENDING DISTRICT"), and the *Manchester Township* Board of Education (Regional Day School) in the County of Ocean in the State of New Jersey (hereinafter referred to as the "RECEIVING DISTRICT").

WITNESSETH

NOW, THEREFORE, in consideration of the covenants herein contained, the parties agree as follows:

1. The **SENDING DISTRICT** agrees to purchase educational services from the **RECEIVING DISTRICT**. The **RECEIVING DISTRICT** agrees to provide educational services to the **SENDING DISTRICT** in accordance with the applicable New Jersey Statutes and the rules and regulations of the State Board of Education. The specific educational services to be purchased and provided are described below.

The specific educational service described in this section or attached as an appendix to this **AGREEMENT** are to be provided for:

 an educationally handicapped resident pupil.

DESCRIBE THE EDUCATIONAL SERVICES IN THIS SPACE OR ATTACH A DESCRIPTION AS AN APPENDIX TO THIS AGREEMENT.

Special education services for the educationally handicapped student.

This **AGREEMENT** shall be in effect for the 2011-2012 school year. The educational services shall commence on or about the September 1, 2011 and terminate on or about June 30, 2012.

Tuition charges, as part of this **AGREEMENT**, as well as the payment of same shall be made in accordance with the applicable New Jersey Statutes and the rules and regulations of the State Board of Education.

For the educationally handicapped pupil enrolled the first day of September, the **SENDING DISTRICT** agrees to pay **one-tenth of the prorated (70%) annual tuition charge of \$36,407.00** approved by the Commissioner, each month to the **RECEIVING DISTRICT** commencing no later than September 01, 2011 and continuing in advance for the successive full months that the pupil is enrolled; due and payable on the first of the month services are to be provided. (Tuition for students entering after first day of school in any month will be pro-rated to reflect the actual days possible in the month of entry or the month in which a child leaves).

The successive payments shall be due on the first of each month. In the event that the pupil is enrolled for less than the entire month, the **RECEIVING DISTRICT** agrees to adjust the monthly tuition bill for the pupil based upon a per diem rate for the actual number of school days the pupil is enrolled. The per diem rate will be calculated by dividing the annual tuition charge by the actual number of days school is in session.

The **RECEIVING DISTRICT** agrees to provide the **SENDING DISTRICT** with a monthly tuition bill and a monthly report showing pupil enrollment and attendance.

In the event any dispute arises out of this **AGREEMENT** the parties will seek to resolve the dispute as expeditiously as possible. Except as may be set forth herein, the interests of the pupil(s) shall be of the foremost concern in resolving such disputes.

IN WITNESS WHERE OF, the parties have caused this **AGREEMENT** to be duly executed as of this day September 1, 2011

Donald Allen, Jr.

President
Sending District Board of Education

President
Manchester Twp. Board of Education

Secretary
Sending District Board of Education



Secretary
Manchester Twp. Board of Education

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IDA 2111009068 M.V.

ADDENDUM TO
REGIONAL DAY SCHOOLS
TUITION CONTRACT AGREEMENT

THIS ADDENDUM made this 21st day of **December, 2011**, by and between the **BRICK TOWNSHIP BOARD OF EDUCATION**, in the County of Ocean, in the State of New Jersey, (hereinafter referred to as the "Sending District"), and the **MANCHESTER TOWNSHIP BOARD OF EDUCATION** (Regional Day School), in the County of Ocean, in the State of New Jersey, (hereinafter referred to as the "Receiving District"), for the purpose of amending and modifying the Regional Day Schools Tuition Contract Agreement, dated September 1, 2011, between the Sending District and the Receiving District for educational services.

WITNESSETH:

WHEREAS, the Sending District and the Receiving District entered into a Regional Day Schools Tuition Contract Agreement, whereby the Sending District agreed to purchase from the Receiving District, special education services for educationally handicapped resident pupils; and

WHEREAS, the Sending District and the Receiving District desire to amend said Regional Day Schools Tuition Contract Agreement by execution of this Addendum.

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and legal sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

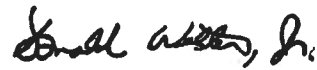
1. The annual tuition charge in the Regional Day Schools Tuition Contract Agreement is hereby increased by the sum of \$1,500.00 [REDACTED] and \$1,050.00 [REDACTED] [REDACTED] for a total annual tuition charge of \$53,510.00 and \$37,457.00 respectively. The

annual tuition charge for students who do not attend the full 2011/2012 school year at the Receiving District shall continue to be pro-rated, as per the applicable provisions of the Regional Day Schools Tuition Contract Agreement.

2. To the extent that the terms and conditions of this Addendum conflict with the Regional Day Schools Tuition Contract Agreement, the Addendum shall prevail, otherwise the Regional Day Schools Tuition Contract Agreement shall remain in full force and effect.

3. This Addendum shall be effective upon execution by both parties.

IN WITNESS WHEREOF, the parties have signed and sealed this Addendum as of the day first written above.



President
Sending District Board of Education

President
Manchester Twp. Board of Education

Secretary
Sending District Board of Education



Secretary
Manchester Twp. Board of Education

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