

**TUITION CONTRACT AGREEMENT FOR A PUPIL PLACED BY THE
DEPARTMENT OF CHILDREN AND FAMILIES
OR OTHER STATE AGENCY**

This Agreement dated this 27 day of November 2012, by and between the Brick Township Board of Education, having its offices located at 2283 Lanes Mill Road, in the County of Ocean and the State of New Jersey (hereinafter referred to as the "District of Residence") and the Edison Township Board of Education, having its offices located at 312 Pierson Avenue, in the Township of Edison, in the County of Middlesex and the State of New Jersey (hereinafter referred to as the "Edison Board"),

WITNESSETH

WHEREAS, the Department of Children and Families ("DCF") or other State Agency has placed _____, (DOB 09/01/2002) (hereinafter referred to as the "Student"), at the Laurie Haven Group Home, located in the Township of Edison; and

WHEREAS, the Student is a resident pupil of the District of Residence; and

WHEREAS, the District of Residence acknowledges that it is financially responsible for providing the Student with a public education;

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

1. The District of Residence agrees to pay a monthly tentative tuition charge to the Edison Board for educational services provided to the Student. The term "educational services" shall include, but not be limited to, general education services; special education and related services, if applicable; extraordinary services, if applicable; and transportation services, if necessary. The Edison Board agrees to provide the Student with educational services only for that period of time that he/she remains at the Laurie Haven Group Home and is entitled to a

public education. The parties understand that the Edison Board shall no longer provide the Student with educational services once he/she is removed from the Laurie Haven Group Home or otherwise becomes ineligible to receive a public education.

2. The Edison Board agrees to provide educational services to the Student in accordance with his/her Individualized Education Program, if applicable, as well as all pertinent New Jersey Statutes and the rules and regulations of the State Board of Education.

3. The specific educational services described in this section or attached as an appendix to this Agreement will be provided by the Edison Board to the Student during the 2012 – 2013 school year. The educational services shall commence on September 25, 2012 and terminate on June 21, 2013 or that date when the Student no longer remains at the Laurie Haven Group Home, whichever is sooner. In the event it becomes necessary for the Edison Board to provide the Student with educational services either as part of an “extended school year” as that phrase is defined in N.J.A.C. 6A:14 et seq. or simply in subsequent school years beyond the 2012-2013 school year, the parties must enter into another written agreement.

4. The District of Residence shall pay the Edison Board tuition charges no later than the first (1st) of each month prior to the services being rendered. In the event that the Edison Board has already provided the Student with educational services prior to the signing of this Agreement, the District of Residence shall pay the Edison Board the tuition charge for educational services thus far provided to the Student, as well as the tuition charge for educational services to be provided to the Student in the month following the parties’ entry into this Agreement, no later than the first (1st) of the month following the parties entry into this Agreement. Thereafter, the District of Residence shall pay the Edison Board the tuition charge no later than the first (1st) of each month prior to the services being rendered.

5. Tuition charges, as a 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.

a. July through June School Year. The District of Residence agrees to pay the Edison Board each month a tentative tuition charge based upon a per diem rate of \$251.23 for the total number of days the Student was enrolled during the month. The per diem rate was determined by dividing the tentative tuition rate for the school year of \$55,020 by the estimated number of days school will be in session, but not less than one hundred eighty (180) days (July through June) plus transportation. For July through August, if applicable, the Student will be enrolled for 34 days for a total tentative tuition charge of \$8,541.82 plus transportation, and/or for September through June, if applicable, it is expected that the Student will be enrolled for 175 days for a total tentative tuition charge of \$43,965.25 plus a total tentative transportation charge of \$4,632.25. The July through June total tentative tuition charge will be \$48,597.50. For audit purposes, the number of days the Edison Board was actually in session from July through June will be used to determine the per diem rate.

6. In order to verify the certified actual cost per pupil and final tuition rate charged per pupil, the Edison Board agrees to have filed with the Department of Education postmarked on or before November 1st the school's certified audited financial statements prepared in the required form by a registered municipal accountant of New Jersey or a certified public accountant of New Jersey who shall hold an uncanceled registration license as a public school accountant for New Jersey. The school's certified audited financial statements shall be based on the July 1st to June 30th school year regardless of the fiscal year of the school.

7. The annual certified audited financial statements shall reflect a certified actual cost per pupil and a final tuition rate charged per pupil for the July through June school year in accordance with N.J.A.C. 6A:23A-17.1 et seq. If applicable, the school's certified audited financial statements shall also reflect the certified actual cost for the extraordinary services and the final tuition rate charged for the extraordinary services.

8. If the tentative tuition rate established by this contractual agreement is greater than the final tuition rate charged, the Edison Board shall return to the District of Residence the amount by which the tentative tuition charged for the Student exceeded the final tuition rate charged multiplied by the Student's actual average daily enrollment for the July through June school year and, if applicable, for the extraordinary services. Average daily enrollment means the sum of the days present and absent of all students 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 one hundred eighty (180) days.

9. In the event it becomes necessary the Edison Board shall pay the District of Residence the full amount owed as a result of the school's certified audited financial statements no later than June 30th of the school year in which the audit is received or no later than thirty (30) days after an appeal on an audit is finally resolved, whichever is applicable. The Edison Board has the option to pay such amount or credit such amount in a subsequent tuition bill, if applicable.

10. If the tentative tuition rate established by this contractual agreement is less than the final tuition rate charged the Edison Board may charge the District of Residence all or part of the amount by which the final tuition rate charged multiplied by the Student's actual average

daily enrollment for the July through June school year, and if applicable, for the extraordinary services exceeded the tentative tuition charged for the Student. Average daily enrollment means the sum of the days present and absent of all students 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 one hundred eighty (180) days.

11. In the event it becomes necessary, the District of Residence agrees to pay the Edison Board the amount owed as a result of an adjustment based upon the school's certified audited financial statements. Full payment must be made no later than June 30th of the school year in which the audit is received or no later than thirty (30) days after an appeal of an audit is finally resolved.

12. In the event that the District of Residence fails to pay the cost for educational services by the thirtieth (30th) day after services begin, the District of Residence may be charged interest by the Edison Board calculated at the rate of one percent (1%) per month on the unpaid balance.

13. The Edison Board agrees to provide the District of Residence with a monthly invoice outlining the total number of days the Student was enrolled during the month; the per diem rate for educational services provided to the Student during said month; and the total monthly cost for educational services provided to the Student.

14. Dispute Resolution. The Edison Board and the District of Residence agree that in the event of any dispute regarding the interpretation of this Agreement, they shall meet, through representatives, with a view toward amicably adjusting any differences in a manner which is equitable and in accordance with the stated intent and purpose of this Agreement. In the event of

a failure by the Edison Board and the District of Residence to amicably resolve such dispute, the matter will be referred to the Executive County Superintendent of Schools to mediate the dispute. If the Executive County Superintendent of Schools is unable to reach a resolution, it is stipulated that the Commissioner of Education shall have jurisdiction to resolve such disputes formally in accordance with the provisions of N.J.S.A. 18A:6-9. However, the parties agree that in the event of disputes involving special education matters which require either party to take prompt action in order to comply with law, such action shall be taken in good faith, and then the parties shall resort to the foregoing dispute resolution process to resolve any remaining differences, except that any litigation pertaining to special education shall proceed to the appropriate courts and not the Commissioner.

15. Notice. Any notice, request, demand, statement of consent herein required or permitted to be given by either party to the other shall be in writing, signed by or on behalf of the party giving notice and addressed to the other party at the address set forth above or to such other address or addresses as shall be provided for such purpose by notice in writing in accordance with the terms hereof. All notices, demands, requests or communications hereunder shall be deemed sufficiently given, served or sent for all purposes hereunder if delivered by hand, by established courier service, or mailed by United States registered or certified mail, postage prepaid, in any post office or branch post office regularly maintained by the United States Postal Service.

16. Waiver. The failure of either party hereto to insist upon the strict conditions of this Agreement or to exercise any right, remedy, or election herein contained or permitted by law shall not constitute or be construed as a waiver or relinquishment for the future of such covenant, agreement, term, provision, limitation, condition, right, remedy, or election, but the same shall

continue to remain in full force and effect. No covenant, agreement, term, provision, limitation, or condition of this Agreement shall be deemed to have been waived by either party unless such waiver shall be in writing, signed by such party or its duly authorized agent.

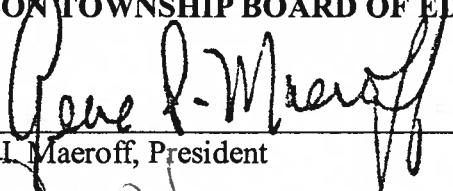
17. Governing Law. This Agreement shall be construed and enforced in accordance with the laws of the State of New Jersey.

18. Captions. The captions of the sections of this Agreement are inserted only as a convenience and for reference and shall in no way define, limit, or describe the scope of this Agreement or any section or provision thereof. References to section numbers are to those in this Agreement unless otherwise noted.

19. Entire Agreement. This Agreement contains the entire agreement between the parties hereto and any executory agreement hereafter made between them shall be ineffective to change, modify, relieve, discharge, terminate, or effect an abandonment to this Agreement, in whole or in part, unless such executory agreement is in writing and signed by both parties.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first written above.

EDISON TOWNSHIP BOARD OF EDUCATION



Gene L. Maeroff, President



Daniel Michaud, Business Administrator/Board Secretary

BRICK TOWNSHIP BOARD OF EDUCATION

, President

, Business Administrator/Board Secretary

APPENDIX TO AGREEMENT: (1)

Student

Tuition at Nu-View \$55,020.00 / 219 days = \$251.23/diem

Transportation – estimate based on September’s bill \$32.27/diem

T.M. # 202-05841

DEC-03-2012 MON 11:22 AM

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EDISON SPECIAL SVCS
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MIDDLESEX REGIONAL EDUCATIONAL SERVICES COMMISSION
1 Park Avenue, Elizabeth, NJ 07208
(732) 478-0070 Fax (732) 478-0078

William Walsh
Principal
wwalsh@mrsc.k12.nj.us

To: Christopher Conklin, Assistant Superintendent, Pupil-Special Services
From: William Walsh, Principal
Date: November 12, 2012
Re: Additional Services Authorization

RECEIVED

NOV 14 2012

SPECIAL SERVICES DEPT.

The Individual Education Plan o indicates that he requires the following additional
therapeutic support services:

Occupational Therapy: Two (2) Thirty (30) minutes individual sessions per week

If you would like NuView Academy to provide these services at an additional cost please indicate by
checking the appropriate box below and returning it to NuView Academy.

Thank you.

I authorize NuView Academy to provide the following additional therapeutic support services for
Taylor Marino:

Occupational Therapy: Two Thirty Minutes individual sessions per week Yes No

Christopher Conklin
Name

[Signature]
Signature

11/14/12
Date

PO# 13-07620

APPENDIX TO AGREEMENT (2)

Occupational Therapy: Two (2) Thirty (30) minute group sessions per week
\$282 per session x 2 sessions = \$564.00/week

10/1/12 - June 2012

Box 90000 - 20,304