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State of New Jersey
Department of Education

R E C E I V E D

JUN 17 2013

**REGIONAL DAY SCHOOLS
TUITION CONTRACT AGREEMENT**

SPECIAL SERVICES DEPT.

AGREEMENT dated September 1, 2013, 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").

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 2013-2014 school year. The educational services shall commence on or about the September 1, 2013 and terminate on or about June 30, 2014.

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 annual tuition** charge of **\$55,650.00** (5 days per week) approved by the Commissioner, each month to the **RECEIVING DISTRICT** commencing no later than September 01, 2013 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, 2013

President
Sending District Board of Education

Donald A. Allen, Jr.

President
Manchester Twp. Board of Education

Secretary
Sending District Board of Education

Debra C. [Signature]

Secretary
Manchester Twp. Board of Education