State of New Jersey

DEPARTMENT OF CHILDREN AND FAMILIES
OFFICE OF EDUCATION
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PHILIP MURPHY
Governor

SHEILA Y. OLIVER
Lt. Governor

CHRISTINE NORBUT BEYER
Commissioner

DEPARTMENT OF CHILDREN AND FAMILIES REGIONAL SCHOOL TUITION CONTRACT AGREEMENT

AGREEMENT dated this 28th day of September, 2018, between the Brick Township Board of Education, in the County of Ocean and the State of New Jersey (hereinafter referred to as the "SENDING DISTRICT"), and the New Jersey Department of Children and Families, Office of Education (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 described in "1a" below are being purchased and provided for the student(s) listed below:

[redacted] #5405

1a. For each of the student(s) listed above, the RECEIVING DISTRICT agrees to provide educational services in accordance with the student's Individualized Educational Program (IEP).

2. This AGREEMENT shall be in effect for the **2018-2019** school year. The educational services shall commence on September 14, 2018.

3. The per diem rate for each enrolled student is $235.42. The RECEIVING DISTRICT provides 220 contact days. The New Jersey Department of Education shall withhold the annual tuition from the state aid of the SENDING DISTRICT. Annual tuition will be paid to the RECEIVING DISTRICT by the Department of Education.

4. In the event a student is discharged during the school year, the SENDING DISTRICT will receive a partial refund of the annual tuition cost from the Department of Education. The refund will be based on a per diem charge of $235.42 for each student contact day.

5. 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 student(s) shall be of the foremost concern in resolving such disputes.

IN WITNESS WHEREOF, the parties have caused this AGREEMENT to be duly executed as of this _____ day of _____, 2018.

_____
President Sending District
Board of Education

_____
Secretary Sending District
Board of Education

_____
Director, Office of Education
Department of Children and Families
P.O. Box 710
Trenton, New Jersey 08625-0710