

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

This Agreement dated this 17TH day of October, 2013, by and between the Brick School District, having its offices located at 2283 Lanes Mill Road, Brick, NJ 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 [REDACTED] (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 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 she remains at the Laurie Haven Group Home and is entitled to a public education. The

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parties understand that the Edison Board shall no longer provide the Student with educational services once 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 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 2013 – 2014 school year. The educational services shall commence on July 1, 2003 and terminate on August 16, 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 2013-2014 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.

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. **September through June School Year.** The District of Residence agrees to pay the Edison Board each month a tuition charge based upon a per diem rate of \$N/A and one-on-one per diem aide of N/A for the total number of days the Student was enrolled during the month. The per diem rate was determined by dividing the tuition and aide rates for the school year of \$N/A and \$N/A based on one hundred eighty (180) days (September through June) school year, plus transportation.

b. For July through August, if applicable, the Student will be enrolled in a 33 day extended school year program at \$267.00 per day for tuition for a total tuition charge of \$8,811.00.

6. 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.

7. 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 monthly; and the total monthly cost for educational services provided to the Student.

8. 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.

9. 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.

10. 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.

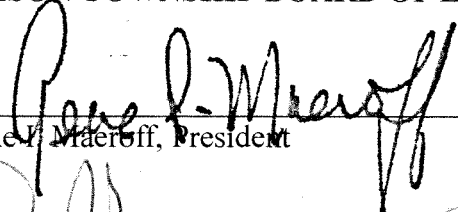
11. Governing Law. This Agreement shall be construed and enforced in accordance with the laws of the State of New Jersey.

12. 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.

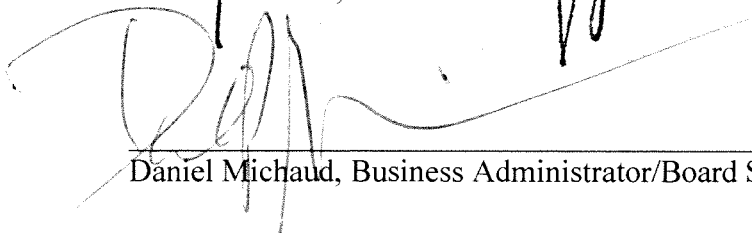
13. Entire Agreement. This Agreement contains the entire agreement between the parties hereto and any executory agreement hereafter made between them shall be ineffective to change, modify, relieve, discharge, terminate, or effect an abandonment to this Agreement, in whole or in part, unless such executory 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 J. Maroff, President



Daniel Michaud, Business Administrator/Board Secretary

BRICK BOARD OF EDUCATION

, President

James Edwards, Business Administrator/Board Secretary