

SPECIAL EDUCATION TUITION CONTRACT AGREEMENT
MONMOUTH OCEAN EDUCATIONAL SERVICES COMMISSION
BEST ACADEMY

AGREEMENT between the Brick Township Board of Education, (hereinafter referred to as the "SENDING DISTRICT"), and the Monmouth Ocean Educational Services Commission (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 in 1a. below.
- 1.a The specific educational services described in this section or attached as an appendix to this AGREEMENT are to be provided for:

CHECK ONE ONLY

- # 2872 [REDACTED] an educationally handicapped resident pupil from the SENDING DISTRICT, OR
- Educationally handicapped resident pupils from the SENDING DISTRICT enrolled in the RECEIVING DISTRICT _____ special classes.

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

- 2. This AGREEMENT shall be in effect for the 2017 - 2018 school year. The educational services shall commence on April 25, 2018 and terminate on June 30, 2018.
- 3. 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.
- 4a. For educationally handicapped pupil(s) enrolled the first school day of September, the SENDING DISTRICT agrees to pay one tenth of the tuition charge of \$44,750 each month to the receiving district commencing no later than April 25, 2018 and continuing for the successive full months that the pupil(s) is (are)enrolled. The payments shall be due on the first of each month.
- 4b. For educationally handicapped pupil(s) enrolled after the first school day in September, the SENDING DISTRICT agrees to pay a prorated tuition charge based upon the cost per pupil of \$ \$44,750 to the RECEIVING DISTRICT. Payments shall be due as follows: The minimum tuition payment due shall be a semi-monthly charge. Payments shall be due for any semi-monthly period for which a student is on roll for at least three school days, regardless of student's attendance.
 - i. The tuition charge for each full month the pupil(s) is (are) enrolled shall be based upon one-tenth of the cost per pupil. Such payments shall be due on the first of each month and continue for the successive full months the pupil(s) is (are) enrolled.
- 5. The RECEIVING DISTRICT agrees to provide the SENDING DISTRICT with a monthly tuition bill and a monthly report showing pupil enrollment and attendance.
- 6. 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 WHEREOF, the parties have caused this AGREEMENT to be duly executed as of this _____ day of _____, 20____.

PRESIDENT SENDING DISTRICT BOARD OF EDUCATION

SECRETARY SENDING DISTRICT BOARD OF EDUCATION

PRESIDENT RECEIVING DISTRICT BOARD OF EDUCATION

SECRETARY RECEIVING DISTRICT BOARD OF EDUCATION