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DATED: JANUARY 18, 2000

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THE BOARD OF EDUCATION  
OF THE BOROUGH OF SEA BRIGHT

AND

THE BOARD OF EDUCATION  
OF THE BOROUGH OF OCEANPORT

AGREEMENT

THIS AGREEMENT made this 18th day of January, 2000

THE BOARD OF EDUCATION OF THE BOROUGH OF OCEANPORT, in the County of Monmouth and State of New Jersey, hereinafter designated "Receiving District",

BETWEEN

THE BOARD OF EDUCATION OF THE BOROUGH OF SEA BRIGHT, in the County of Monmouth and State of New Jersey, hereinafter designated "Sending District".

AND

WITNESSETH

WHEREAS, the Sending District desires to have its kindergarten through eighth

grade pupils attend the Wolf Hill and Maple Place Public Schools in the Receiving District for the 2000-2001 school year, and

WHEREAS, this Agreement is an extension of previous Agreements whereby the

Sending District agreed to have its seventh and eighth grade pupils attend the Maple Place

School in the Receiving District for the following school years:

1970-71; 1971-72; 1972-73; 1973-74; 1974-75; 1975-76; 1976-77; 1977-78; and

WHEREAS, the Sending District, at a public meeting of its Board of Education held

on August 31, 1978 determined that the Sea Bright School would be closed by the following

formal resolution offered at said meeting with a majority roll call vote of all members of the

Sea Bright Board of Education:

"Motion to resolve to close the Sea Bright School in view of the following supervening circumstances:

1. Bid price is grossly in excess of the maximum amount approved in the referendum.
2. The overall school population is declining.
3. There is no guarantee the state will approve the renovated school until phases two and three are included. The total cost is well above the bonding capacity of the Borough.
4. The recommendation of the County Superintendent is to send our students to the

Oceanport District."

and

WHEREAS, the Receiving District, at a public meeting of its Board of Education held

on September 1, 1978 offered and adopted with a unanimous roll call vote, the following

motion:

"Upon motion of Mr. Hayward, seconded by Mr. Weigel, and unanimously approved with a roll call vote of all members of the Board of Education it was agreed to extend the sending/receiving relationship between the Sea Bright Board of Education and the Oceanport Board of Education to cover grades Kindergarten through sixth, and that a formal agreement be negotiated between the two Boards of Education within the next sixty days."

and

WHEREAS, by the formal resolution and motion incorporated into the Agreement above, the Receiving District agreed to accept said pupils for the 1978-79; 1979-80; 1980-81; 1981-82; 1982-83; 1983-84; and on November 9, 1984 extended the Agreement to include the 1984-85; 1985-86; 1986-87 school years, and on September 10, 1986 extended the Agreement to include the 1987-88; 1988-89; 1989-90 school years, and on January 10, 1990 extended the Agreement to include the 1990-91; 1991-92; 1992-93 school years. For the 1993-94 school year it was agreed that a yearly contract would be drawn. For the 1994-95; 1995-96 1996-97, 1997-1998, 1998-99 and 1999-2000 school years yearly contracts were again drawn. The Sending District agreed to accept and abide by the terms and conditions hereinafter set forth.

WHEREAS, this Agreement is an extension of the above described previous Agreements, and the Receiving District has agreed to accept said pupils for the 2000-2001 school year, and the Sending District has agreed to accept and abide by the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the mutual covenants and undertakings herein contained, the parties hereto hereby expressly covenant and agree as follows:

1. The Receiving District shall place the said pupils of the Sending District in such kindergarten through eighth grades of its school system as it designates.
2. Said pupils shall be under the full control of the teaching and supervisory system of the Receiving District from the time said pupils arrive at the Wolf Hill and Maple Place Public Schools until the time when they depart.
3. The Receiving District shall take any and all necessary disciplinary actions

when a student's conduct is unsatisfactory while being transported to and from the Receiving District.

4. While so attending the Wolf Hill and Maple Place Public Schools, said pupils shall be subject to the same policies, rules, regulations, instruction, curriculum, discipline, and conditions now or hereafter established for the kindergarten through eighth grade classes of the Receiving District.

5. The Sending District shall, at its sole cost and expense, provide transportation to and from the Sending District for its pupils so attending said Wolf Hill and Maple Place Public Schools. All vehicles so transporting the pupils from the Sending District shall be approved by the State Board of Education, or any other department thereof having jurisdiction. It shall maintain in full force and effect complete public liability insurance in an amount not less than the minimum provided and required by law. A certificate of such insurance shall be furnished annually to the Receiving District prior to the commencement of each school year. All pupils transported from the Sending District shall be delivered to the Wolf Hill and Maple Place Public Schools by such time as established by the Receiving District. The Sending District shall be responsible and liable for any and all acts of misconduct of the students while being transported to and from school and any consequences thereof.

6. The Sending District shall, and hereby agrees, to save harmless the Receiving District from any and all claims which might or could arise by reason of pupil transportation to and from the Districts as hereinbefore provided.

7. In regard to Special Education, the following shall apply:

A. The Receiving District shall be responsible for the identification,

evaluation, classification, placement, and maintenance of all handicapped and/or referred students in accordance with the federal and state laws and regulations.

- B. The Sending District shall share the cost for the services of the school psychologist, speech correctionist, learning disabilities teacher consultant, and school social worker. The Sending District's share shall be based on the audited cost of said services and the Sending District's enrollment (A.D.E.) percentage of the total student enrollment (A.D.E.) for the school year, excluding special education students in the special education classes.
- C. Each District shall pay for the cost of the services of the school neurologist on a per case basis; the bills for said services to be submitted directly to the student's district.
- D. The Sending District shall pay for the tuition costs of all students of the Sending District placed in a special education class or with a private agency; the bills to be submitted directly to the Sending District.
- E. The Sending District shall contract for or provide the transportation of all handicapped students from the Sending District; the bill to be submitted directly to the Sending District.
- F. The Sending District shall reimburse the Receiving District the costs of all supplemental and/or home instruction services provided to the Sending District's students.
- G. The Sending District shall pay a prorata cost for students attending the Resource Rooms in the Receiving District.
8. The Board of Education of the Receiving District shall bill the Board of Education of the Sending District a tentative tuition rate not to exceed the estimated cost per pupil for the ensuing school year as is reflected in the budget of the Receiving District, pursuant to the provisions of N.J.A.C. 6:20-3.1. Said billing by the Receiving District shall be made at the beginning of each month for the pupils from the Sending District. The cost per pupil shall be an amount equal to one-tenth (1/10) of the annual tuition rate as established by the Tuition Contracts for the

2000-2001 school year. The payment of same shall be made as stated in the

Tuition Contracts. Should the Commissioner later determine that there is a

difference between the tentative rate established and the actual cost between the

tentative rate established and the actual cost per pupil, adjustments shall be made

pursuant to the provisions of the Tuition Contracts.

9. The Receiving District shall submit to the Sending District an estimated tuition rate

no later than January 1st for the ensuing school year.

10. This Agreement by mutual consent of the parties hereto, is expressly meant to bind

the parties hereto up to and including the school year 2000-2001, after which time,

the Sending District and/or the Receiving District may elect to extend or terminate

this Agreement. To do so the Sending District and/or Receiving District shall

notify the other Board of Education of its intent, in writing, prior to September 1st

of the year preceding the year that the contract shall be extended or terminated.

Termination shall be with the consent of the Commissioner of Education.

11. Additions, changes, and deletions may be made to this Agreement at anytime by

written approval of both parties.

IN WITNESS THEREOF, the said parties have hereunto caused these presents to be

signed by their proper corporate officers and their corporate seal to be hereto affixed, the day

and year first above written.

ATTEST:

*Maria Anne Parry*  
MARIA ANNE PARRY  
Business Administrator  
Oceanport Board of Education

Oceanport Board of Education

*Lucille A. Champ*  
LUCILLE A. CHAMP  
President

THE BOARD OF EDUCATION OF  
THE BOROUGH OF OCEANPORT

ATTEST:

*Charles F. Shay*  
CHARLES F. SHAY  
Board Secretary  
Sea Bright Board of Education

THE BOARD OF EDUCATION OF  
THE BOROUGH OF SEA BRIGHT

*Nancy Descenza*  
NANCY DESCENZA  
President  
Sea Bright Board of Education