

TUITION CONTRACT AGREEMENT

AGREEMENT dated this 29 day of March 2011, 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 Holmdel Township Board of Education, in the County of Monmouth and 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 in 1a. below:
  - 1a. The specific educational services described in this section or attached as an appendix to this AGREEMENT.

THE EDUCATIONAL SERVICES DESCRIPTION ARE ATTACHED AS AN APPENDIX TO THIS AGREEMENT.

- 2. This AGREEMENT shall be in effect for the 2010/2011 school year. The educational services shall commence on March 25, 2011 and terminate on June 21, 2011, at a total tuition rate of \$18,662.00 (prorated amount of \$6,117.00).
- 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.
- 4. The SENDING DISTRICT agrees to pay one third of the tentative tuition charge of \$2,039.00 each month less any prior year credits if applicable to the RECEIVING DISTRICT commencing no later than March 31, 2011 and continuing through June 21, 2011. The payments shall be due on the first of each month.
  - 4a. In the event that it is later determined that the tentative tuition charge was greater than the "actual cost per pupil" as certified by the commissioner multiplied by the actual average daily enrollment received, the RECEIVING DISTRICT will return the excess amount to the SENDING DISTRICT no later than the end of the third school year following this contract year.
  - 4b. In the event that it is later determined that the tentative tuition charge was less than the "actual cost per pupil" as certified by the commissioner multiplied by the actual average daily enrollment received, the RECEIVING DISTRICT will charge the SENDING DISTRICT no later than the end of the third school year following this contract.

CHECK ONE ONLY

All of the amount owed.  None of the amount owed.  Part of the amount owed as indicated in this space.

The SENDING DISTRICT will pay any amount owed to the RECEIVING DISTRICT in accordance with the following payment schedule: Please see above #4.

- 4c. In the event it becomes necessary for the SENDING DISTRICT to request that the county superintendent waive the payment schedule in 4b. due to hardship, the SENDING DISTRICT will immediately notify the RECEIVING DISTRICT of such request.
- 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 29 day of March 2011.

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PRESIDENT SENDING DISTRICT BOARD OF EDUCATION

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SECRETARY SENDING DISTRICT BOARD OF EDUCATION

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PRESIDENT RECEIVING DISTRICT BOARD OF EDUCATION

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SECRETARY RECEIVING DISTRICT BOARD OF EDUCATION