

**Barnegat Township School District  
TUITION CONTRACT AGREEMENT**

**AGREEMENT** dated this 6th day of September, 2011, between the **Brick Township School District** Board of Education, in the County of Ocean in the State of New Jersey (hereinafter referred to as the "SENDING DISTRICT"), and the *Barnegat Township School District* Board of Education in the County of Ocean in 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:

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 below.

The specific educational service described in this section or attached as an appendix to this **AGREEMENT** are to be provided for:

 a special education student.

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

**Special Educational Services.**

This **AGREEMENT** shall be in effect for the 2011/2012 school year. The educational services shall commence on or about the 6th day of September, 2011, and terminate on or about June 30, 2012.

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.

For the special educational pupil enrolled the sixth day of September, the **SENDING DISTRICT** agrees to pay **one-tenth of the annual tuition charge of \$1,292.70** approved by the Commissioner, each month to the **RECEIVING DISTRICT** commencing no later than September 6, 2011 and continuing in advance for the successive full months that the pupil is enrolled; due and payable on the first of the month services are to be provided. (Tuition for students entering after first day of school in any month will be pro-rated to reflect the actual days possible in the month of entry or the month in which a child leaves) tuition for half time students will be one half the contract rate, N/A). The July through June total tentative tuition charge will be \$12,927.00 (two decimal places).

**EXTRAORDINARY SERVICES** – the **SENDING DISTRICT** agrees to pay the **RECEIVING DISTRICT** each month a tentative tuition charge for extraordinary services based upon a per diem rate of \$N/A (two decimal places) for the total number of days such pupil was enrolled during the month the service was provided. The per diem rate was determined by dividing the estimated cost of the services for the school year (July through June) of \$N/A by the estimated number of days school will be in session (July through June) of 180 and rounding to the nearest two decimal places. For July through August, if applicable, such pupil will be enrolled for N/A days fro the total tentative tuition charge of \$ N/A (two decimal places), and/or for September through June, if applicable, such pupil will be enrolled for 180 days for a total tentative tuition charge of \$N/A (two decimal places). The July through June total tentative tuition charge will be \$N/A (two decimal places). For audit purposes, the number of days the **RECEIVING SCHOOL** was actually in session from July through June will be used to determine the per diem rate.

The successive payments shall be due on the first of each month. In the event that the pupil is enrolled for less than the entire month, the **RECEIVING DISTRICT** agrees to adjust the monthly tuition bill for the pupil based upon a per diem rate for the actual number of school days the pupil is enrolled. The per diem rate will be calculated by dividing the annual tuition charge by the actual number of days school is in session.

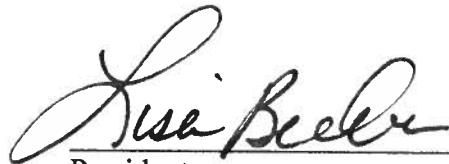
The **RECEIVING DISTRICT** agrees to provide the **SENDING DISTRICT** with a monthly tuition bill and monthly report showing pupil enrollment and attendance.


In the event any dispute arises 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 WHERE OF, the parties have caused this **AGREEMENT** to be duly executed as of this 6th day of September, 2011.

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President  
Sending District Board of Education

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Secretary  
Sending District Board of Education

  
\_\_\_\_\_  
President  
Barnegat Twp. Board of Education

  
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Secretary  
Barnegat Twp Board of Education