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SPECIAL EDUCATION TUITION CONTRACT AGREEMENT

AGREEMENT dated this November day of 20, 2012 between the Brick Township School District Board of Education, in the County of Ocean and the State of New Jersey (hereinafter referred to as the "SENDING DISTRICT"), and the Barnegat Township Board of Education, in the County of Ocean 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:

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 Statues and the rules and regulations of the State Board of Education. The specific educational services to be purchased and provided are described below.

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

Special Education Student

This AGREEMENT shall be in effect for the 2012 - 2013 school year. The educational services shall commence on September 6, 2012 and terminate on June 30, 2013. Tuition charges, as part of this AGREEMENT, as well as the payment of same shall be made in accordance with the applicable New Jersey Statues and the rules and regulations of the State Board of Education.

For educationally handicapped pupil(s) enrolled the first school day of September, the SENDING DISTRICT agrees to pay one-tenth of the tuition charge each month for the amount of \$ 1,144.00 approved by the Commissioner, to the Receiving District for a total charge of \$11,440.00.

The first month's tuition charge will be determined using a per diem rate (\$ 63.56) for the actual number of school days the pupil(s) is (are) enrolled if the pupil(s) is (are) enrolled for less than the entire month. The per diem rate will be calculated by dividing the estimated cost per pupil by the actual number of days school is in session.

The tuition charge for each full month the pupil(s) is (are) enrolled shall be based upon one-tenth of the estimated 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. The final monthly tuition bill shall be adjusted based upon a per diem rate for the actual number of school days the pupil(s) is (are) enrolled for the school year. The per diem rate will be calculated by dividing the estimated cost per pupil by the actual number of days school is in session.

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. The RECEIVING DISTRICT has the option to pay such excess amount or to credit such excess amount to the SENDING DISTRICT in accordance with the following payment schedule: (Insert: day and month payment or credit is due) and (Insert: percentage of payment or credit due).

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 the contract year the amount owed as follows:

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