

TUITION CONTRACT AGREEMENT

AGREEMENT dated this 13th day of November 2018, between the Brick Township Public Schools Board of Education, in the County of Ocean and the State of New Jersey (*hereinafter referred to as the "SENDING DISTRICT"*), and the Eatontown 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 are to be provided for the resident pupils in grades kindergarten through eighth the SENDING DISTRICT.

<u>Student</u>	<u>Grade</u>	<u>Tuition</u>	
██████████	3	\$11,890.68	#5553
██████████	1	\$11,890.68	
██████████	Speech Services	\$ 834.24	#5552
Total		\$24,615.60	

2. This AGREEMENT shall be in effect for the 2018 - 2019 school year. The educational services shall commence on November 13, 2018 and terminate no later than June 30, 2019.
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 the monthly tentative tuition charge of \$3,076.95 each month less any prior year credits to the RECEIVING DISTRICT commencing no later than November 13, 2018 and continuing through June 30, 2019. 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 second 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: payment issued upon mutual agreement between districts.
 - 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 second school year following the contract year the amount owed as follows:

CHECK ONE ONLY

X 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: (100% on or before June 30th 2019).

- 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 _____ 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