

## TUITION CONTRACT AGREEMENT

AGREEMENT dated this 20th day of August, 2013, 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 Ocean County Vocational Technical School 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:*

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 9 through 12 the SENDING DISTRICT.

Sending District agrees to send and Receiving District agrees to receive the attached named student (s) who will be enrolled in the program listed. Sending District agrees to pay tuition in the following amounts for the listed programs at \$500.00 per student:

|                             |             |
|-----------------------------|-------------|
| MATES Academy: 52           | \$26,000.00 |
| Performing Arts Academy: 60 | \$30,000.00 |
| Total:                      | \$56,000.00 |

2. This AGREEMENT shall be in effect for the 2013 - 2014 school year. The educational services shall commence on September 4, 2013 and terminate on June 17, 2014.
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.
- 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 school 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 school year.
- 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. 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 20 day of August, 2013.

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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


