TUITION CONTRACT AGREEMENT

AGREEMENT dated this January 2021, between the Toms River Regional Board of Education, in the County of Ocean and the State of New Jersey (hereinafter referred to as the "SENDING DISTRICT"), and the Brick 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:

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 Statues 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 12 through 12 the SENDING DISTRICT.

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

[redacted]5085
Grade: 12
Classification: Red Ed
Annual Tuition of $15,508.80 will be prorated based on amount of day's student is active.

2. This AGREEMENT shall be in effect for the 2020-2021 school year. The educational services shall commence on Septemebr 8, 2020 and terminate on June 18, 2021.

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 Statues and the rules and regulations of the State Board of Education.

4. The SENDING DISTRICT agrees to pay one-tenth of the tentative tuition charge of $15,508.80 each month less any prior year credits to the RECEIVING DISTRICT commencing no later than September 8, 2020 and continuing through June 18, 2021. The payments shall be due on the first of each month. The tentative tuition charge equals the estimated cost per pupil of $15,508.80 multiplied by an estimated average daily enrollment of 1 pupil.
* An amount not in excess of the amount shown on line 7 of the "Estimated Cost Pupil for Tuition Purposes" form.

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 th 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).

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: (Insert: day and month payment is due) and (Insert: percentage of payment due).

4c. In the event it becomes necessary for the SENDING DISTRICT to request that the county superintendent waive the payment schedule in 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