

TUITION CONTRACT AGREEMENT

AGREEMENT dated this 25th day of June 2026, between the Mountainside Board of Education, in the County of Union and the State of New Jersey (hereinafter referred to as the "SENDING DISTRICT"), and the Berkeley Heights Board of Education, in the County of Union 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 from the SENDING DISTRICT.
 - All appropriate high school general educational classes and appropriate athletic and extra-curricular opportunities.
 - All additional costs related to resource room instruction will be billed separately at the appropriate actual rate as determined by NJDOE Policy Bulletin 100-1. Additionally, any other additional academic support, counseling, speech services and other special services will be billed separately.
2. This AGREEMENT shall be in effect for the 2026 - 2027 school year. The educational services shall commence on the first day of school in September, 2026 and terminate on the last school day in June, 2027.
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 one-tenth of the tentative tuition charge of \$4,298,955.00, which is comprised of a total tuition charge of \$4,396,400.00 less a credit of \$97,445.00 for 23/24 tuition adjustment. Invoices for the \$4,298,955.00, to the SENDING DISTRICT will commence in September 2026 and will continue through June 2027. The payments shall be due each month. The tuition charge equals the estimated cost per pupil of \$18,950.00 multiplied by an estimated average daily enrollment of 232 pupils.
 - 4a. However, in the event that the Average Daily Enrollment ("ADE") exceeds or is less than the number that had been previously estimated, during the budget development in the prior year, the difference shall be due and payable to either Berkeley Heights or Mountainside, as the case may be over ten (10) installments beginning the September which is two (2) months after the end of the then-current school year. (Example - If Mountainside projects 280 pupils in 2026-27, and the actual ADE for 2026-27 at year end is 282, then Mountainside would owe Berkeley Heights an amount equal to two (2) students times the established tuition rate for 2026-27, which amount would be added to the tuition amount due Berkeley Heights in 2028-29). In the event that the full ADE, at the end of the then current school year, is greater than the ADE that would have been projected by more than one (1) student, Mountainside may defer the tuition for the additional students, at Mountainside's sole discretion. Any deferred amount shall be due and payable to Berkeley Heights over ten (10) installments beginning the September which is fourteen (14) months after the end of the then-current school year.

CHECK ONE ONLY

☒ 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 no later than the end of the third school year following this contract year.

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.

Note - Prior year tuition adjustments reflect the difference between what was billed and the State certified costs.

IN WITNESS WHEREOF, the parties have caused this AGREEMENT to be duly executed as of this 25th day of June, 2026.

Vincent B...
PRESIDENT, SENDING DISTRICT

Brooke T. B...
SECRETARY, SENDING DISTRICT

Deb Terrero
PRESIDENT, RECEIVING DISTRICT

Jennifer Nicholson
SECRETARY, RECEIVING DISTRICT