

TUITION CONTRACT AGREEMENT

AGREEMENT dated this 25th day of June 2024, 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 Resource Room 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 Resource Room services to be purchased and provided are described in 1a. below.
- 1a. The specific Resource Room services described in this section are to be provided for the resident pupils in grades 9 through 12 from the SENDING DISTRICT.
 - All costs related to Resource Room instruction, academic support, counseling, speech services and other special services will be billed at the appropriate actual rate as determined by NJDOE Policy Bulletin 100-1, and the Send-Receive Agreement.
2. This AGREEMENT shall be in effect for the 2026 - 2027 school year. The Resource Room services shall commence on the first day of school in September, 2026 and terminate on the last school day in June, 2027.
3. Resource Room 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 charge of \$184,576.00 each month, which is comprised of estimated Resource Room services of \$252,246.00 less a credit of \$67,670.00 for prior year services. Invoices to the SENDING DISTRICT will commence no later than September 2026 and continue through June 2027. The payments shall be due each month.
- 4a. In the event that it is later determined that the tentative charge was greater than the "actual cost per pupil", 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 will credit such excess payment amount to the SENDING DISTRICT during the third school year in ten equal monthly installments. This will be included in the monthly billing.
- 4b. In the event that it is later determined that the tentative charge was less than the "actual cost per pupil", 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 during the third school year in ten equal monthly installments. This will be included in the monthly billing.

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 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.

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

Vincent Bgo

PRESIDENT, SENDING DISTRICT

Deb Terreno

PRESIDENT, RECEIVING DISTRICT
Deb Terreno

Brooke T. Bunt

SECRETARY, SENDING DISTRICT

Jennifer Nicholson

SECRETARY, RECEIVING DISTRICT
Jennifer Nicholson