

Exhibit A

**AGREEMENT TO ESTABLISH
HIGH SCHOOL
SENDING-RECEIVING RELATIONSHIP**

THIS AGREEMENT, dated this 1st day of September, 2016 is made by and between the Board of Education of the Borough of Mountainside in the County of Union, with offices at 1497 Woodacres Drive, Mountainside, New Jersey, 07092 ("the Mountainside Board") and the Board of Education of the Township of Berkeley Heights in the County of Union, with offices at 345 Plainfield Avenue, Berkeley Heights, New Jersey, 07922 ("the Berkeley Heights Board").

WHEREAS ninth-, tenth-, eleventh- and twelfth-grade students domiciled in the Borough of Mountainside ("Mountainside students") attended Governor Livingston High School ("the High School") for many years while it was operated by the former Union County Regional High School District; and

WHEREAS the Union County Regional High School District was dissolved effective July 1, 1997, and since such dissolution the High School has been operated by the Berkeley Heights Board; and

WHEREAS the parties desire to exercise the authority granted them by N.J.S.A. 18A:38-8 to continue their sending-receiving relationship, pursuant to which Mountainside students will continue to attend the High School;

NOW, THEREFORE, in consideration of the mutual covenants and promises herein, and pursuant to the provisions of N.J.S.A. 18A:38-8, the parties hereby agree as follows:

1. Term. The term of this agreement shall be July 1, 2017 through June 30, 2022, and may be renewed as set forth below.

2. Designation of the High School. The Mountainside Board hereby designates Governor Livingston High School as the public high school for its pupils pursuant to N.J.S.A. 18A:38-11. The parties agree to have joint committee meetings at least three times per school year, based on agendas that are mutually developed and set at least one week prior to the meeting dates, to discuss and address any concerns either party may wish to address regarding the sending-receiving relationship, unless otherwise mutually agreed by the parties.

3. Sending Students. The Mountainside Board agrees to send all of its pupils in the ninth, tenth, eleventh and twelfth grades to the High School, and further agrees not to withdraw any of said pupils from the High School except as may be authorized pursuant to N.J.S.A. 18A:38-13.

4. Receiving Students: Provision of High School Program. The Berkeley Heights Board agrees to enroll and educate said Mountainside students in accordance with applicable statutes and rules and regulations of the New Jersey State Board of Education. Mountainside students enrolled at the High School shall be accorded all the rights and privileges enjoyed by High School students domiciled in Berkeley Heights. Berkeley Heights agrees that such students, including incoming freshmen, must register and prove residency in Mountainside in accordance with the parties' current practice prior to being permitted to register in Berkeley Heights, unless otherwise legally required. Subject to the use restrictions set forth herein and as provided by law, upon request, standardized test score data related to the Mountainside Students (which shall include, SAT, ACT, and PARCC test data; collectively, "Test Data") shall be forwarded to the Mountainside Superintendent, within a reasonable timeframe. Berkeley Heights will reply within 30 days to any Mountainside request to amend the definition of Test Data, provided however that if Berkeley Heights consents Berkeley Heights

can require reimbursement for additional costs associated with the amendment. Use of Test Data by Mountainside shall be limited to Mountainside's administration, and Board of Education, for the purposes of management of staff and curriculum ("Administrative Use"). Dissemination by Mountainside of the Test Data, in any form, other than for Administrative Use, shall be prohibited without the written consent of the Berkeley Heights Board, not to be unreasonably withheld, conditioned or delayed. Notwithstanding anything to the contrary herein, the above use restrictions shall not apply to any data that have been publicly disseminated by the Berkeley Heights School District or the Berkeley Heights Board of Education or to any data that are otherwise known or generally made available to the public, other than by way of a breach of the foregoing use restrictions.

5. Tuition. The Mountainside Board shall pay tuition to the Berkeley Heights Board for each Mountainside student enrolled in the High School in accordance with the terms of this Agreement. The annual regular per-pupil tuition rate for the first year of the agreement will be established by using the 2015-16 Department of Education certified per-pupil cost and increasing it two times by 2%. If the 2015-2016 certified per-pupil cost is lower than \$14,374 the 2015-2016 base rate for said calculation shall be \$14,374. If the 2015-2016 certified per-pupil cost is greater than \$14,854, then the 2015-2016 base rate for said calculation shall be \$14,854. As an example, if the 2015-16 certified per-pupil cost is \$14,835, then the rate for 2017-18 would be \$15,434 ($\$14,835 \times 1.02 \times 1.02$). Tuition for all subsequent years will be increased by 2% annually.

(a) Tuition Charge. The parties shall determine tuition charges for budgetary purposes each year as follows: The Mountainside Board shall notify the Berkeley Heights Board in writing no later than 60 days before the tentative budget is due to the Office of the

Executive County Superintendent of each year of the estimated average daily enrollment of pupils expected to be sent to the High School in the next school year. The tentative total tuition to be charged for each school year will be calculated by multiplying the estimated average daily enrollment of pupils expected to be sent to the High School by the per pupil tuition rate (as described in the previous paragraph), no later than forty five (45) days prior to the date on which the proposed school budget for that year is required to be submitted in writing to the Executive County Superintendent.

(b) Tuition Adjustments. In the event that, during the length of this agreement, Berkeley Heights authorizes and incurs new debt service for capital expenditures for the High School in accordance with N.J.S.A. 18A:21-1, then Mountainside will be assessed a charge equivalent to the current Department of Education building use charge for interest expenses. Prior to authorizing the issuance of bonds for this purpose, the Berkeley Heights Board shall consult with Mountainside Board. The length of the amortization shall be based on what is reasonable and customary for said major repairs and bonds. This cost shall be calculated using the Department of Education method prescribed in the annual budget preparation software, and the total amount will be prorated to both parties based on the previous year's enrollment. Recalculations shall be made each year as the amount of interest, amount of state aid and enrollment numbers may vary. This expense will be above and beyond the above-referenced per-pupil tuition rate.

In the event that, during the length of this agreement debt service for expenditures for the High School expire (regardless of when debt was incurred), then Mountainside will be credited a charge equivalent to the Department of Education building use charge for such expired interest expenses. The expired cost shall be calculated using the Department of

Education method prescribed in the annual budget preparation software, and the total amount will be prorated to both parties based on the previous year's enrollment. Recalculations shall be made each year as the amount of interest, amount of state aid and enrollment numbers may vary. Mountainside's obligation for said building use charge shall cease when and if Mountainside students are no longer attending the High School pursuant to this Agreement.

(c) Tuition Estimates. The contract amount for the upcoming budget year will be based on the tuition as noted in 5(a). Mountainside will pay one-tenth of the total amount due for each month of the contract (September through June) no later than the 1st. 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 210 pupils in 2017-18, and the actual ADE for 2017-18 at year end is 212, then Mountainside would owe Berkeley Heights an amount equal to 2 students times the established tuition rate for 2017-18, which amount would be added to the tuition amount due Berkeley Heights in 2018-19). In the event that the full year ADE, at the end of the then current school year, is greater than the ADE that would have been projected as of the end of February 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.

(d) Tuition for Classified Students. Notwithstanding the provisions of subparagraphs (a) and (b) above, the tuition charge for students who are classified pursuant to the Individuals with Disabilities Education Act, 20 U.S.C. § 1401, et seq., including but not limited to the costs of related services and the costs of in-district resource room services, shall reflect the minimum amount to which the Berkeley Heights Board shall be legally entitled pursuant to N.J.A.C. 6A:23-17.1, New Jersey Department of Education Policy Bulletin 100-01, or any successor regulation governing calculation of tuition charges.

Pursuant to the Settlement Agreement in matters EDU-03008-2008 and EDC-03253-10, charges by Berkeley Heights to Mountainside Board for resource room services to Mountainside-resident students shall be calculated pursuant to N.J.A.C. 6A:23-17.1(e)(9), and Policy Bulletin 100-01; provided that such charges shall be calculated solely based on Berkeley Heights' cost related to provision of resource room services at the High School, and not at other schools in e Berkeley Heights, which costs shall be defined as employees' salaries, classroom supplies and materials, purchased services directly related to the class, and related costs and services such as field trips; and charges shall be based upon enrollment of Mountainside-resident students as reflected in their IEPs, not necessarily their actual daily attendance

The Berkeley Heights Board shall include a reasonable estimate of the anticipated resource room charges in the estimated annual tuition amount, consistent with its right to assess the Mountainside Board for costs associated with Mountainside students placed in resource-center program. The rate assessed, up to the actual direct instructional cost per pupil, shall be estimated based on the total estimated cost in the Berkeley Heights Board's New Jersey Department of Education School District Annual Budget Statement document for resource center (the sum of appropriation line currently identified as line 7160) divided by the

total of all hours for all resource room students, as prescribed by the New Jersey Department of Education.

At the end of each school year, Berkeley Heights will provide a detailed explanation of the actual costs for the above noted services and any costs in excess of the original estimates will be paid to Berkeley Heights no later than the end of the next school year. In the event that the costs for the above noted services are less than the original estimates, then the excess amount will be deducted from the normal tuition payments being made in the next school year.

Pursuant to the Settlement Agreement in matters EDU-03008-2008 and EDC-03253-10, to enable Mountainside to make budgetary preparations to meet its responsibilities hereunder, and to facilitate the validation of Berkeley Heights' resource room charges to Mountainside, Berkeley Heights shall furnish to Mountainside, on a monthly basis, the following documentation concerning students for whom resource room services charges are assessed: (i) a list of Mountainside-resident students, identified by initials, currently receiving resource room services; (ii) the weekly number of IEP-required resource room minutes for each student so identified; (iii) the actual salaries of teachers and classroom aides assigned to resource room classes at the High School; (iv) the actual scheduled pupil contact time for the teachers and classroom aides so identified; and (v) the total number of resource room hours taught to all the High School students, regardless of residency.

(e) Tuition Information. In support of the aforementioned rates of assessment the Berkeley Heights Board shall provide to the Mountainside Board annually the following:

(i) A copy of the estimated tuition rates reports generated from the budget software prescribed for the New Jersey Department of Education School District Annual Budget Statement document, as approved annually by the County Superintendent of Schools; and

(ii) A copy of the estimated Tuition Calculation Average Daily Enrollments data entry screen, from the New Jersey Department of Education School District Annual Budget, used to generate the estimated tuition rates reflected herein; and

(iii) The total of all hours for all resource room students used to estimate the hourly rate for resource center programs.

(f) Out-of-District Tuition. The tuition charge for classified students placed out-of-district in public or private day or residential schools shall be the same as the tuition charged to the Berkeley Heights Board by such schools, plus costs for applicable related services to which the Berkeley Heights Board may lawfully be entitled pursuant to N.J.A.C. 6A-23-3.1, New Jersey Department of Education Policy Bulletin 100-01, or any successor regulation governing calculation of tuition charges. For purposes of State aid reimbursement for special education programs, all such students shall be considered Mountainside students, and tuition as provided herein shall be billed to, and paid by, the Mountainside Board.

(g) Tuition Payments. In each year of this Agreement, tuition payments shall be due in ten equal monthly installments on the first day of each month from September through June, unless otherwise modified by the terms noted in 5(c) and 5(d). If the Mountainside Board fails to timely remit a tuition payment, which failure is not cured by Mountainside within 90 days of Mountainside's receipt of written notice sent by the the Berkeley Heights Board identifying the missed payment, then the Berkeley Heights Board shall have the right to charge the Mountainside Board the full per-pupil tuition, as provided by

N.J.S.A. 18A:38-19 and N.J.A.C. 6:23-3.1, beginning in the next school year for which a tuition number has not been budgeted.

6. Disputes Over Special Education. The Berkeley Heights Board shall provide special education and related services to all eligible Mountainside students. Berkeley Heights shall retain complete control over program and placement decisions regarding Mountainside-resident special education students enrolled in the Berkeley Heights School District as provided by law; however, Berkeley Heights' staff involved with IEP development shall afford Mountainside's staff involved with IEP development a timely opportunity to review the IEP of each Mountainside-resident student prior to implementation. The purpose of said review shall be solely for the purpose of offering non-binding input based upon Mountainside's knowledge of the student, or specific Mountainside resources to assist in educating the student, and avoiding unnecessary expenditure of either party's funds. Even though Mountainside will receive the proposed IEP prior to its implementation, Berkeley Heights will not be precluded from implementing the IEP as required within a reasonable timeframe, in compliance with the applicable law, consistent with Berkeley Heights normal practices and regardless of the timing or content of Mountainside's response.

In the event of any dispute with the parent or legal guardian of any Mountainside student relating to identification, evaluation, classification or placement, the Berkeley Heights Board shall place Mountainside on notice within a reasonable timeframe. Mountainside will have the right but not the obligation to have a member or members of the Mountainside child study team participate in any such settlement discussions. Berkeley Heights in its discretion, shall obtain legal counsel and make all decisions regarding the disposition of such dispute. The Mountainside Board will reimburse the Berkeley Heights Board for all legal fees and other

expenses incurred in connection with such dispute and any resultant mediation conferences, administrative hearings, appeals and attorney-fee proceedings. At Mountainside's request, Berkeley Heights will make a good faith challenge to any legal fee that Mountainside believes is unreasonably overstated.

7. Representative to Board of Education. The Mountainside Board shall be entitled to the number of representatives on the Berkeley Heights Board to which it shall be entitled pursuant to N.J.S.A. 18A:38-8.1, or any successor statute governing such matters, which representatives shall enjoy all rights and powers specified in said statute and applicable decisional law.

8. Other Sending-Receiving Relationships Permitted. The Berkeley Heights Board reserves the right, without the consent of or notice to the Mountainside Board, to accept tuition pupils from any other school district(s), whether pursuant to formal agreement or otherwise.

9. Force Majeure. The obligation of the Berkeley Heights Board to provide educational services hereunder shall be subject to the availability of High School facilities and staff. If for any reason beyond the control of the Berkeley Heights Board such faculties or staff are rendered unavailable -- including but not limited to strikes, destruction of facilities by fire, flood or other natural occurrence -- the Berkeley Heights Board shall have the right to suspend educational services to Mountainside students to the extent that it suspends such services to Berkeley Heights students. The Berkeley Heights Board shall have no obligation to the Mountainside Board for costs or damages arising out of any such suspension in services, whether denominated as damages for breach of contract, reimbursement for alternative programs or otherwise. The Berkeley Heights Board shall exercise due diligence and effort to reinstate educational services as soon as reasonably possible.

10. Dispute Resolution. The parties agree that in the event of any dispute regarding the interpretation of this Agreement, representatives of each board shall meet with a view toward amicable adjusting any differences in a manner which is equitable and in accordance with the stated intent and purpose of this Agreement. In the event that the parties fail to resolve such a dispute amicably, the Commissioner of Education shall have jurisdiction to resolve such dispute in accordance with the provisions of N.J.S.A. 18A:6-9.

11. Automatic Renewal. Unless N.J.S.A. 40A:4-45.45 et seq. is modified effective on or before February 1, 2021, the parties agree that if the 2019-20 Department of Education certified per-pupil cost is not greater than 104% or less than 96% of the per pupil tuition rate that was used for the 2019-2020 school year, this Agreement will automatically renew for an additional term of five (5) years with all dates referenced herein being revised accordingly to account for such five (5) year renewal term and tuition rate for 2022-23 school year being calculated by using the 2019-20 Department of Education certified per-pupil cost and increasing it three times by 2%.

12. Early Termination. If there is any change to the tax levy cap legislation N.J.S.A. 40A:4-45.45 et seq., either party will have the right, but not the obligation, to call for an early termination of this Agreement, in writing. If either party provides notice of an early termination, the tuition schedule in this Agreement will terminate on the June 30th provided termination is between 18 and 30 months after the passage of any revision to N.J.S.A. 40A:4-45.45 et seq. provided however that the early termination will not take effect prior to June 30, 2022.

13. Renewal. In the event that the Automatic Renewal provisions stated in paragraph 11 do not take place because the 2019-20 certified per pupil costs are outside the range noted in

paragraph 11, the parties agree to commence good faith negotiations no later than 30 days after the date that the Department of Education releases the 2019-20 Department of Education certified per-pupil cost, to consider termination or renewal of the tuition schedule in this Agreement. If either party determines that the negotiations are unsuccessful, it shall notify the other party in writing of its decision to terminate the tuition schedule in this Agreement no later than July 1, 2021. In the absence of any such notice of termination or any written agreement by July 1, 2021 to modify the terms of the tuition schedule in this Agreement, then this Agreement, including the then current tuition schedule in this Agreement shall automatically renew for another five-year term commencing July 1, 2022, with all dates referenced herein being revised accordingly to account for such five (5) year renewal term and tuition rate for 2022-23 school year being calculated by using the 2019-20 Department of Education certified per-pupil cost and increasing it three times by 2%. If the tuition schedule in this Agreement is terminated, Berkeley Heights Board shall have the right to charge the Mountainside Board an amount up to the full per-pupil tuition rate, as currently provided by N.J.S.A. 18A:38-19 and N.J.A.C. 6:23-3.1, or any succeeding legislation, beginning in the 2022-23 school year.

14. Choice of Law. This Agreement shall be governed by New Jersey law and the rules and regulations of the New Jersey Department of Education.

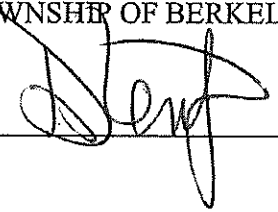
15. Severability. If any provision of this Agreement is deemed unenforceable, illegal or inconsistent with current statutes, rules or regulations, such statutes, rules or regulations shall govern. Provisions not found to be unenforceable, illegal or inconsistent with current statutes, rules and regulations, however, shall remain binding upon the parties.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective Presidents, attested to by their respective Secretaries, and both boards' corporate seals to be affixed thereto, on the dates set forth below.

ATTEST:

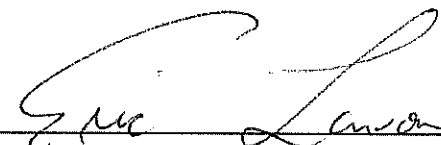

Secretary

BOARD OF EDUCATION OF THE
TOWNSHIP OF BERKELEY HEIGHTS

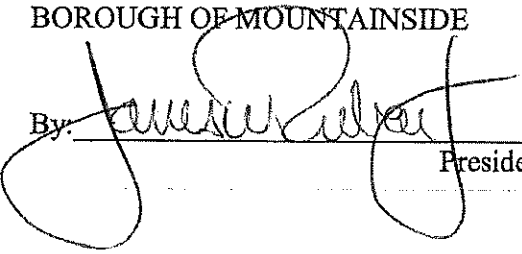
By: 
President

Date: 9/6/16

ATTEST:


Secretary

BOARD OF EDUCATION OF THE
BOROUGH OF MOUNTAINSIDE

By: 
President

Date: 8/1/16