

JOINT PURCHASING AGREEMENT
LDTIC/PYSCH/SPEECH Independent Consultants

THIS JOINT PURCHASING AGREEMENT (hereinafter “Joint Purchasing Agreement” or “Agreement”) made and entered into this 1st day of July, 2022, by and between the NORTHERN VALLEY REGIONAL HIGH SCHOOL DISTRICT (hereinafter referred to as “the Host LEA”) and the SCHOOL DISTRICTS OF ALPINE, CLOSTER, DEMAREST, HARRINGTON PARK, HAWORTH, NORTHVALE, NORWOOD, and OLD TAPPAN, bodies corporate of the State of New Jersey located within the County of Bergen (hereinafter referred to collectively as “Member Districts” or “Parties”) is to be in effect from July 1, 2022 to June 30, 2027.

WITNESSETH

WHEREAS, N.J.S.A. 18A:18A-11 authorizes two or more school districts to enter into joint purchasing agreements to provide jointly by agreement for the purchase of supplies, materials or work;

WHEREAS, all Parties thereto have approved the within Agreement by Resolution; and

WHEREAS, it is the desire of all Parties to enter into such Agreement for the purpose of providing for the joint purchase of Learning Disabilities Teacher Consultants, School Psychologists, and Speech Therapists (“Consultants”).

NOW, THEREFORE, in consideration of the promises and of the covenants, terms, and conditions hereinafter set forth, it is mutually agreed as follows:

1. The Host LEA shall be responsible for contracting Learning Disabilities Teacher Consultants, School Psychologists, and Speech Therapists, to provide independent

evaluation services to students of the Member Districts of the Joint Purchasing Agreement who attend programs in the districts of Alpine, Closter, Demarest, Harrington Park, Haworth, Northvale, Norwood, Northern Valley, and Old Tappan public schools.

2. The Host LEA will ensure that appropriate credentials are on file for all Learning Disabilities Teacher Consultants, School Psychologists, and Speech Therapists.

3. Each Member District shall be entitled to up to 17 total independent evaluations, not including functional behavior assessments which are provided through the behaviorists employed through the Bergen County Region III Council for Special Education (“Region III”) shared service agreement. While each Member District is strongly encouraged to obtain its independent evaluations through this Agreement, a Member District is not required to do so if it determines that the unique needs of the student necessitate an independent evaluation from another provider or for other good cause.

The total anticipated cost for the independent evaluation services under this agreement for the 2022-2023 school year is \$78,400 which shall be included in the Region III budget based upon each Member District’s prior year Application for State School Aid (“ASSA”) Enrollment (the total district enrollment reported to the State Department of Education each October 15). The share of the cost to be paid by each Member District to participate in the program will be derived by dividing each respective district’s ASSA enrollment by the combined total ASSA enrollment of all Member Districts participating in this Agreement. For each school year throughout the term of this Agreement, the superintendent of the Host LEA and the superintendents of the Member Districts shall meet by March 1st to discuss and reach agreement by a majority vote on the anticipated cost of the independent evaluation services for

the next school year, which amount will be included in the Region III budget for the next school year.

4. The Host LEA shall coordinate the service provider's evaluation schedule for the Member Districts.

5. It is understood and agreed by the Parties that the Host LEA will make a good faith effort to provide services whenever possible.

6. Pursuant to N.J.S.A. 18A:18A-5, the services of Learning Disabilities Teacher Consultants, School Psychologists, and Speech Therapists are professional services that are exempt from the requirements of public bidding. Therefore, the Host LEA shall solicit quotations for services on an as-needed basis and shall enter contracts in accordance with the Public School Contracts Law, N.J.S.A. 18A:18A-1, et seq., which are in the best interests of the Host LEA and the Member Districts, price and experience considered. The Host LEA shall enter into a formal written contract directly with each Learning Disabilities Teacher Consultant, School Psychologist, and Speech Therapist on behalf of the Member Districts participating in this Joint Purchasing Agreement. The Host LEA shall also issue purchase orders in its own name to the Consultants and make payments directly to them.

7. The Host LEA and the Member Districts shall maintain comprehensive general liability insurance in the amount of \$2,000,000.00 and shall name each other as additional insureds on their respective insurance policies for coverage of any loss or claim that may arise in connection with the implementation of this Agreement.

8. This Agreement shall begin on July 1, 2022 and shall remain in effect until June 30, 2027. Each of the Member District's entering into this Agreement acknowledges the reliance of the Host LEA and the other Member Districts upon the participation of all

identified Member Districts throughout each and every school year during the term of this Agreement. A Member District that seeks to withdraw from this Agreement with or without cause for the following school year must give written notice to the Host LEA on or before March 1. Notwithstanding the withdrawal, the withdrawing Member District shall be and remain liable for its share of the cost of services pursuant to this Agreement through the current school year. Any Member District that fails to provide written notice on or before March 1 shall be and remain liable for its share of the cost of services provided pursuant to this Agreement through the school year following the school year in which the Member District failed to provide the notice of withdrawal. In addition, the Host LEA will provide each Member District with notice of the withdrawal of any other Member District within fourteen (14) days of receipt of such notice. In the event of the withdrawal of a Member District and the cessation of contributions from the withdrawing Member District, the total cost for the provision of the independent consultants, as set forth in this Agreement, shall be apportioned among the remaining Member Districts participating in this Agreement.

9. All records and documents maintained or utilized pursuant to the terms of this Agreement shall be available and open to public inspection during business hours at the Board Office of each Member District.

10. This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the respective parties hereto.

11. The rights and responsibilities under this Agreement may not be assigned, transferred, hypothecated or otherwise delegated to any third party, whether voluntarily, involuntarily or by operation of law, without the prior written consent of the other parties to this Agreement.

12. Any dispute under this Agreement shall be resolved by the Executive County Superintendent of Schools, pursuant to N.J.S.A. 18A:18A-14.

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SIGNATURE PAGES TO FOLLOW

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be signed and executed by their authorized corporate officers and their respective seals to be hereto affixed the day and year above-written.

ATTEST

CLOSTER

Business Administrator/
Board Secretary

Board President

Dated: _____

Dated: _____