

SHARED SERVICES AGREEMENT

Bergen County Region III Council for Special Education

THIS SHARED SERVICES AGREEMENT (“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 collectively referred to as the “Member Districts” or “Parties”) is to be in effect from July 1, 2022 to June 30, 2032.

WITNESSETH

WHEREAS, the Uniform Shared Services and Consolidations Act, N.J.S.A. 40A:65-1 et seq. authorizes two or more districts to enter into a shared services agreement for the provision of joint services; and

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

WHEREAS, it is the desire of all Parties to enter into such Agreement for said purposes.

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, for the term of this agreement, act as the Member District which is responsible for the provision of services as more particularly set forth in this Agreement.

2. The Host LEA shall employ a shared Director, three full-time Behavioral Consultants, one full-time Social Skills Counselor, and a shared administrative assistant/coordinator. The Host LEA shall provide office space to the Director and administrative assistant/coordinator.

3. The Host LEA Superintendent will have the same authority and responsibility for the appointment, evaluation and retention of personnel with respect to these positions as for other district staff as set forth in N.J.S.A. 18A:1-1 et. seq. The parties to this agreement shall meet in March of each year to discuss staffing levels for the following school year.

4. The Host LEA will have the same oversight authority and responsibility for regional services as it does for its other district programs and operations as set forth in N.J.S.A. 18A:1-1 et. seq.

5. The proposed Region III budget for the 2022-2023 school year is \$682,290 which includes a Behaviorist, Social Skills Counselor, Independent Consultant (specified in a separate Joint Purchasing Agreement), After School Social Skills Counselor (Hand in Hand) and special education and non-public transportation programs (specified in a separate Joint Purchasing Agreement). The 2022-2023 budget includes the salaries and benefits of the employees referenced in paragraph 2, as well as after-school social skills counselors' stipends; travel expenses; regional and inter-regional in-service (staff development) workshops; equipment; supplies; auditor's fees; office supplies/testing materials; and independent consultants. The traditional Host LEA fee that covers the cost of facilities, custodial services, insurance, transportation logistics, technology, postage, and utilities, as well as the estimated prorated share of other administrative costs will not be charged for the 2022-2023 school year.

6. For each school year throughout the term of this Agreement, 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 Region III budget, and any Host LEA fee and administrative costs to be charged for the next school year.

7. Each of the participating Member Districts agrees to pay its share of the cost for the operation of the Bergen County Region III Council for Special Education (“Region III Council”) and for participating in this Agreement, 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. Each Member District’s share of the costs shall be paid to the Host LEA in quarterly installments, with the first payment due July 1, 2022. In addition to the calculated share of the budgeted cost due for the 2022-2023 school year, each Member District shall pay its prorated share of the agreed-upon budgeted Host LEA fee and administrative costs allocable to the operation of the Region III Council for each school year thereafter for the remaining term of the Agreement. The services to be provided by the Host LEA to the school districts of Alpine, Closter, Demarest, Harrington Park, Haworth, Northvale, Norwood, and Old Tappan include the services of the Director whose responsibilities will be to coordinate special education initiatives, provide technical assistance, and staff development programs in accordance with current trends and Federal and State mandates. The Director will also assist the Districts in the recruitment and hiring of Special Education personnel. In addition, the Director will survey the Special Education needs of each District on an annual basis. The Director shall be responsible for the gathering of data and submission of reports to the Region III, Special Education Advisory Council. The Director shall be available on an as-needed basis and may be

contacted directly by the Member Districts. These and other responsibilities are specified in the attached "Job Description of the Director".

The Behavior Consultant shall be responsible for conducting functional behavioral assessments, and for designing modifications and accommodations for students. The Behavior Consultant shall also complete PLAAFP's for students receiving behavior support services and shall attend I&RS/RTI, child study team and IEP meetings as needed. These and other responsibilities are specified in the attached Behavior Consultant job description.

8. The superintendents of the Member Districts shall meet to discuss the implementation of this Agreement, as well as the implementation of any Joint Purchasing Agreements and to make suggestions and recommendations to the Host LEA. The Director of Region III shall schedule meetings with Member District Superintendents on a monthly basis. The Director shall also meet with district Child Study Team Chairpersons on a monthly basis or as needed if sooner than on a monthly basis.

9. 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 policies for coverage of any loss or claim that may arise in connection with the implementation of this Agreement.

10. This Agreement shall begin on July 1, 2022 and shall remain in effect until June 30, 2032. Each of the Member Districts 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. 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. 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 the operation of its share of the cost for the operation of the Bergen County Region III Council for Special Education through the school year following the school year in which the Member District failed to provide the required minimum notice of withdrawal. 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 operation of the Bergen County Region III Council for Special Education, as set forth in this Agreement, shall be apportioned among the remaining Member Districts' participating in the Region III Council.

11. All records and documents maintained or utilized pursuant to the terms of the Agreement shall be available and open to public inspection during normal business hours at the Board Office of each of the Region III Member Districts.

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

13. 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.

14. This agreement shall be governed, construed and interpreted in accordance with the law of the State of New Jersey. The Superior Court of the State of New Jersey, in the County of Bergen, shall have jurisdiction to hear and determine any claim or disputes pertaining directly

or indirectly to the Agreement or to any matter arising therefrom. Each of the parties hereby expressly submits and consents in advance to such jurisdiction in any action or proceeding commenced by the other in such court.

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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: _____