

SHARED SERVICES AGREEMENT

Northern Valley Curriculum Consortium

THIS CURRICULUM CONSORTIUM AGREEMENT (“Agreement”) made and entered into this 1st day of July, 2022, by and between the NORTHERN VALLEY HIGH SCHOOL DISTRICT (hereinafter referred to as “the Host LEA”), and Closter, Demarest, Harrington Park, Haworth, Norwood, Northvale, 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 the operation of the Northern Valley Curriculum Consortium (“Consortium”) in accordance with the terms set forth herein.

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 the employees of the Northern Valley Curriculum Center (“NVCC”): a Regional Director of Curriculum and Instruction, a Supervisor of Staff

Development, a full-time Administrative Assistant, and a part-time Associate Secretary. The Host LEA shall provide office space to the NVCC Staff.

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.

4. The Host LEA Board of Education 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 NVCC budget for the 2022-2023 school year is \$751,725, which includes Curriculum and Instruction, Staff Development, VIA, and CRT programs. The 2022-2023 NVCC budget includes the salaries and benefits of the employees referenced in paragraph 2, as well as consultant costs, transportation, office supplies, professional services, membership expenditures, research and instructional materials, technology supplies, auditors' fees, printing and copying, room rentals, travel expenses, supplies, membership fees, advisor stipend, and the Host LEA fee. The Host LEA fee in the amount of 3.5% of the budget covers the cost of facilities, custodial services, and utilities, as well as the estimated prorated share of other administrative costs.

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 NVCC budget, and any Host LEA fee and administrative costs to be charged for the next school year.

7. The Host LEA and each Member District of the Consortium agrees to pay its prorated share of the cost for the operation of the NVCC based upon the Member District's 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 of the Consortium will be derived by dividing each respective District's ASSA enrollment by the combined, total ASSA enrollment of all Member District's participating in the Consortium. 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 share of the agreed-upon budgeted cost and any Host LEA fee and administrative costs allocable to the operation of the NVCC for each school year thereafter for the remaining term of the Agreement. The services to be provided by the Host LEA to the Districts of Closter, Demarest, Harrington Park, Haworth, Norwood, Northvale, and Old Tappan include the services of the Regional Director of Curriculum and Instruction whose responsibilities will be to coordinate curriculum initiatives and staff development programs. The Director shall also be responsible for making recommendations for curriculum development and improvement of instruction. The Director will be responsible for the implementation of federal and state aid programs. He/she will work with fellow administrators, teachers and special services personnel to cooperatively plan and put into action the educational programs appropriate for every child. The Director shall study state and national curriculum standards and advise of their merit. The Director shall provide leadership with curriculum specialists in the development of curriculum guides, task analyses and assessment protocols. These and other responsibilities are specified in the attached "Job Description of Regional Director of Curriculum and Instruction." The Director will be available on an as-needed basis and may be contacted directly by the Member Districts.

8. The supervisor of staff development shall provide continuous growth opportunities for staff members, including the creation and presentation of staff development programs and follow-up coaching visits. He/she is responsible for the continuing direction and

guidance of the work of the instructional personnel in the staff development program. He/she will also prepare a staff development offering catalog for regional communication of activities and shall provide assistance in the alignment of professional development concepts with the K-12 curriculum.

9. 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 Curriculum and Instruction shall schedule meetings with the Member District Superintendents 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 insurance 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. 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 for the operation of the Consortium and the NVCC through the school year following the school year in which the Member District failed to provide the required minimum notice of

withdrawal. 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 operation of the NVCC and the Consortium, as set forth in this Agreement, shall be apportioned among the remaining Member Districts participating in the Consortium.

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 Member District.

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.

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 School District

Business Administrator/
Board Secretary

Board President

Dated: _____

Dated: _____