

AGREEMENT

THIS AGREEMENT, made as of the 7th day of ~~September~~^{October}, 2014, by and between the BOARD OF EDUCATION OF THE BOROUGH OF SADDLE RIVER, having its offices at the Saddle River Elementary School East Allendale Road, Saddle River, New Jersey (hereinafter referred to as the "Saddle River Board") and the BOARD OF EDUCATION OF THE BOROUGH OF RAMSEY, having its offices at 266 East Main Street, Ramsey, New Jersey (hereinafter referred to as the "Ramsey Board").

W I T N E S S E T H :

WHEREAS, pursuant to the provisions of N.J.S.A. 18A:38-8 et seq., the Ramsey Board is now furnishing education for the pupils of the School District of the Borough of Saddle River in grades 6 through 8 pursuant to a sending-receiving relationship; and

WHEREAS, the Board of Education of the Borough of Ramsey and the Board of Education of the Borough of Saddle River executed an Agreement dated as of January 25, 2005 governing the terms of the sending-receiving relationship between them through June 30, 2014; and

WHEREAS, the Board of Education of the Borough of Ramsey and the Board of Education of the Borough of Saddle River desire to continue, with certain modifications, the present sending-receiving relationship for the furnishing of education for the pupils of the School District of the Borough of Saddle River in

grades 6 through 8 (the Middle School) and, in connection therewith, to execute the within Agreement amending, in certain respects, the terms and conditions of said sending-receiving relationship and of the Agreement dated as of January 25, 2005.

NOW, THEREFORE, in consideration of the foregoing and of all the mutual promises, covenants and undertakings hereinafter set forth, it is hereby agreed by and between the parties hereto as follows:

1. The School District of the Borough of Ramsey shall continue to serve as the exclusive receiving district for the pupils of the School District of the Borough of Saddle River in grades 6 through 8 through June 30, 2024.

2. Commencing September 1, 2014 (for the 2014-15 school year), and for each remaining school year during the term of this Agreement (and subject to the provisions of paragraph 4 below) the Saddle River Board of Education will provide for and make payment of tuition to the Ramsey Board of Education in an amount determined in accordance with the applicable provisions of N.J.S.A. 18A:38-19 and N.J.A.C. 6A:23A-17.1, applied retroactively, however, based upon the school year which is two (2) academic years prior to the current academic year of the Agreement for which tuition is being determined, and less fifteen (15%) percent of the amount so determined. By way of illustration, tuition for the 2014-15 school year shall be, at

maximum, the actual audited cost per pupil for the 2012-13 school year for grades 6-8 in the Ramsey School District, as determined by the New Jersey State Department of Education, Division of Finances and Regulatory Services, less fifteen (15%) percent of such actual audited cost per pupil for the 2012-13 school year. In making such a determination for each year of the within Agreement, Saddle River pupil numbers shall be calculated based upon the average daily enrollment of Saddle River pupils in attendance at Ramsey Smith School for said year. The tuition figure for each year of the term of the within Agreement shall be adjusted during said year, and payment shall be made no later than the July 15th immediately following the conclusion of said year, based upon the average daily enrollment of Saddle River pupils in attendance at Ramsey Smith School during said year. The parties also agree that the tuition per pupil to be paid by the Saddle River Board of Education during any school year during the term of this Agreement shall increase by a percentage not greater than three (3%) percent above the tuition per pupil paid by the Saddle River Board of Education in the preceding school year.

3. (a) In addition to the payment of tuition as provided in paragraph 2 above, the Saddle River Board of Education agrees that it shall also be responsible to make payment to the Ramsey Board of Education on account of certain additional costs which may be incurred with respect to Saddle River pupils who are either

classified and/or eligible for special education and/or related services under the provisions of the New Jersey Administrative Code, N.J.A.C. 6A:14-1 et seq., the Individuals with Disabilities Education Act, 20 U.S.C.A. §1400 et seq., and/or Section 504 of the Rehabilitation Act of 1973, 29 U.S.C.A. §794. More specifically, the Saddle River Board of Education agrees that, with respect to any Saddle River pupils to whom the Ramsey Board of Education may be required to provide bedside and/or home instruction, the Saddle River Board of Education shall reimburse the Ramsey Board of Education for such services on an actual cost basis for bedside and/or home instruction.

(b) In addition, the Saddle River Board of Education agrees that, with respect to any Saddle River pupils with an educational disability to whom the Ramsey Board of Education may be required to provide educational programs and/or related services, and except as provided in subparagraph (c) below with respect to Resource Center programs, the Saddle River Board of Education shall reimburse the Ramsey Board of Education for the costs of such programs and/or related services in accordance with the actual cost for such programs and/or related services.

(c) All Saddle River classified pupils receiving Resource Center services shall receive those services at a cost calculated to be the regular education pupil tuition, as set forth in paragraph 2 (the tuition determined in accordance with the

applicable provisions of N.J.S.A. 18A:38-19 and N.J.A.C. 6A:23A-17.1, applied retroactively based upon the school year which is two (2) years prior to the current year of the Agreement for which tuition is being determined and less fifteen (15%) percent of the amount so determined, plus \$1,000.00 for each Resource Center pupil. The parties also agree that the tuition to be paid for each Resource Center pupil for any school year during the term of this Agreement shall increase by a percentage not greater than three (3%) percent above the tuition per Resource Center pupil paid by the Saddle River Board of Education in the preceding school year.

4. Commencing with the 2014-15 school year, and continuing during each year of the Agreement, an annual credit in the total amount of \$80,000.00 will be deducted from the total sum of the High School and Middle School tuition payments as calculated in accordance with Sections 2 and 3 of this Agreement and of the High School Agreement.

5. The Board of Education of the Borough of Ramsey and the Board of Education of the Borough of Saddle River agree that, prior to providing any specialized services to any Saddle River pupil, the cost of which the Saddle River Board of Education would be responsible for under the provisions of paragraph 3 above, the Saddle River Superintendent of Schools, or his or her designee and the Saddle River Child Study Team Case Manager shall be notified

and consulted with in advance of such services being provided. In addition, the Saddle River Superintendent of Schools, and/or his or her designee and the Saddle River Child Study Team Case Manager shall be notified in advance and consulted with concerning any recommendation which may be made by the Ramsey Child Study Team of a proposed placement of a Saddle River pupil in a special education program other than in the Ramsey Public Schools, including but not limited to all out-of-district educational program options provided for in N.J.A.C. 6A:14-4.3. In addition, the Board of Education of the Borough of Ramsey and the Board of Education of the Borough of Saddle River agree that, in the event of any claim which may be asserted or legal proceeding commenced, with respect to any Saddle River pupil who is either classified and/or eligible for special education and/or related services, including but not limited to claims or legal proceedings with respect to the referral, evaluation, classification, placement or program of any such pupil, the Ramsey Superintendent of Schools, and/or his designee and other appropriate representatives of the Ramsey School District, shall consult with the Saddle River Superintendent of Schools and/or the Saddle River Child Study Team Case Manager. Following such consultation as to the nature of the claims asserted and the appropriate position and defenses to be asserted in response thereto, the parties shall first endeavor to determine whether either of the district insurance carriers shall

provide coverage and/or assign legal counsel. In the event that there is no insurance coverage the Board of Education of the Borough of Saddle River shall have the right, in consultation with the Ramsey Board of Education, and with the approval of the Ramsey Board of Education, which approval shall not be unreasonably withheld, to select its own legal counsel at its own expense or the right to utilize Ramsey Board of Education's legal counsel and shall be responsible for, and shall indemnify the Ramsey Board of Education with respect to all necessary and related legal expenses incurred in the defense of such claim, including but not limited to the legal expenses, if any, incurred by the Ramsey Board of Education and any legal costs which may be imposed on behalf of the Saddle River pupil by Order of any agency or court.

6. In the event any circumstances shall arise which raise the possibility of issues relating to the harassment, intimidation or bullying involving a Saddle River Pupil, the Ramsey Superintendent of Schools, or his designee, shall, upon the commencement of an HIB investigation, contact the Saddle River Superintendent of Schools, or his/her designee, at the earliest possible date and, pending such investigation as may be required, only such information as may be disclosed in accordance with applicable law shall be made available pending the completion of the investigation.

7. The Board of Education of the Borough of Ramsey and the Board of Education of the Borough of Saddle River agree that, for purposes of the calculation of the tuition set forth in paragraph 2 above, the provisions of N.J.S.A. 6A:23A-17.1 shall not apply, which provision is specifically waived by the Board of Education of the Borough of Ramsey.

8. The Board of Education of the Borough of Ramsey and the Board of Education of the Borough of Saddle River agree that the sending-receiving relationship which is the subject of the within Agreement, shall not, during the term of this Agreement, be terminated except as provided in Title 18A of the Revised Statutes of New Jersey and, specifically, in N.J.S.A. 18A:38-13 and 18A:38-21, or as otherwise provided for in paragraph 9 hereinafter.

9. In the event that (i) any provision of the within Agreement, or any interpretation, application or administration thereof, shall be determined by any Court or an Administrative Agency having jurisdiction thereof to be contrary to law, or (ii) the Agreement shall be declared null and void by any Court or an Administrative Agency having jurisdiction thereof, the parties agree that the sending-receiving relationship which is the subject of the within Agreement shall then be subject to the provisions of N.J.S.A. 18A:38-13, N.J.S.A. 18A:38-19 and 18A:38-21, and all applicable provisions of the New Jersey Administrative Code.

10. Throughout the term of the within Agreement, there shall continue to be a Liaison Committee, consisting of such appropriate members of the administrative staffs and members of the Boards of Education as may be designated by the Board of Education of the Borough of Ramsey and the Board of Education of the Borough of Saddle River. Said Liaison Committee shall meet from time to time as they may deem to be appropriate and as they shall determine. The Board of Education of the Borough of Saddle River shall also designate one member of the Saddle River Board to serve as a non-voting board liaison to the Ramsey Board of Education and shall be provided a seat on the dais at all public sessions of the Ramsey Board of Education and shall be permitted to participate during such public sessions in a manner consistent and in accordance with the Ramsey Code of Conduct and applicable statutes and Regulations. In addition, the Board of Education of the Borough of Ramsey agrees that it shall furnish to the Board of Education of the Borough of Saddle River copies of all notices of Board meetings of the Ramsey Board of Education, together with the agenda for such meetings, sufficiently in advance of all such meetings so as to also allow representatives of the Saddle River Board of Education to attend such meetings if so desired.

11. The Board of Education of the Borough of Ramsey and the Board of Education of the Borough of Saddle River agree that the Boards of the respective Districts, and the Superintendents of

Schools of the respective Districts, shall meet not less than semi-annually in order to discuss inter-District articulation issues and any other appropriate issues. The Ramsey Superintendent of Schools shall establish dates for such meetings and shall advise the Saddle River Superintendent of Schools of same by not later than the July 1st prior to each school year. In addition, inter-District curricular and program articulation meetings, to be attended by appropriate staff members from both Districts, shall be conducted not less than 4 times per year.

12. Should the Saddle River Board of Education determine not to continue the sending-receiving relationship created by this Agreement for the pupils of the School District of the Borough of Saddle River in grades 6 through 8, subsequent to June 30, 2014, and shall initiate action to terminate said sending-receiving relationship, resulting in a Final Judgment (including any appeals which may be taken therefrom) terminating such sending-receiving relationship prior to the expiration of the term of this Agreement (i.e. June 30, 2024), then, and in such event, effective as of the July 1st immediately following the date upon which Saddle River initiated such action to terminate the sending-receiving relationship, and for any such time remaining in the sending-receiving relationship, all discounts and credits provided in this Agreement are voided and the Saddle River Board of Education will

pay the non-discounted tuition as provided in N.J.S.A. 18A:38-19 and N.J.A.C. 6A:23A-17.1.

13. On or before October 1, 2023 (the final academic year of the current Agreement) the Saddle River Board of Education shall submit to the Ramsey Board of Education an executed Letter of Intent, duly authorized by Resolution adopted by the Saddle River Board of Education, evidencing its intention to continue the sending-receiving relationship subsequent to June 30, 2024. In the event that such Letter of Intent is provided to the Ramsey Board of Education on or before October 1, 2023, the Ramsey Board of Education and the Saddle River Board of Education shall execute a written successor Agreement, for the successor term commencing July 1, 2024, not later than one year from the date on which the Letter of Intent is provided to the Ramsey Board of Education. In the event that the parties have not executed a written successor Agreement by said date (one year from the date on which the Ramsey Board of Education is provided with the Letter of Intent), all discounts and credits provided in this Agreement are voided as of the July 1st immediately following said one year period from the date on which the Ramsey Board of Education was provided the Letter of Intent, and the sending-receiving relationship which is the subject of the within Agreement shall then be subject to all of the provisions of N.J.S.A. 18A:38-13, N.J.S.A. 18A:38-19 and N.J.S.A. 18A:38-21, and all applicable provisions of the New

Jersey Administrative Code, including but not limited to N.J.A.C. 6A:23A-17.1. In the event that the Saddle River Board of Education shall not submit an executed Letter of Intent to the Ramsey Board of Education on or before October 1, 2023, evidencing its intention to continue the sending-receiving relationship subsequent to June 30, 2024, all discounts and credits provided in this Agreement are voided as of July 1, 2024 (but not retroactively), and the sending-receiving relationship which is the subject of the within Agreement shall then be subject to all of the provisions of N.J.S.A. 18A:38-13, N.J.S.A. 18A:38-19 and N.J.S.A. 18A:38-21, and all applicable provisions of the New Jersey Administrative Code, including but not limited to N.J.A.C. 6A:23A-17.1.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective officers and the corporate seals to be affixed thereto the day and year first above written.

ATTEST:

BOARD OF EDUCATION OF THE
BOROUGH OF RAMSEYBy: 
President

ATTEST:

BOARD OF EDUCATION OF THE
BOROUGH OF SADDLE RIVERBy: 
President