

TO 2024

H.S.

9-12

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 at 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 high school education (grades 9 through 12) for the pupils of the School District of the Borough of Saddle River 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 high school education (grades 9 through 12) for the pupils of the School District of the

Borough of Saddle River 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 a receiving district for the pupils in grades 9 through 12 of the School District of the Borough of Saddle River through June 30, 2024. The parties hereto acknowledge and agree that in addition to the designation of the School District of the Borough of Ramsey as a receiving district for the pupils in grades 9 through 12 of the School District of Saddle River, the School District of the Borough of Saddle River has also designated Northern Highlands Regional High School as a receiving district for the pupils in grades 9 through 12 of the School District of Saddle River. The parties hereto further acknowledge and agree that, under such a dual designation arrangement, Saddle River pupils who are entering 9th grade in any school year during the term of the within Agreement, or during any school year thereafter during which such dual designation shall remain in effect, shall have the right to choose which of the two high schools (either Ramsey or Northern Highlands) the pupil wishes to utilize for his or her high school career, the tuition for which high school will then be paid by the Saddle River Board of Education.

The parties further acknowledge and agree that, under such a dual designation arrangement, any pupil who becomes a Saddle River pupil at any time later than as an entering 9th grade pupil, in any school year during the term of the within Agreement, or during any school year thereafter during which such dual designation shall remain in effect, shall have the right to choose which of the two high schools (either Ramsey or Northern Highlands) the pupil wishes to utilize for the remainder of his or her high school career, the tuition for which high school will then be paid by the Saddle River Board of Education.

After a pupil makes an initial choice of attendance at either Ramsey High School or Northern Highlands High School, a pupil may either transfer between the two high schools or alter his or her choice of one of the two high schools **one time** subject to the following conditions:

- a. If the request to transfer or alter the choice is received from the pupil by the relevant Board of Education before September 1st or the day before the commencement of a school year whichever is earlier hereinafter referred to as the "Deadline Date") of a school year and pertaining to that school year, the relevant pupil may attend either Ramsey High School or Northern Highlands High School to which the transfer is requested or for which the choice is altered at public expense;
- b. If such request to transfer or alteration of choice is received on or after the "Deadline Date" and pertains to

that school year, the relevant pupil shall be permitted to attend the high school for which transfer is requested or choice of high school is altered after the Deadline Date, provided that pupil shall be a private placement student and tuition for that school year shall be paid by such pupil or his or her family/guardians, provided however, that subsequent school years as the second high school shall be at public expense.

- (i) For example, if such pupil shall apply for transfer from one high school to the other or changes his or her initial choice of one high school to the other, and directs such application to any of the three school districts prior to **the Deadline Date**, and the student has never before requested a transfer or change of choice, the pupil shall attend the high school for which the transfer or change of choice is requested at public expense for the subsequent school year and thereafter. However, if the notification is received by any of the

three relevant districts after **the Deadline Date**, attendance at the high school to which the transfer or change of choice is requested shall be at the sole and exclusive expense of pupil and his or her parents for the following school year and at public expense only for subsequent years where relevant.

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 the following discounts:

- (a) Fifteen (15%) percent of the amount so determined for each Saddle River pupil, up to and including 30 pupils, attending Ramsey High School;
- (b) Twenty-five (25%) percent of the amount so determined for each Saddle River pupil between 31 and 40 attending Ramsey High School;

- (c) Thirty-five (35%) percent of the amount so determined for each Saddle River pupil above 40 pupils attending Ramsey High School.

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 9-12 at Ramsey High School, 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, for each Saddle River pupil up to and including 30 pupils (including both Regular Education and Resource Room pupils), attending Ramsey High School and less twenty-five (25%) percent of such actual audited cost per pupil for the 2012-13 school year for each Saddle River pupil between 31 and 40 (including both Regular Education and Resource Room pupils) attending Ramsey High School, and less thirty-five (35%) percent of such actual audited cost per pupil for the 2012-13 school year for each Saddle River pupil above 40 (including both Regular Education and Resource Room pupils) attending Ramsey High School. 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 High 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 High 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 Room 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 Middle 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 positions 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.A.C. 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, 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 of Education 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 July 1 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.

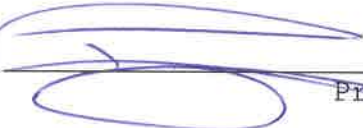
12. Should the Saddle River Board of Education determine not to continue the sending-receiving relationship created by this Agreement, for the pupils of the School District of the Borough of Saddle River in grades 9 through 12, subsequent to June 30, 2014, and shall initiate action to terminate said 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.

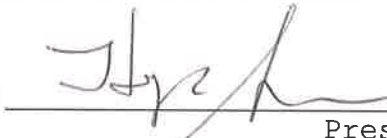
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective officers and the corporate seals to be affixed thereto the day and year first above written.

ATTEST:

BOARD OF EDUCATION OF THE
BOROUGH OF RAMSEYBy: 

President

ATTEST:

BOARD OF EDUCATION OF THE
BOROUGH OF SADDLE RIVERBy: 

President