

**SHARED SERVICES AGREEMENT  
BOARD CERTIFIED BEHAVIOR  
ANALYST SERVICES**

**THIS AGREEMENT** made this 1st day of July, in the year Two Thousand and Seventeen, by and between Hunterdon Central Regional High School Board of Education (hereinafter referred to as "Hunterdon Central"), having offices located at 84 Route 31 Flemington, New Jersey 08822 and the Readington Township Board of Education (hereinafter referred to as "Readington"), having offices located at 52 Readington Road, Whitehouse Station, New Jersey 08889;

**WHEREAS**, the Uniform Shared Services and Consolidation Act, *N.J.S.A. 40A:65-1 et seq.*, authorizes public entities to enter into a contract with each other to subcontract any service which one of the parties to the agreement is empowered to render within its own jurisdiction including services incidental to the primary purposes of any of the participating entities; and

**WHEREAS**, Readington and Hunterdon Central are both authorized to provide Board Certified Behavior Analyst (hereinafter referred to as "BCBA") services for their respective entities; and

**WHEREAS**, Readington and Hunterdon Central are of the opinion that the BCBA services can be more efficiently and economically provided to each party through a joint agreement for such services (hereinafter referred to as "the Agreement"); and

**WHEREAS**, the parties are desirous of entering into an shared services agreement which would authorize the sharing of BCBA services for both districts;

**NOW THEREFORE**, it is hereby agreed by and between the parties as follows:

1. Readington agrees to employ the BCBA and provide benefits for the BCBA who is employed as a full time, 10-month employee.
2. Readington will compensate and pay for all employee benefits to which the BCBA is entitled to as an employee of Readington. Readington will also account for the BCBA attendance record.
3. Readington will approve all requests for professional development with a registration cost in excess of \$150 after discussing the BCBA's requests with Hunterdon Central

and receiving its approval. These costs are not part of the agreement and will be invoiced separately at 50% of the cost.

4. Readington and Hunterdon Central shall be responsible for their own respective costs within their districts for supplies needed and any other costs that are directly related to the district which may also include in-district travel or travel directly related to the district.
5. Both districts will agree to an annual schedule for the BCBA to share this service with the understanding that it may be modified with the approval of both districts in order to compensate for absences or specific needs within the district.
6. Additional hours for the Extended School Year (hereinafter referred to as “ESY”) or summer work shall be individually approved by Hunterdon Central and Readington. The schedule for such summer work shall be coordinated with both districts.
7. The cost to reimburse Readington by Hunterdon Central for a 10-month BCBA is estimated to be \$49,000, with actual costs invoiced. The estimated costs are as follows:

• Salary	\$75,000
• Medical/Dental	\$28,499
• Less Employee Cont.	(\$ 6,554)
• Unemployment	\$ 470
• Workers Compensation	<u>\$ 585</u>
• Total Cost	\$98,000
• 50% share	\$49,000
8. Hunterdon Central agrees to reimburse Readington for 50% of the costs associated with salary; net cost of medical, prescription, and dental benefits; unemployment contributions; workers compensation insurance; and any other benefits to which the BCBA is entitled. Readington will send 10 monthly invoices to Hunterdon Central for this purpose and Hunterdon Central will pay said invoices within 30 days.
9. The cost to reimburse Readington by Hunterdon Central for ESY or summer work is \$60.90/hour for the 2017-2018 school year, plus contributions for social security and Medicare taxes, with the actual costs invoiced to Hunterdon Central.
10. In the event of ESY or summer work, Readington will send a monthly invoice for services rendered to Hunterdon Central and Hunterdon Central will pay said invoices within 30 days.

## **OTHER TERMS**

- A. **Duration.** This Agreement shall commence on July 1, 2017 and shall end on June 30, 2018.
- B. **Renewal.** The parties shall determine whether or not they will renew this Agreement no later than April 15, 2018. Said renewal shall be in writing and approved by each party by formal resolution before becoming effective. This Agreement may be renewed by agreement of the parties on a yearly

basis in accordance with the procedures set forth above. The cost of the renewal will be determined based on actual costs for the items listed in number 8 above and shared equally by both districts. The ESY rate listed in number 9 above will be determined annually by Readington.

- C. Termination on Notice.** Either party may terminate this Agreement for any reason by giving the other party 120 days' written notice of its intention to terminate.
- D. Mutual Indemnification.** Hunterdon Central assumes all liability for, and agrees to indemnify and hold Readington and its agents, servants, employees, students, guests, licensees and invitees, harmless from and against any and all claims, losses, damages, injuries and expenses, including reasonable attorney's fees, arising out of, resulting from, or incurred in connection with, any acts or omissions by Hunterdon Central, its agents, servants or employees related to the performance of Hunterdon Central's obligations under the terms of this Agreement. Likewise, Readington assumes all liability for, and agrees to indemnify and hold Hunterdon Central and its agents, servants, employees, harmless from and against any and all claims, losses, damages, injuries and expenses, including reasonable attorney's fees, arising out of, resulting from, or incurred in connection with, any acts or omissions by Readington, its agents, servants or employees related to the performance of Readington's obligations under the terms of this Agreement.
- E. Insurance.** Both parties shall maintain full and complete liability insurance, in limits not less than the maximum amounts of liability coverage now maintained by each party, throughout the term of this Agreement.
- F. Modification.** This Agreement may only be modified by an instrument in writing signed by both parties to the Agreement.
- G. Severability.** If any of the provisions contained in this Agreement are held illegal, invalid or unenforceable, the remaining provisions shall remain in full force and effect.
- H. Governing Law.** This Agreement shall be governed, construed and interpreted in accordance with the law of the State of New Jersey as it applies to contracts made and performed in New Jersey. The Superior Court of the State of New Jersey, in the County of Hunterdon, 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.
- I. Notice.** All notices pertaining to the Agreement shall be in writing, and delivered in person or sent certified mail to the parties at the following address: For Readington: Business Administrator/Board Secretary, Readington Township Board of Education, 52 Readington Road, Whitehouse Station, New Jersey 08889. For Hunterdon Central Regional: Business Administrator

/Board Secretary, Hunterdon Central High School Board of Education, 84 Route 31, Flemington, New Jersey 08822

- J. Assignment.** Neither party may transfer or assign any of its rights or obligations under this Agreement without the prior written consent of the other, and any such transfer or assignment or attempt thereat shall be null and void.
- K. Section Headings.** Section headings are for reference purposes only and shall not in any way affect the meaning or interpretation of any provision of this Agreement.
- L. Counterparts.** This Agreement may be executed in any number of counterparts, which, taken together, shall constitute but one instrument. It is not necessary that all parties sign all or any one of the counterparts, but each party must sign at least one counterpart for the Agreement to be effective.
- M. Public Inspection.** A copy of this document shall be available for public inspection at the offices of both parties immediately after passage of a resolution to become a party to the Agreement in accordance with *N.J.S.A. 40A:6S-S(b)*.

**IN WITNESS WHEREOF**, the parties have hereunto caused these presents to be signed by their proper corporate officers and caused their proper corporate seals to be hereunto affixed, the day and year first above written.

WITNESS:

HUNTERDON CENTRAL REGIONAL HIGH SCHOOL BOARD OF EDUCATION

\_\_\_\_\_  
GYMLYN CORBIN  
Business Administrator/Board Secretary

BY: \_\_\_\_\_  
DEBBIE LABBADIA  
Board President

DATED: \_\_\_\_\_

DATED: \_\_\_\_\_

WITNESS:

READINGTON TOWNSHIP BOARD OF EDUCATION

\_\_\_\_\_  
JASON BOHM  
Business Administrator/Board Secretary

BY: \_\_\_\_\_  
LAURA SIMON  
Board President