

**SHARED SERVICES AGREEMENT**  
**ENGLISH AS A SECOND LANGUAGE TEACHER**

**THIS AGREEMENT** made this \_\_\_\_\_ day of June 2019, in the year Two Thousand and Nineteen, by and between the Franklin Lakes Board of Education ("Franklin Lakes Board" or "Franklin Lakes"), having offices located at 490 Pulis Avenue, Franklin Lakes, New Jersey 07417, and the Wyckoff Board of Education ("Wyckoff Board" or "Wyckoff"), having offices located at 241 Morse Avenue, Wyckoff, New Jersey 07481.

**WITNESSETH**

**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 the parties to an agreement are empowered to render within its own jurisdiction, including services incidental to the primary purposes of any of the participating entities;

**WHEREAS**, the Franklin Lakes Board and the Wyckoff Board are both authorized to provide the services of an English as a Second Language teacher ("ESL teacher") for their respective school districts;

**WHEREAS**, the Franklin Lakes Board appointed an ESL teacher for the 2019-2020 school year;

**WHEREAS**, the Franklin Lakes and the Wyckoff Board are of the opinion that these services can be more efficiently and economically provided to their respective entities through a joint agreement for the subcontracting of such services;

**WHEREAS**, the parties are desirous of entering into a shared services agreement which would authorize the subcontracting of the services of the Franklin Lakes Board's ESL teacher to the Wyckoff School District; and

**NOW THEREFORE**, based on the foregoing premises, and in consideration of the mutual promises and covenants of the parties as set forth below, both parties agree as follows:

1. **Services to be Performed**

The Franklin Lakes Board agrees to provide the Wyckoff with the services of an ESL teacher in the Wyckoff School District in accordance with a schedule to be mutually developed by the

parties. The ESL teacher shall be deemed an employee of the Franklin Lakes Board.

2. Standards and Scope of Performance

The ESL teacher shall perform the duties of an ESL teacher in accordance with applicable state law, the policies and procedures of the relevant district in which he/she is performing services, and the job description adopted by the Franklin Lakes Board. The ESL teacher's performance shall be reviewed in accordance with the methods and frequencies provided in each district's policies pertaining to the evaluation of teachers. The annual performance evaluation of the ESL teacher shall be conducted by the Franklin Lakes Board after receiving the input of the Wyckoff Board.

3. Costs

The Wyckoff Board shall pay the Franklin Lakes Board forty-percent (40%) of the ESL teacher's annual salary and benefits. The Franklin Lakes Board shall provide written notice of the ESL teacher's annual salary and benefits no later than July 1, 2019.

4. Duration

This Agreement shall commence on July 1, 2019 and end on June 30, 2020.

5. Payment Procedures

The Franklin Lakes Board shall submit to the Wyckoff Board a voucher for payment for Wyckoff's proportionate share of the costs set forth in Paragraph 3 of this Agreement in ten equal payments on a monthly basis, which shall be payable on the first day of the month, effective September.

6. Merger

This Agreement merges and supersedes all prior negotiations, representations and/or agreements between the parties relating to the subject matter of this agreement and constitutes the entire contract between the parties.

7. Modification

This Agreement may only be modified on instrument in writing signed by both parties to the Agreement.

8. Waiver

No waiver by either party of any term or condition of the Agreement shall be deemed or construed to constitute a waiver of any other term or condition or of any subsequent breach, whether of the same or a different provision of this Agreement. Neither party may waive any of its rights or any obligations of the other party or any provision of this Agreement except by any instrument in writing signed by that party.

9. 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.

10. 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:

To Franklin Lakes:	Michael J. Solokas Business Administrator/ Board Secretary Franklin Lakes Board of Education 490 Pulis Avenue Franklin Lakes, New Jersey 07417
To Wyckoff:	Patricia Salvati, CPA Business Administrator/ Board Secretary Wyckoff Board of Education 241 Morse Avenue Wyckoff, New Jersey 07481

11. 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 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.

12. 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 threat shall be null and void.

13. 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.

14. 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.

15. 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:65-5(b).

**IN WITNESS WHEREOF**, the parties have hereunto set their hand and seals the day and year first above written.

ATTEST:

FRANKLIN LAKES  
BOARD OF EDUCATION

\_\_\_\_\_  
Michael J. Solokas  
Business Administrator/  
Board Secretary

By: \_\_\_\_\_  
Joseph Rosano  
Board President

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

ATTEST:

WYCKOFF BOARD OF EDUCATION

\_\_\_\_\_  
Patricia Salvati, CPA  
Business Administrator/ Board  
Secretary

By: \_\_\_\_\_  
A. Robert Francin  
Board President

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_