

THIS AGREEMENT is made on the date of execution by and among the **Camden County Educational Services Commission** ("COMMISSION"), as lead entity, and the executing **Local Education Agency / BOE** ("MEMBER"), who along with other Boards of Education are collectively referred to as the "Southern Region Early Childhood Collaborative ("SRECC").

WITNESSETH

WHEREAS, all of the School Districts of the SRECC wish to create a Collaborative for Early Childhood/Preschool Consultation and Staffing Services ("SERVICES") to be provided to the SRECC for the 2024-2025 school year; and

WHEREAS, The COMMISSION has agreed to be the lead entity of the SRECC Collaborative for the School Districts;

WHEREAS, the parties hereto are permitted, in accordance with N.J.S.A. 40A:65-1 et seq., the Uniform Shared Services and Consolidation Act ("Act"), to enter into an Agreement to provide jointly, or through each respective agency itself, such services authorized by the Act, including areas of general government administration, such as shared services and the like; and

WHEREAS, the parties hereto wish to share SERVICES through the SRECC pursuant to the terms herein, in order that they may each experience programmatic expertise, operational efficiencies, and monetary savings from such action;

NOW, THEREFORE, in consideration of the above premises and the mutual promises and covenants herein contained, the parties hereto agree as follows:

1. **Shared Services.**

a. The COMMISSION shall lead and administer the SRECC. The COMMISSION shall hire and employ various professionals including but not limited to, the Program Consultant (CONSULTANT), who will function as the lead representative for the SRECC. The COMMISSION will also, upon the collective request of the SRECC, employ a Preschool Instructional Coach (PIC), a Preschool Intervention & Referral Specialist (PIRS), or a Special Education Teacher, and other staff on as needed basis.

b. The professionals and employees of the COMMISSION are, and shall at all times remain, employees of the COMMISSION. No MEMBER of the SRECC shall recruit or make any offer of employment to any COMMISSION employees throughout the term of this agreement.

c. The CONSULTANT shall support MEMBERS of the SRECC via on-site, virtual and other meeting venues, with developing, monitoring, and maintaining a high-quality preschool program according to NJDOE guidelines and regulations. The CONSULTANT will guide and support districts with developing and updating the preschool program plan and budget, maintaining NJDOE compliance, professional development for preschool staff, parent involvement, inclusion, and P-3 transition. The CONSULTANT will oversee preschool curriculum/assessment and the PIRT process as well as supervise/evaluate COMMISSION staff.

The CONSULTANT does not function as the MEMBER's Early Childhood Supervisor.

d. The PIC shall provide and maintain high levels of quality by assisting and supporting preschool teachers in collaboration with the CONSULTANT. The PIC will visit classrooms on a regular basis to coach teachers and provide feedback using the reflective cycle to improve instruction. The PIC will administer structured program evaluation instruments in fall-winter to measure quality practices in preschool classrooms (i.e. ECERS3, Creative Curriculum Fidelity Tool, TPOT, etc.).

The PIC will utilize performance-based assessment data and results of structured classroom observations to determine and support a high level of curriculum implementation and then plans specific goals and training opportunities, including, but not limited to, modeling classroom practices/lessons, facilitating PLC meetings, planning and implementing workshops, to improve weak areas identified from structured observation instruments (aggregated data), curriculum observation instruments, performance-based assessment results, district evaluation data, and other information. One PIC can serve a maximum of 20 classrooms.

e. The PIRS shall provide coaching for teachers to enhance their use of the Pyramid Model practices in the classroom. The PIRS consults with the Preschool Intervention and Referral Team (PIRT) to provide strategies and possible interventions for the teachers to implement in the classroom to promote the success of all young children. The PIRS will help classroom teachers by providing strategies to support children who are exhibiting difficulty in the classroom and creating, implementing, and monitoring a PIRT intervention plan for each child referred to the team. The PIRS will conduct classroom observations using the Teaching Pyramid Observation Tool (TPOT) at least once per classroom per year and provide ongoing professional development on the use of the Pyramid Model for administrators, teacher assistants, and teachers.

The PIRS can be a combined position with the role of the PIC, with a 50/50 allocation of time assigned to each role. In the combined role, there is a limit of 10 classrooms per PIC/PIRS. The combined PIC/PIRS shall perform the same role and responsibilities included under PIC as well as the PIRS.

f. The Preschool Education Teacher (PSET) shall provide direct instruction to preschool students with disabilities in general education classrooms and consultation services to the classroom teacher, including recommendations for modifications and adaptations of curriculum and instruction.

g. The Consultant, PIC, PIRS, and PSET shall not perform any tasks other than the assignment for which they were hired. For example, they shall not fulfill duties including but not limited to substituting for a teacher/aide, car line duty, bus line duty, cafeteria duty, recess duty, hallway duty, performing aide responsibilities, changing diapers/pull ups, restraint, crisis intervention, etc.

2. **Term & Termination.** The COMMISSION shall provide SERVICES for the 2024-2025 school year.

This Agreement may be terminated by any party with a minimum of one hundred twenty (120) calendar days notice with an effective termination date at the conclusion of any school year (June 30, 20xx) included in the term of this agreement.

3. **Compensation.** For the SRECC Services, SRECC MEMBERS shall pay their apportioned cost for professionals according to the current COMMISSION approved price list.

4. **Benefits.** As an employee of the COMMISSION, the professionals shall be entitled to receive all of the employment benefits contained in their

respective contract with the COMMISSION. All benefits such as paid time off, health insurance and pension shall be the financial responsibility of the COMMISSION.

5. **Insurance.**

a. The COMMISSION shall maintain workers compensation insurance for their employees

b. The SRECC MEMBERS shall ensure that their comprehensive general liability insurance policy will cover the COMMISSION employees in the same manner and to the same extent that it covers all guests of the MEMBER and their respective employees and shall provide proof of such coverage to The COMMISSION prior to the commencement of the Term. The COMMISSION shall be named as an additional insured on such policy and a certificate evidencing same shall be provided to the COMMISSION.

6. **Taxes.** The COMMISSION will be responsible for and will pay social security, unemployment, and other employer payroll taxes for their employees.

7. **Unavailability of Staff.** The obligation of the COMMISSION to provide SERVICES hereunder shall be subject to the availability of The COMMISSION's employees. If for any reason the COMMISSION employees are not available to provide the SRECC Services described hereunder for reasons such as, but not limited to, the termination of employment, disability or death, the COMMISSION shall have the right to suspend the SERVICES under this Agreement and the COMMISSION shall have no obligation to the School Districts for damages, reimbursement for alternative staff or otherwise. In such circumstances, the COMMISSION shall exercise due diligence and effort to replace the employees as soon as reasonably possible. If the COMMISSION is unable to replace the employees within a period of ninety (90) days, then any individual School District may terminate this Agreement.

8. **Dispute Resolution.** In the event of any dispute regarding the interpretation of this Agreement, the MEMBERS impacted shall meet, through representatives, with a view toward amicably resolving any differences in a manner which is equitable and in accordance with the stated intent and purpose of this Agreement. In the event of a failure by the School Districts to amicably resolve such dispute, the parties shall seek the assistance of the Camden County Executive Superintendent or his/her designee in a non-binding arbitration. If the parties are still unable to resolve the dispute, the Commissioner of Education shall have jurisdiction to formally resolve such disputes in accordance with the provisions of N.J.S.A.18A:6-9.

9. **Assignment.** This Agreement is not assignable, and the performance of obligations hereunder is not delegable, by either party without the express written consent of the other party.

10. **Severability; Legality.** The parties understand that this Agreement is governed by the laws of the State of New Jersey and the Rules and Regulations of the New Jersey Department of Education and the State Board of Education. If any provision of this Agreement is deemed unenforceable, illegal, or inconsistent with then current statutes, rules or regulations, such statutes, rules or regulations shall govern. However, to the extent that enforceable provisions of this Agreement exist and are not inconsistent with such statutes, rules or regulations, then shall remain binding upon the parties.

11. **Entire Agreement.** This Agreement is intended by the parties as a final expression of their agreement and as a complete and exclusive statement of the terms thereof. This Agreement shall not be modified except in writing signed by the parties hereto. No waiver by either party of any default shall be deemed a waiver of any subsequent default.

12. **Notices.** All notices to be given in connection with this Agreement shall be in writing and shall be deemed to have been properly given if delivered by overnight courier, sent by United States mail, registered or certified, return receipt requested, or by facsimile with confirmation, to the addresses set out below, or to such other addresses as are from time to time specified by written notice to the other party.

13. **Binding Agreement.** This Agreement shall inure to the benefit of and shall be binding upon each of the parties hereto and their respective successors and permitted assigns.

14. **Signatures.** This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all counterparts together shall constitute a single agreement.

IN WITNESS WHEREOF, the COMMISSION Board of Directors and SRECC Boards of Education have caused these presents to be signed by their respective Presidents, attested to by their respective Board Secretaries as of the day and year first above written.

Attest:

Camden County
Educational Services Commission
225 White Horse Avenue
Clementon, NJ 08021

<Board of Education Name>
<BOE Street Address>
<BOE City, NJ Zip Code>

Patrick Madden, SBA/Board Secretary

By: _____
BOE/Member SBA or Authorized Signator

Execution Date: _____