

CONTRACTED SERVICE AGREEMENT

School Business Administration Services

THIS AGREEMENT dated this 22nd day of May 2017 between the Franklin Township Board of Education, County of Hunterdon, State of New Jersey with offices located at 226 Quakertown Road, Quakertown, NJ 08868, hereinafter referred to as "Franklin" or "Franklin Board," and the Hampton Board of Education, located at 32-41 South Street, Hampton, NJ hereinafter referred to as "Hampton" or "Hampton Board."

WITNESSETH

WHEREAS, the Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-1 *et seq.*, and N.J.S.A. 18A:17-14.1 authorizes local school districts 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; and

WHEREAS, Franklin Board and Hampton Board are both required to provide the services of a School Business Administrator and related business services, (hereinafter referred to as "Business Services") for their respective school districts; and

WHEREAS, Franklin Board and Hampton Board are of the opinion that the Business Services can be more efficiently and economically provided to their respective school districts through a joint agreement for the subcontracting of such services; and

WHEREAS, the parties are desirous of entering into a Shared Service Agreement that would authorize the subcontracting of the Business Services by Hampton Board to Franklin Board; and

WHEREAS, the County Superintendent of Hunterdon County has approved the provision of School Business Services through a Shared Service Agreement;

NOW THEREFORE, BE IT RESOLVED, that based on the foregoing premises, and in consideration of the mutual promises and covenants of the parties as set forth below, both Franklin Board and Hampton Board hereby agree as follows:

1. The above are repeated and incorporated as a material part of this Agreement.

2. General Requirements of Services to be Performed

Franklin Board hereby agrees to provide Business Administrator and Business Services to Hampton Board for the purpose of providing for the general supervision of overall aspects of maintaining all records and correspondence of the Board of Education as directed by New Jersey Statutes and Regulations; managing all financial affairs of the district; supervising and managing all affairs and operations of the Business Office, Transportation, Maintenance and Operations, Food Services and non-certified personnel, as well as all duties and responsibilities required of the School Business Administrator, pursuant to Title 18A of the New Jersey Revised Statutes and all other applicable laws and regulations, as well as in accordance with all Board policies, administrative regulations and job descriptions pertaining to the functions, responsibilities, powers and authority of a School Business Administrator. Pursuant to N.J.S.A. 40A:65-6, Franklin Board shall be considered to be the primary employer for the purposes of the Business Administrator's and Board Secretary's tenure rights, and all other rights and benefits.

3. Standards and Scope of Performance

The Business Services provided to Hampton Board shall be in accordance with the appropriate job description of said position as follows:

- A. To keep all contracts, securities, records and documents belonging to the Hampton Board;
- B. To serve as the general accountant of the Hampton Board and keep correct and detailed accounts of all financial transactions as prescribed by statute and Hampton Board regulation;
- C. To act as official purchasing agent of the Hampton Board, including monitoring all requisitioning procedures;
- D. To audit all claims, invoices and demands against the Hampton Board and to present those to the Hampton Board for payment;
 - a. Handle all inquiries concerning accounts payable;
 - b. Handle all aspects of inputting the school budget in the computer for each school year;
 - c. Preparation and verification of a list of monthly bills for payment by the Hampton Board;
 - d. Conduit between the Hampton Board Secretary and Treasurer of School Funds;

- e. Monthly balancing of Hampton Board bank accounts;
- E. To report to the Board at each regular meeting on all financial transaction and on the status of all accounts of the Hampton Board;
- F. Supervision of Payroll functions
- G. To be responsible for the advertisement and tabulation of all bids and the notification of all contracts awarded in the name of the Hampton Board;
- H. Shared Business Administrator will perform Board Secretary services;
- I. To notify all members of the Hampton Board of all regular and special meetings of the Hampton Board;
- J. To take actions to ensure that all tuition, fees and monies are collected that are due the Hampton Board and transfer the same to the correct accounts as monitored by Treasurer of School Funds;
- K. To oversee or prepare payrolls for certificated and non-certificated personnel, making sure that all deductions are made, as required by law, and transmitting all wage deductions to the proper authority, and submitting all necessary information.
 - a. Receiving and processing payroll requests for all district employees;
 - b. Processing of all employee deductions and agency checks for disbursement; e.g. credit union and association dues;
 - c. Preparation and timely filing of all mandated state and federal reports associated with the payroll process;
 - d. Handling of all employee benefits including pension, life insurance and health benefits;
 - e. Communicating with local employees and agencies concerning benefits, reports and payroll information;
- L. To have general responsibility for the operation of the insurance program;
- M. To supervise and monitor all transportation agreements;
- N. To be responsible for general supervision and financial reporting to the Hampton Board and other agencies of Federal and State Government for the business operations of the school food services program;

- O. To oversee the hiring, training, supervision, and evaluation of all non-certified Personnel under direct supervision of the position as directed by the Chief School Administrator and the Board;
- P. To assist the Chief School Administrator in planning and preparing the annual budget as well as long term planning and allocation of resources in conjunction with the budget consultant;
- Q. In conjunction with the Chief School Administrator, to help interpret the budget and other financial concerns to the community, in conjunction with the budget consultant;
- R. To act as advisor to the Hampton Board and Chief School Administrator on all questions relating to business and financial affairs;
- S. Perform all duties and responsibilities that are either ordinarily performed by the Hampton Board Secretary's office or which are required of or assigned by law to the Board Secretary;

In addition to providing all the duties of the aforementioned job description Franklin agrees to provide Hampton Board with an adequate physical presence by its Business Administrator/ Assistant/throughout the calendar year. In this regard, the Assistant/Business Administrator will establish set office hours for availability at Hampton for certain designated times, or 20% of the possible days according to the school calendar and federal holidays. Additional evening attendance at Hampton Board meetings may also be required for budget presentations. However, the parties understand and agree that the scope of performance will be subject to emergent and unforeseen circumstances in each of the two school districts and the parties will cooperate to ensure that both Districts' needs are met should these situations arise.

4. Evaluation of Business Services

The manner in which Franklin Board subcontracts the services of its Business Services to Hampton Board shall be evaluated by both districts at the conclusion of the 2016-2017 school year. This evaluation shall assess the level quality of the business services provided by Hampton Board and shall include any concerns that either Franklin Board, or Hampton Board, may have regarding the delivery of services. A copy of evaluation by Hampton Board shall be furnished to Franklin Board before May 1, 2017 so that the Franklin Board's input can be provided. This evaluation shall be utilized by both the Franklin Board and Hampton Board to determine whether this Agreement should be renewed at the conclusion of this Agreement and, if so, whether there should be any modifications to the Agreement.

5. Business Services Liaison

Hampton shall appoint a Liaison, consisting of Chief School Administrator or other school official, who, on an as needed basis, will periodically meet or confer with Franklin's Chief School Administrator to review and discuss operational matters related to this Agreement, including any issues of concern regarding the delivery of the Business Services. Any disputes which arise under this Agreement shall first be attempted to be resolved by the parties and if the dispute is not resolved, the parties shall contact the Executive County Superintendent to assist in resolving the dispute before proceeding into further dispute resolution.

6. Expenditures

All business services expenditures including, but not limited to, supplies (e.g. checks, purchase orders, paper, software, postage, and telephone) incurred in providing business services in the Hampton School District shall be the responsibility of the Hampton Board.

Additional expenses incurred specifically on behalf of each respective District shall be the sole responsibility of that District. The Business Administrator shall obtain necessary approval when mandated by each respective Board's policy, and submit such expenses incurred on behalf of the Hampton Board for reimbursement to the Hampton business office per district policy.

7. Hold Harmless

The Franklin Board does not have review or oversight ability over its employee providing the business services while in the contracting district, and the Franklin Board has no control over his or her actions or work while performing those duties.

Therefore, the Hampton Board agrees to hold the Franklin Board harmless for any and all actions engaged in by their employee while providing business services to Hampton, eliminating any and all claims that might be asserted for any reason whatsoever against the Franklin Board, as a result of the actions of its employee, when providing business services to Hampton. Hampton shall be responsible for the evaluation of provided services and supervision of employee when in the Hampton District. Employees that come under the responsibility of the contracted Business Administrator will share the school calendar of the Franklin Board.

8. Fee Schedule

Hampton shall pay Franklin a fee of \$61,000 annually for the contracted Business Services, which shall be prorated on a monthly basis for the period of time said services are actually provided pursuant to this Agreement. The schedule of payments from Hampton for these business services shall be based upon costs as follows:

\$5,083.34 per month, not to exceed \$61,000 per 12-month fiscal year

9. Duration

This Agreement shall commence on July 1, 2017 and end on June 30, 2018. Either party may terminate this Agreement by providing thirty (30) days written notice to the other party.

10. Entire Agreement

This Agreement sets forth the entire understanding of the parties hereto with respect to its subject matter. The Agreement shall not be modified, in whole, or in part, except by a writing signed by each of the parties hereto. Any modification of the Agreement shall be submitted to the Executive County Superintendent for review and approval.

11. Counterparts

This Agreement may be executed in two (2) or more counterparts, each of which shall be an original, but all of which together shall constitute one and the same instrument.

12. Governing Law

This Agreement shall, in all respects, be governed by and construed under the laws of the State of New Jersey.

13. Severability

If any term or condition of this Agreement, or any application of this Agreement shall be determined to be contrary to the laws of the State of New Jersey or the United States, such terms or conditions or application shall not be deemed to be valid except to the extent permitted by law, but all other terms and conditions and applications shall continue in full force and effect.

14. Public Inspection

Each party shall maintain a copy of this Agreement on file at its offices, which shall be open to the public for inspection.

15. Notices

All notices and other communications hereunder shall be in writing and shall be deemed to have been given when delivered or three (3) days after mailed by First-Class Registered or Certified Mail postage prepaid addressed to:

To Franklin: Franklin Board of Education
226 Quakertown Road
PO Box 368
Quakertown, NJ 08868
Attn: Chief School Administrator

To Hampton: Hampton Board of Education
32-41 South Street
Hampton, NJ 08827
Attn: Chief School Administrator

16. This Agreement has been approved by each District at a duly convened meeting. The respective Board Presidents are authorized to execute this Agreement on behalf of their Board of Education.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the day and date first written above.

WITNESS

BOARD OF EDUCATION

By: _____
George Burdick, Board President
Franklin Township Board of Education

Date: _____

By: _____
Elizabeth Dilts, Board President
Hampton Borough Board of Education

Date: _____