

**CONTRACTED SERVICE AGREEMENT**

*Spanish Teacher Services*

**THIS AGREEMENT** dated this 23<sup>rd</sup> day of May 2017 between the Franklin Borough Board of Education, County of Hunterdon, State of New Jersey with offices located at 226 Quakertown Road, PO Box 368, Quakertown, NJ 08868, hereinafter referred to as “Franklin” or “Franklin Board,” and the Hampton Borough Board of Education, County of Hunterdon, with offices located at 32-41 South Street, Hampton, New Jersey 08827, 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 the Hampton Board are both required to provide the services of a Spanish Teacher, for their respective school districts; and

**WHEREAS**, Franklin Board and Hampton Board are of the opinion that the Spanish Teacher 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 Spanish Teacher by Franklin Board to Hampton Board; and

**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 a Spanish Teacher to Hampton Board for the purpose of providing for the general supervision of over all aspects of a Spanish Teacher as outlined in the outlined

job description. Pursuant to N.J.S.A. 40A:65-6, Franklin Board shall be considered to be the primary employer for the purposes of all the Spanish Teacher rights.

**3. Standards and scope of performance** - The Spanish Teacher provided to Hampton Board shall be in accordance with the appropriate job description of said position as attached.

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 Spanish Teacher throughout the calendar year. In this regard, the Spanish Teacher will establish set hours for availability at Hampton for certain designated times, or 40% of the possible days according to the school calendar and federal holidays.

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 Spanish Teacher** - The manner in which Franklin Board subcontracts the services of its Spanish Teacher to Hampton Board shall be evaluated by both districts at the conclusion of the 2017-2018 school year. This evaluation shall assess the level quality of the Spanish Teacher provided by Franklin Board and shall include any concerns that either Hampton Board, or Franklin Board, may have regarding the delivery of services. A copy of evaluation by Franklin Board shall be furnished to Hampton Board before May 1, 2018 so that the Hampton 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. Spanish Teacher Liaison** - Franklin shall appoint a Liaison, consisting of a Board member or school official, who, on an as needed basis, will periodically meet or confer with Hampton's Chief School Administrator to review and discuss operational matters related to this Agreement, including, any issues of concern regarding the delivery of the Spanish Teacher services. Any disputes which arise under this Agreement shall be attempted to be resolved by the Liaison and Chief School Administrator in the first instance.

6. **Expenditures** - All Spanish Teacher expenditures including, but not limited to, supplies incurred in providing a Spanish Teacher 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 Spanish Teacher 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 office per district policy.

7. **Hold Harmless** - The Franklin Board does not have review or oversight ability over its employee providing the Spanish Teacher 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 Spanish Teacher to Hampton, eliminating any and all claims that might be asserted for any reason whatsoever against the Hampton Board, as a result of the actions of its employee, when providing Spanish Teacher 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 Spanish Teacher will share the school calendar of the Hampton Board.

8. **Fee Schedule** - Hampton shall pay Franklin a fee of **\$3,520.000** monthly for the contracted Spanish Teacher, 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 Spanish Teacher shall be based upon estimated costs as follows:

| <b>Current Budget Projection 2017-2018</b>   | <b>Franklin</b> | <b>Hampton</b> |
|--|-----------------|----------------|
| SPANISH TEACHER (.60 Franklin / .40 Hampton) | \$52,800.00     | \$35,200       |

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.

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 Township Board of Education  
                                      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**

\_\_\_\_\_  
Board Secretary, Franklin

By: \_\_\_\_\_  
Board President, Franklin BOE

Date: \_\_\_\_\_

\_\_\_\_\_  
Board Secretary, Hampton

By: \_\_\_\_\_  
Board President, Hampton BOE

Date: \_\_\_\_\_