

**SUBCONTRACTED BUSINESS SERVICES AGREEMENT**  
**School Business Administration Services 2021/2022**

**BY AND BETWEEN**

**HIGH POINT REGIONAL HIGH SCHOOL**  
**299 Pidgeon Hill Rd, Sussex, NJ 07461**  
**(herein referred to as "HIGH POINT")**

**AND**

**MONTAGUE TOWNSHIP BOARD OF EDUCATION**  
**475 Route 206, Montague, NJ 07827**  
**(herein referred to as "MONTAGUE")**

**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 a local school district to enter into a contract to subcontract its school business administrator to another school district; and

**WHEREAS**, HIGH POINT and MONTAGUE (herein collectively referred to as the "parties") are both required to provide the services of a School Business Administrator/Board Secretary ("BA/BS") and related business services ("Business Services"), for their respective school districts; and

**WHEREAS**, HIGH POINT and MONTAGUE 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 subcontracting of such services; and

**WHEREAS**, HIGH POINT currently employs a School Business Administrator/Board Secretary who possesses a standard certificate with a School Business Administrator endorsement issued by the Department of Education to act as a School Business Administrator in the State of New Jersey; and

**WHEREAS**, the parties are desirous of entering into a Subcontracted Business Services Agreement that would authorize the subcontracting of the Business Services by HIGH POINT to MONTAGUE; and

**WHEREAS**, the County Superintendent of Sussex County has approved the provision of Business Services through a Subcontracted Business Services 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 HIGH POINT and MONTAGUE hereby agree as follows:

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

## **2. General Requirements of Services to be Performed**

HIGH POINT hereby agrees to provide the services of its School Business Administrator/Board Secretary (“BA/BS”) for the purposes of providing Business Services to MONTAGUE for the purpose of providing for the general supervision over all 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 certain non-certified personnel, as well as, all duties and responsibilities required of the school BA/BS pursuant to N.J.S.A. 18A 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 BA/BS. Pursuant to N.J.S.A. 40A: 65-6, HIGH POINT shall be considered the primary employer for the purposes of the BA/BS's tenure rights.

The anticipated ratio of shared time between the districts is targeted to be three (3) business days per week for HIGH POINT and two (2) business days per week for MONTAGUE when considered in the average. That ratio may differ in any given week as a necessity of workload and demands in each district.

In addition to attending regular and special HIGH POINT Board meetings and Committee Meetings, the BA/BS shall attend the regular and special MONTAGUE Board meetings and the monthly MONTAGUE Finance Committee meetings. Efforts shall be made by both Boards to schedule their meetings so as not to conflict with the other. In instances of unresolvable schedule conflicts, the BA/BS shall maintain a rotating schedule of attendance whereby the HIGH POINT meeting is attended upon the first conflict and the MONTAGUE meeting upon the second and repeated thereafter.

It is expressly understood by HIGH POINT and MONTAGUE that the BA/BS is entitled to days off from work and will notify both Chief School Administrators of scheduled absences and for emergency situations, as soon as possible.

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.

MONTAGUE agrees to hire or otherwise assign a full-time employee to assist the BA/BS. This full-time employee will work 40 hours per week, 12 months per year for the duration of this contract. Job responsibilities of this employee shall be at the discretion of the BA/BS with the approval of the MONTAGUE Chief School Administrator.

## **3. Standards and Scope of Performance**

At all times during the duration of this Agreement, the BA/BS shall hold all current, necessary, and appropriate certificates and endorsements to act as a School Business Administrator in

the State of New Jersey pursuant to N.J.A.C. 6A:9-12.7. The Agreement shall immediately terminate should the BA/BS lose said qualifications or any way lose the ability to act as a School Business Administrator in the State of New Jersey.

The Business Services provided to MONTAGUE shall be in accordance with the appropriate job description of MONTAGUE's School Business Administrator/Board Secretary position and as follows:

- A. To serve as the general accountant of the MONTAGUE Board and keep correct and detailed accounts of all financial transactions as prescribed by statute and MONTAGUE regulations;
- B. To act as official purchasing agent of the MONTAGUE Board, including the monitoring of all requisitioning procedures;
- C. To audit all claims, invoices and demands against the MONTAGUE Board and to present those to the MONTAGUE Board for payment;
- D. Handle all inquiries concerning accounts payable, including:
  - a. Handle all aspects of inputting the school budget in the computer for each school year;
  - b. Preparation and verification of a list of monthly bills for payment by the MONTAGUE Board;
  - c. Monthly balancing of MONTAGUE Board bank accounts;
  - d. To report to the Board at each regular meeting on all financial transactions and on the status of all accounts of the MONTAGUE Board;
- E. To prepare a detailed report of all financial transactions of the MONTAGUE Board at the end of the fiscal year and file a copy of the same with the Executive County Superintendent;
- F. To be responsible for the advertisement and tabulation of all bids and the notification of all contracts awarded in the name of the MONTAGUE Board;
- G. To attend all MONTAGUE Board meetings, ensure all proceedings of the MONTAGUE Board are recorded, and in accordance with the Chief School Administrator, handle MONTAGUE Board correspondence;
- H. To notify all members of the MONTAGUE Board of all regular and special meetings of the MONTAGUE Board;
- I. To take actions to ensure that all tuition, fees, and monies are collected that are due to MONTAGUE Board and transfer the same to the Treasurer of School Monies;
- J. To supervise preparation of payrolls for certificated and non-certificated personnel, making sure that all deductions are made, as required by law, and transmitting all wages deductions to the proper authority, and submitting all necessary information, including oversight of the following:
  - 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;
- K. To have general responsibility for the operation of the insurance program;
  - L. To supervise and monitor any transportation contracts and agreements;
  - M. To be responsible for general supervision and financial reporting to the MONTAGUE Board and other agencies of Federal and State Government for the business operations of the school food services program;
  - N. To assist the Chief School Administrator in planning and preparing the annual budget as well as the long-term planning and allocation of resources;
  - O. Work in conjunction with the Chief School Administrator in planning and preparing the annual budget as well as long term planning and allocation of resources;
  - P. To act as advisor to the MONTAGUE Board and Chief School Administrator on all questions relating to business and financial affairs;
  - Q. To prepare the monthly report of the Board Secretary and submit the report to the Board in accordance with statutory deadlines. The report will be reconciled with the monthly Treasurer's Report;
  - R. To be responsible for assisting in ASSA reporting;
  - S. To be responsible for the coordination of the Use of Facilities;
  - T. To handle the general responsibility for the fundraiser and student activity accounts; and
  - U. To be responsible for all aspects of the business operations of the MONTAGUE School District as specified in Title 18A of the New Jersey Revised Statutes and all other applicable laws, rules, and regulations, as well as in accordance with all MONTAGUE policies, administrative regulations and job descriptions pertaining to the functions, responsibilities, powers, and authority of a School Business Administrator/Board Secretary.

#### Exclusions of Responsibilities

- Updating and maintenance of the MONTAGUE Board Policy manual shall be handled by other MONTAGUE personnel.
- Routine facility concerns (such as inspections, quotes for repairs, coordination of contractors, etc.) shall be handled by other MONTAGUE personnel.

- Information Technology concerns shall be handled by other MONTAGUE personnel.
- NJ Smart Reporting shall be handles by other MONTAGUE personnel.

**4. Evaluation of Business Services**

The scope and manner in which HIGH POINT contracts business Services to MONTAGUE shall be evaluated by both districts at the conclusion of the 2021-2022 school year. This evaluation shall assess the level of quality of the Business Services provided by HIGH POINT and shall include any concerns that either MONTAGUE or HIGH POINT may have regarding the delivery of services. A copy of the evaluation by MONTAGUE shall be furnished to HIGH POINT prior to June 1, 2022, so that HIGH POINT Board's input can be provided. This evaluation shall be utilized by both the MONTAGUE Board and the HIGH POINT Board to determine whether the Agreement should be renewed at the conclusion of the term of the Agreement and, if so, whether there should be any modification to the Agreement.

**5. Business Services Liaison**

MONTAGUE shall appoint their Chief School Administrator and/or their designee to serve as the Liaison who shall periodically meet with the HIGH POINT's Chief School Administrator to review and discuss operational matters related to this Agreement, including, any issues of concern regarding the delivery of Business Services. Any disputes which arise under this Agreement shall be attempted to be resolved first between Chief School Administrators of both HIGH POINT and MONTAGUE. If no resolution is able to be reached, the Board presidents of both HIGH POINT and MONTAGUE shall then be brought into discussions before any further escalation or remedy is considered.

**6. Expenditures**

All MONTAGUE business services expenditures including, but not limited to, supplies (e.g., checks, purchase orders, paper, software, postage, and telephone) shall be the responsibility of MONTAGUE including the posting of a bond for the BA/BS for this shared service if required.

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

**7. Hold Harmless**

HIGH POINT does not have review or oversight ability over the BA/BS's provision of Business Services while in MONTAGUE. Therefore, MONTAGUE agrees to hold HIGH POINT harmless for any and all actions engaged in by the BA/BS while providing Business Services to MONTAGUE, eliminating any and all claims that might be asserted for any

reason whatsoever against HIGH POINT as a result of the actions the BA/BS when providing Business Services to MONTAGUE.

MONTAGUE does not have review or oversight ability over the BA/BS providing of Business Services while in HIGH POINT. Therefore, HIGH POINT agrees to hold MONTAGUE harmless for any and all actions engaged in by the BA/BS while providing Business Services to HIGH POINT, eliminating any and all claims that might be asserted for any reason whatsoever against MONTAGUE as a result of the actions the BA/BS when providing Business Services to HIGH POINT.

## **8. Fee Schedule**

MONTAGUE shall pay HIGH POINT a fixed fee in the amount of \$84,000.00 (Eighty-Four Thousand Dollars) for the period July 1, 2021 through June 30, 2022, for the contracted Business Services, in accordance with the following schedule of payments:

July 15, 2021 - \$21,000.00

October 15, 2021 - \$21,000.00

January 15, 2022 - \$21,000.00

April 15, 2022 - \$21,000.00

In the event of a dispute as to the amount to be paid, the full amount due in accordance with the schedule of payments as provided herein shall be paid by MONTAGUE; but if through subsequent negotiation, arbitration or litigation, the amount due shall be determined, agreed, or adjudicated to be less than what was actually paid, then HIGH POINT shall repay the excess to MONTAGUE.

## **9. Duration**

This Agreement shall commence on July 1, 2021 and end on June 30, 2022. Either party may terminate this Agreement prior to the end date by providing sixty (60) days written notice to the other party. In the event HIGH POINT terminates this Agreement for any reason other than the Business Administrator's resignation or any unforeseeable circumstance hindering his/her ability to perform his/her regular duties, this Agreement will remain in effect until MONTAGUE is able to appoint a new BA/BS and that candidate reports to work. MONTAGUE shall act with all due diligence and good faith in its search for a BA/BS. If in the event the BA/BS of HIGH POINT resigns, HIGH POINT shall notify MONTAGUE immediately upon receipt of the letter of resignation and MONTAGUE will have the option of terminating this Agreement effective as of the date of the resignation.

MONTAGUE agrees not to hire, in any capacity, any BA/BS employed by HIGH POINT during the terms of the Agreement and for a period of one (1) year following termination of the Agreement.

Future contracts will be mutually developed and prepared by March of each year for

appropriate Board consideration. Additionally, through this shared services agreement, HIGH POINT and MONTAGUE acknowledge that the BA/BS may choose to share other district resources with each other, upon notification to the respective Chief School Administrators.

**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 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 HIGH POINT;

High Point Regional High School  
299 Pidgeon Hill Rd., Sussex, NJ 07461  
Attn: Business Administrator

TO MONTAGUE:

MONTAGUE Township Board of Education  
475 Route 206, Montague, NJ 07827  
Attn: Business Administrator

**16. Agreement Review and Approval**

The parties represent and mutually acknowledge that they have each had the opportunity to consult with their legal counsel, that they have each done so, and that they are entering this Agreement intentionally and intending to be bound by all terms set forth herein.

This Agreement has been approved by the Sussex County Executive Superintendent of Schools. This Agreement has also 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**

**MONTAGUE BOARD OF EDUCATION**

By: \_\_\_\_\_  
Board President

Date:

**HIGH POINT BOARD OF EDUCATION**

By: \_\_\_\_\_  
Board President

Date: