

SHARED SERVICES AGREEMENT FOR COMMUNICATIONS SERVICES

THIS AGREEMENT is made this ____ day of _____, 2023 by and among the **HADDON TOWNSHIP BOARD OF EDUCATION** (“Haddon Township”), as lead administrator, and the following **BOARDS OF EDUCATION**:

BELLEVILLE (“Belleville”)
BERLIN BOROUGH (“Berlin”)
CINNAMINSON (“Cinnaminson”)
COLLINGSWOOD (“Collingswood”)
FRANKLIN TOWNSHIP (“Franklin”)
HADDON HEIGHTS (“Heights”)
LUMBERTON (“Lumberton”)
PITMAN (“Pitman”)
PRINCETON (“Princeton”)
READINGTON (“Readington”)
UNION TOWNSHIP (“Union”)
WINSLOW TOWNSHIP (Winslow”)
collectively referred to as the “School Districts.”

WITNESSETH

WHEREAS, all of the School Districts wish to create a Communications Consortium for Communications Services to be provided to each School District for the 2023-2024 school year; and

WHEREAS, Haddon Township has agreed to be the lead administrator of the Communications Consortium 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 Communications Services through the Communications Consortium pursuant to the terms hereof in order that they may each experience 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. Haddon Township shall lead and administer the Communications Consortium. Haddon Township shall hire and employ the Public Information Officer (“PIO”) to act as the Communications Liaison. The PIO will provide Communications Services to the School Districts in the Consortium.

i. The PIO will provide Communications services to Readington for 9 days per year:

b. The PIO is and shall at all times remain an employee of Haddon Township. Job description is attached.

2. **Term & Termination.** Haddon Township shall provide Communications Services for the 2023-2024 school year, commencing January 1, 2024 and expiring June 30, 2024. This Agreement shall not be renewed unless, prior thereto, each party executes an amendment to this Agreement, which extends the term of this Agreement.

This Agreement may be terminated by any party during the Term or any extended Term.

3. **Compensation.** For the Communications Services, Readington shall pay \$6,500.00 to Haddon Township by January 31, 2024:

- a. This fee is exclusive of mileage for employment related travel in excess of 25 miles from Haddon Township Board of Education office at 500 Rhoads Ave, Westmont, NJ, which will be reimbursed at \$0.47 per mile in accordance with OMB Circular 08-19.

4. **Benefits.** As an employee of Haddon Township, the PIO shall be entitled to receive all of the employment benefits contained in the PIO's contract with Haddon Township. All benefits such as health insurance and pension shall be the responsibility of Haddon Township. Days off under the PIO's contract shall be recognized by both Haddon Township and the participating School Districts.

All such benefits shall be coordinated through the Haddon Township Superintendent and/or School Business Administrator.

5. **Insurance.**

a. Haddon Township shall maintain workers compensation insurance on the PIO.

b. The School Districts shall ensure that their comprehensive general liability insurance policy will cover the PIO in the same manner and to the same extent that it covers the School Districts' employees and shall provide proof of such coverage to Haddon Township prior to the commencement of the Term. Haddon Township shall be named as an additional insured on such policy and a certificate evidencing same shall be provided to Haddon Township.

6. **Taxes.** Haddon Township will be responsible for and will pay social security, unemployment and other employer payroll taxes for the PIO.

7. **Unavailability of Staff.** The obligation of Haddon Township to provide Communications Services hereunder shall be subject to the availability of Haddon Township's PIO. If for any reason the PIO is not available to provide the Communications Services

described hereunder for reasons such as, but not limited to, the termination of employment, disability or death, Haddon Township shall have the right to suspend the Communications Services under this Agreement and Haddon Township shall have no obligation to the School Districts for damages, reimbursement for alternative staff or otherwise. In such circumstances, Haddon Township shall exercise due diligence and effort to replace the PIO as soon as reasonably possible. In the event that Haddon Township is unable to replace the PIO within a period of sixty (60) 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 relevant School Districts 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 Haddon Township Board of Education and Readington Board 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:

**Haddon Township Board of
Education**

Jennifer Gauld, Board Secretary

By:

Kellie Hinkle, President

Attest:

Pitman Board of Education

Jason Bohm, Board Secretary

By:

Carol Hample, President