

# **BUSINESS SERVICES SUBCONTRACT AGREEMENT**

## ***School Business Administration Services***

BY AND BETWEEN

### **EAST AMWELL TOWNSHIP BOARD OF EDUCATION**

County of Hunterdon, State of New Jersey with offices located at  
1070 Route 202/31 Ringoes, NJ 08551,  
hereinafter referred to as "EAST AMWELL."

AND

### **READINGTON TOWNSHIP BOARD OF EDUCATION**

County of Hunterdon, State of New Jersey with offices located at  
52 Readington Road, P.O. Box 807, Whitehouse Station, New Jersey 08889,  
hereinafter referred to as "READINGTON"

## **WITNESSETH**

**WHEREAS**, *N.J.S.A.* 18A:17-14.1 authorizes a school district to subcontract its school business administrator to another school district pursuant to the provisions of *N.J.S.A.* 40A:65-1 et seq.; and

**WHEREAS**, the Uniform Shared Services and Consolidation Act, *N.J.S.A.* 40A:65-1 et seq. 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**, READINGTON and EAST AMWELL 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**, READINGTON and EAST AMWELL 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 such services; and

**WHEREAS**, the parties are desirous of entering into a Subcontracted Business Services Agreement that would authorize the contracting of the Business Services by READINGTON to EAST AMWELL; and

**WHEREAS**, the County Superintendent of Hunterdon County has approved the provision of School 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 READINGTON and EAST AMWELL hereby agree as follows:

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

2. General Requirements of Services to be performed. READINGTON hereby agrees to provide Business Services to EAST AMWELL 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; supervising and evaluating assigned business office support staff, 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*, READINGTON shall be considered the primary employer for the purposes of the Business Administrator's tenure rights.

3. Standards and Scope of Performance. The Business Services provided to EAST AMWELL shall be in accordance with the appropriate job description of said position and shall include the following:

- A. To serve as the general accountant of EAST AMWELL and keep correct and detailed accounts of all financial transactions as prescribed by statute and EAST AMWELL policies and regulations;
- B. To act as official purchasing agent of EAST AMWELL, including monitoring all requisitioning procedures;

- C. To audit all claims, invoices and demands against EAST AMWELL and to present those to EAST AMWELL 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 EAST AMWELL.
- D. Monthly balancing of EAST AMWELL bank accounts;
- E. To report to the Board at each regular meeting on all financial transactions and on the status of all accounts of EAST AMWELL;
- F. To prepare a detailed report of all financial transactions of EAST AMWELL at the end of the fiscal year and file a copy of the same with the County Superintendent;
- G. To be responsible for the advertisement and tabulation of all bids and the notification of all contracts awarded in the name of EAST AMWELL;
- H. To attend (in the absence of the Board Secretary, or a designee) all EAST AMWELL meetings, record all proceedings of EAST AMWELL and in accordance with the Superintendent, handle EAST AMWELL correspondence;
- I. To take actions to ensure that all tuition, fees and monies are collected that are due EAST AMWELL and transfer the same to the Treasurer of School Funds;
- J. To oversee 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. Processing of all employee deductions and agency checks for disbursement; e.g. credit EAST AMWELL and association dues;

- b. Receiving and processing payroll request for all district employees;
  - 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 all transportation agreements;
- M. To be responsible for general supervision and financial reporting to EAST AMWELL and other agencies of Federal and State Government for the business operations of the school food services program;
- N. To oversee the hiring, training, supervision, and evaluation of certain non-certified personnel as directed by the Superintendent and the Board;
- O. To assist the Superintendent in planning and preparing the annual budget as well as long term planning and allocation of resources;
- P. In conjunction with the Superintendent, to help interpret the budget and other financial concerns to the community;
- Q. To act as advisor to Board of Education and Superintendent on all questions relating to business and financial affairs.
- R. To prepare the monthly report of the Board Secretary and submit the report to the Board of Education in accordance with statutory deadlines. The report will be reconciled with the monthly Treasurer's Report.

Each week the Business Administrator will establish office hours for availability on-site at EAST AMWELL for a minimum of two (2) days per week. Additional evening attendance at EAST AMWELL meetings is at the discretion of EAST AMWELL Superintendent. However, the parties understand and agree that the scope of performance will be subject to

emergent and unforeseen circumstances 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 READINGTON contracts the Business Services to EAST AMWELL shall be evaluated by both districts on or before the end of each quarter. This evaluation shall assess the level of quality of the business services provided by READINGTON and shall include any concerns that either EAST AMWELL, or READINGTON, may have regarding the delivery of services. A copy of the evaluation by EAST AMWELL shall be furnished to READINGTON so that READINGTON's input can be provided. This evaluation shall be utilized by both EAST AMWELL and READINGTON 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. EAST AMWELL shall appoint a Liaison, consisting of a Board member or school official, who, on an as needed basis, will periodically meet with the READINGTON Superintendent 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 be attempted to be resolved by the Liaison and Superintendent in the first instance.

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 EAST AMWELL School District shall be the responsibility of EAST AMWELL.

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 EAST AMWELL for reimbursement to the EAST AMWELL business office per district policy.

7. Hold Harmless. READINGTON does not have review or oversight ability over its employee(s) providing the business services while in the contracting district. Therefore, EAST AMWELL agrees to hold READINGTON harmless for any and all actions engaged in by their employee while providing business services to EAST AMWELL, eliminating any and all claims that might be asserted for any reason whatsoever against the READINGTON, as a result of the actions of its employee, when providing business services to EAST AMWELL.

8. Fee Schedule. Beginning July 1, 2025 and ending on June 30, 2026, READINGTON will charge EAST AMWELL for the contracted Business Services as follows:

An annual lump sum of \$91,481.00 (Ninety-One Thousand Four Hundred Eighty-One Dollars).

The schedule of payments for these business services shall be as follows:

Jul 1, 2025 - Sep 30, 2025	Aug 1, 2025	\$ 22,870.25
Oct 1, 2025 - Dec 31, 2025	Nov 1, 2025	\$ 22,870.25
Jan 1, 2026 - Mar 31, 2026	Feb 1, 2026	\$ 22,870.25
Apr 1, 2026 - June 30, 2026	May 1, 2026	\$ 22,870.25
Total		\$ 91,481.00

Charges shall be prorated for the period of time said services are provided pursuant to this Agreement.

9. Duration. This Agreement shall commence on July 1, 2025 and end on June 30, 2026. Either party may terminate this Agreement by providing sixty (60) days written notice to the other party. In the event READINGTON terminates this Agreement, this Agreement will remain in effect until EAST AMWELL is able to appoint a new Business Administrator or enter into a shared services subcontract agreement with another board of education and that candidate reports to work. EAST AMWELL shall act with all due diligence and good faith in its search for a Business Administrator, or a board of education that will enter into a shared services subcontract. If in the event the Business Administrator of READINGTON resigns, READINGTON shall notify EAST AMWELL immediately upon receipt of the letter of resignation and EAST AMWELL will have the option of terminating this Agreement effective the date of the resignation.

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 to the Agreement will 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 READINGTON:      Readington Township Board of Education  
52 Readington Road  
P.O. Box 807  
Whitehouse Station, New Jersey 08889  
Attn: Superintendent

To EAST AMWELL:      East Amwell Township Board of Education  
43 Wertsville Road  
P.O. Box 680  
Ringoes, New Jersey 08551  
Attn: Superintendent

16. Authority. 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:

EAST AMWELL TOWNSHIP  
BOARD OF EDUCATION

\_\_\_\_\_  
Kim McMinn  
Board Secretary

\_\_\_\_\_  
Jason Nelson  
Board President

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

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

WITNESS:

READINGTON TOWNSHIP  
BOARD OF EDUCATION

\_\_\_\_\_  
Jason Bohm  
Business Administrator/  
Board Secretary

\_\_\_\_\_  
David Rizza  
Board President

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

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