

## SHARED SERVICES AGREEMENT

**WHEREAS**, the South Hunterdon Regional Board of Education, with an administrative office at 301 Mt. Airy – Harborton Road, Lambertville, New Jersey (herein referred to as “South Hunterdon”) and the Readington Township Board of Education, with an administrative office at Holland Brook School, 52 Readington Road, Whitehouse Station, New Jersey (herein referred to as “Readington”), are desirous entering into a shared services arrangement for staff mentoring; and

**WHEREAS**, the Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-1, et. Seq., authorizes local units of government to enter into such arrangements;

**NOW, THEREFORE**, be it agreed, as follows:

- 1. Duration:** This agreement shall be in effect for the period January 1, 2024 through June 30, 2024, subject to extension of renewal by written mutual agreement of the parties.
- 2. Services to be Performed and Scope of Performance:** Readington’s Pupil Services Department inclusive of Staci Beegle, Director of Pupil Services, and Anthony Tumolo, Supervisor of Social Emotional Learning and Special Projects, shall identify eligible staff capable of providing state mandated mentoring services relating to achievement of standard certification under the statutes of the State of New Jersey to staff member(s) requiring such at South Hunterdon based on parameters established collaboratively by both district’s administration. Readington staff and other personnel may assist South Hunterdon staff as needed when availability to provide mentoring services as requested by South Hunterdon as mutually agreed upon based on need. The current need at this time is for a Learning Disabilities Teacher Consultant at South Hunterdon who requires mentoring to obtain full standard licensure, for which Readington has Learning Disabilities Teacher Consultants willing to provide said mentoring services under the direction of administration as needed. Standard mentoring fees and financial compensation under the State of New Jersey’s programming shall be accounted for by South Hunterdon and remitted to Readington staff as delineated in section 3 of this agreement.
- 3. Cost and Payment Procedures:** South Hunterdon agrees to withhold standard mentoring fees of \$1,000.00 from South Hunterdon staff to remit to Readington for Readington staff per state guidelines. If a need arises for additional work beyond a scope initially agreed upon, the districts will mutually work to define any additional scope and related costs. Due to the limited scope of this arrangement, invoices shall be sent upon completion of the service, or upon resignation or termination of the staff member at South Hunterdon, and paid within a reasonable timeframe not to exceed sixty (60 days) of invoice date. If South Hunterdon requires intermittent payment for financial book close in a specific school year, South Hunterdon shall notify Readington along with amounts to allow for payment by June 30. Sufficient time should be considered by both districts to allow for such if necessary. No administrative fees shall be added to standard mentoring fees established by the State of New Jersey due to minimal nature of work required by Readington administration.
- 4. Indemnification and Insurance:** To the maximum extent permitted by law, South Hunterdon and Readington will indemnify and hold each other, as well as the respective Township I which they are located, harmless with respect to any claims for personal injury,

property damage or economic loss attributable to the actions or omissions of the other's employees, agents or representatives. Both parties shall maintain full and complete liability insurance, in limits not less than the maximum amounts of liability coverage now maintained by each party, throughout the term of this Agreement and cause the other party to be designated on its policy as additional insured.

5. **Termination:** This Agreement may be terminated during its term by either party on sixty (60) days written notice to the other. In that event, any financial obligations shall be equitably prorated for the period that the relationship remains in force.
6. **Notice:** All notices pertaining to the Agreement shall be in writing, and delivered in person or sent certified mail to the parties at the following address:

For Readington:

Jason M. Bohm  
Business Administrator  
Readington Township Board of Education  
Holland Brook School  
52 Readington Road, P.O. Box 807  
Whitehouse Station, New Jersey 08889

For South Hunterdon:

Andrew Harris  
Business Administrator  
South Hunterdon Regional Board of Education  
301 Mt Airy – Harbourton Road  
Lambertville, NJ 08530

7. **Merger:** This Agreement merges and supersedes all prior negotiations, representations, and/or agreements between the parties relating to the subject matter of this Agreement and constitutes the entire contract between the parties.
8. **Modification:** This Agreement may only be modified by an instrument in writing signed by both parties to the Agreement.
9. **Waiver:** No waiver by either party of any term or condition of this Agreement shall be deemed or construed to constitute a waiver of any other term or condition or of any subsequent breach, whether of the same or a different provision of this Agreement. Neither party may waive any of its rights or any obligations of the other party or any provision of this Agreement except by an instrument of writing signed by that party.
10. **Severability:** If any of the provisions contained in this Agreement are held illegal, invalid or unenforceable, the remaining provisions shall remain in full force and effect.
11. **Governing Law:** This Agreement shall be governed, construed and interpreted in accordance with the law of the State of New Jersey as it applies to contracts made and

performed in New Jersey. The Superior Court of the State of New Jersey, in the County of Hunterdon, shall have jurisdiction to hear and determine any claim or disputes pertaining directly or in-directly to the Agreement or to any matter arising there from. Each of the parties hereby expressly submits and consents in advance to such jurisdiction in any action or proceeding commenced by the other in such court.

- 12. Assignment:** Neither party may transfer or assign any of its rights or obligations under this Agreement without the prior written consent of the other, and any such transfer or assignment or attempt thereat shall be null and void.
- 13. Section Heading:** Section headings are for reference purposes only and shall not in any way affect the meaning or interpretation of any provision of this Agreement.
- 14. Counterparts:** This Agreement may be executed in any number of counterparts, which, taken together, shall constitute but one instrument. It is not necessary that all parties sign all or any one of the counterparts, but each party must sign at least one counterpart for the Agreement to be effective.
- 15. Public Inspection:** A copy of this Agreement shall be available for public inspection at the offices of both parties immediately after passage of a resolution to become a party to the Agreement in accordance with N.J.S.A. 40A:65-5(b).

**IN WITNESS WHEREOF,** the parties have hereunto caused these presents to be signed by their proper corporate officers and caused their proper corporate seals to be hereunto affixed, the day and year first above written.

**WITNESS:**

**SOUTH HUNTERDON  
BOARD OF EDUCATION**

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Andrew Harris  
Business Administrator / Board Secretary

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Board President

**WITNESS:**

**READINGTON TOWNSHIP  
BOARD OF EDUCATION**

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Jason M. Bohm  
Business Administrator / Board Secretary

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Board President