

SHARED SERVICES AGREEMENT

WHEREAS, the High Bridge Board of Education, with an administrative office at 40 Fairview Avenue, High Bridge, Califon, New Jersey (herein referred to as “High Bridge”), 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 curriculum development and writing; 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 November 15, 2022 through June 30, 2023, subject to extension of renewal by written mutual agreement of the parties.
- 2. Services to be Performed and Scope of Performance:** Readington’s Curriculum Department inclusive of Sarah Pauch, Supervisor of Math, Science and Technology, Dr. Stacey Brown, Supervisor of Humanities, Sherry Krial, Supervisor of Curriculum and Instruction, and Anthony Tumolo, Supervisor of Social Emotional Learning and Special Projects, shall provide services relating to curriculum development and writing to High Bridge based on parameters established collaboratively by both district’s administration. Readington teaching staff and other personnel may assist Readington’s Curriculum Department as needed when availability exists in providing curriculum resources and services as requested by High Bridge as mutually agreed upon based on need. Readington shall provide financial compensation to its staff not to exceed costs delineated in section 3 of this agreement.
- 3. Cost and Payment Procedures:** High Bridge shall pay Readington a flat rate of five thousand dollars (\$5,000.00) for curriculum services. 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, one invoice shall be sent upon completion of the service, and paid within a reasonable timeframe not to exceed sixty (60) days of invoice date. In no such event shall the invoice be paid by High Bridge after July 1, 2023 to allow for appropriate financial book close. Readington shall provide an invoice for the school year at latest by May 1, 2023 to allow sufficient time for High Bridge to process internally payment for appropriate financial book closure.
- 4. Indemnification and Insurance:** To the maximum extent permitted by law, High Bridge 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 High Bridge:

Karolina Cywa
Business Administrator
High Bridge Board of Education
40 Fairview Avenue
High Bridge, New Jersey 08829

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:

**HIGH BRIDGE
BOARD OF EDUCATION**

Karolina Cywa
Business Administrator / Board Secretary

Cindy Sharkey
Board President

WITNESS:

**READINGTON TOWNSHIP
BOARD OF EDUCATION**

Jason M. Bohm
Business Administrator / Board Secretary

Carol Hample
Board President