

AGREEMENT FOR SERVICES

between the

Green Township School District

which has offices located at
69 Mackerley Road, Greendell, NJ 07839
(herein referred to as the “Board”)

and

Summit Management Solutions, LLC

located at
37 Kings Road
Suite 103A, PO Box 310
Madison, NJ 07940
973-714-8901

(herein referred to as Business Office Consultant)

For the 2020-2021 School Year

Effective:
on July 1, 2020 to on or about June 30, 2021

WHEREAS, the Madison Board of Education (hereinafter referred to as the “Board”) is desirous of contracting with Summit Management Solutions, LLC for Business Office Consulting services for the timeframe of July 1, 2020 to on or about June 30, 2021; and

WHEREAS, Summit Management Solutions, LLC is desirous of accepting a position as Business Office Consultant for the time period of July 1, 2020 to on or about June 30, 2021 timeframe; and

IT IS, THEREFORE, AGREED that the following provisions shall constitute the terms and conditions of Summit Management Solutions, LLC’s contract with the Board.

- I. **TERM.** The term of this agreement shall commence on July 1, 2020 and shall continue through on or about June 30, 2021 on an at-will basis until terminated by either party in accordance with paragraph VII of this agreement. The term may be extended, by written agreement between the parties, and as agreed upon by the parties.
- II. **COMPENSATION.** As compensation for the services contemplated herein, Summit Management Solutions, LLC shall be compensated for the duties and obligations associated with the position of Business Office Consultant on an hourly, as-needed basis as follows:
 - On July 1, 2020 to on or about June 30, 2021
 - Part-time basis (schedule to be negotiated)
 - Consulting for the Business Office Services
 - \$125.00 per hour for business office services
- III. **PAYMENT PROVISIONS.** Summit Management Solutions, LLC may invoice Board once monthly. The invoice shall be submitted within 45 days from the earliest service date on the invoice. Payment is due from the Board within thirty (30) days after the date of receipt of Summit Management Solutions, LLC’s invoice to the Board.
- IV. **RESPONSIBILITIES OF BOARD.**
 - A. The Board shall make available to Summit Management Solutions, LLC all necessary documents, records, and information required to adequately perform the agreed upon services to the district, as provided herein. The Board shall further make available all necessary documents, records, and information in order to comply with applicable state and federal laws.

- B. The Board may designate or assign as agent of the Board, a representative to whom Summit Management Solutions, LLC reports and/or receives notice of assignments and who is responsible for directing Summit Management Solutions, LLC and responding to any of Summit Management Solutions, LLC's requests under this Agreement.
- C. Should the Board request that Summit Management Solutions, LLC perform duties and responsibilities outside of the initial agreement and the routine day-to-day activities of the Business Office, that request will be negotiated as a separate and an additional agreement by both parties.

V. RESPONSIBILITIES OF SUMMIT MANAGEMENT SOLUTIONS, LLC.

- A. Summit Management Solutions, LLC shall provide the following services to the Board and its students:

In conjunction with the Interim Superintendent, all functions, duties, and responsibilities that will assist with the Business Administrator/Board Secretary position job description.

- B. Summit Management Solutions, LLC and each of its designees shall be experienced in all aspects of the assigned duties and responsibilities.
- C. Summit Management Solutions, LLC and each of its designees shall, at all times, follow proper procedure associated providing Business Office Consulting Services including, but not limited to, those required under State and federal laws and regulations and Board policies and regulations.
- D. Summit Management Solutions, LLC and each of its designees shall work closely and cooperate with the Board and its staff in the performance of all duties and under this Agreement. Any written reports to be completed by Summit Management Solutions, LLC in the course of its duties under this Agreement shall be completed and submitted to the Board within a reasonable time as agreed upon by the parties.
- E. Summit Management Solutions, LLC and each of its designees shall possess valid professional liability insurance coverage in the minimum amounts of \$1,000,000 for each incident and occurrence and \$3,000,000 in the aggregate. If such insurance is not available, Summit Management Solutions, LLC shall advise the Board immediately. A copy of proof of insurance shall be provided to the Board prior to rendering any and all services described in the Agreement.

F. Summit Management Solutions, LLC and each of its designees may utilize previously purchased Board of Education materials, supplies, equipment, and instruments required to perform the service agreed to be performed in accordance with this Agreement. The Board shall not be liable to Summit Management Solutions, LLC for any expenses paid or incurred by Summit Management Solutions, LLC unless otherwise agreed upon by the parties in writing.

VI. RELATIONSHIP OF THE PARTIES. Summit Management Solutions, LLC and each of its designees shall be considered independent contractors and shall not be considered employees or agents of the Board. Summit Management Solutions, LLC and each of its designees shall not receive from the Board any benefits or emoluments for their services other than as expressly described herein. Payroll taxes, including federal, state and local taxes, shall not be withheld or paid by the Board on behalf of Summit Management Solutions, LLC or its designees. Summit Management Solutions, LLC and each of its designees shall be responsible for the payment of these taxes as mandated by law.

VII. TERMINATION. This Agreement may be terminated by the Board upon providing Summit Management Solutions, LLC with thirty (30) calendar days (written notice at its business office).

VIII. INDEMNIFICATION. Summit Management Solutions, LLC and each of its designees hereby agree to indemnify and hold the Board harmless from all losses, injuries, or damages caused by it or its designee's negligent, reckless, or intentional acts or omissions occasioned in rendering the services described in this Agreement. Such indemnifications shall include payment of reasonable attorneys' fees and costs in the defense of any claim made by a third person incident to such negligent, reckless, or intentional acts or omissions.

IX. COMPLETE AGREEMENT. This Agreement represents the entire agreement between the parties hereto and cannot be varied or modified orally. This Agreement may be supplemented, amended, modified, or revised only by a writing, which is signed by each of the parties.

X. **ASSIGNMENT.** Summit Management Solutions, LLC and each of its designees shall not be permitted to assign this Agreement, in whole or in part, except as expressly provided herein.

XI. **NOTICE.** All notices required to be given under the terms of this Agreement or which any of the parties desired to give hereunder shall be in writing and personally delivered or sent by registered mail; certified mail, return receipt requested; or facsimile transmission, addressed as follows:

To the Board:
Green Township School District
69 Mackerley Road
Greendell, NJ 07839

To Summit Management Solutions, LLC:
37 Kings Road
Suite 103A
PO Box 310
Madison, NJ 07940
973-714-8901

XII. **CONFLICTS.** In the event of any conflict between the terms, conditions, and provisions of the Board's policies, or any permissive state or federal law, then, unless otherwise prohibited by law, the terms of this Agreement shall control and take precedence over the contrary provisions of the Board's policies or any such permissive law during the term of this Agreement.

XIII. **SAVINGS CLAUSE.** If, during the term of this Agreement, it is found that a specific clause of the Agreement is contrary to state or federal law, the remainder of the Agreement shall not be affected and shall remain in full force.

XIV. **CHOICE OF LAW.** This Agreement shall be governed by the laws of the State of New Jersey.

WHEREAS, this Agreement has been approved by a vote of the Members of the Board of Education at its meeting of _____, 2020 said action having been made a part of the official minutes of that meeting.

IN WITNESS WHEREOF the parties have caused this Agreement to be duly executed by the Board President and Summit Management Solutions, LLC on the date written below.

For the: Green Township School District

**Board Secretary/
School Business Administrator**

Dated: _____

Board President

Dated: _____

Summit Management Solutions, LLC

Ernest J. Turner, President

Dated: _____