

# AGREEMENT FOR SERVICES

between the

Franklin Lakes School District

which has offices located at  
490 Pulis Avenue Franklin Lakes, N.J. 07417  
(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 2022-2023 School Year

Effective:

on July 1, 2022 to on or about June 30, 2023

**WHEREAS**, the Franklin Lakes School District (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, 2022 to on or about June 30, 2023; and

**WHEREAS**, Summit Management Solutions, LLC is desirous of accepting a position as Business Office Consultant for the time period of July 1, 2022 to on or about June 30, 2023 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, 2022 and shall continue through on or about June 30, 2023 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, 2022 to on or about June 30, 2023
- As need basis (schedule to be negotiated).
- Business Office consulting Services
- Compensation is \$125.00 per hour.

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 consulting services for the Business Office.
- B. Summit Management Solutions, LLC and each of its designees shall be experienced in all aspects of the assigned duties and responsibilities of Business Office Operations in the State of New Jersey.
- C. Summit Management Solutions, LLC and each of its designees shall, at all times, follow proper procedure 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 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 Business Administrator 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 with the prior written consent of the Interim Superintendent or her designee.

**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:  
Franklin Lakes Board of Education  
490 Pulis Ave.  
Franklin Lakes, N.J. 07417

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 \_\_\_\_\_, 2022 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: Franklin Lakes School District

\_\_\_\_\_  
Board Secretary/  
School Business Administrator

Dated: \_\_\_\_\_

\_\_\_\_\_  
Board President

Dated: \_\_\_\_\_

Summit Management Solutions, LLC

\_\_\_\_\_  
Ernest J. Turner, President

Dated: \_\_\_\_\_