

**Analysis of the Feasibility of Shared Services Between the Seaside Heights and
Berkeley Township School Districts**

Prepared by
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July 10, 2024

Introduction

Historically the Seaside Heights Board of Education has recognized the importance as well as the need to consider shared services as their district faces increased costs, declining enrollment, and the uncertainty of available resources. The Borough of Seaside Heights is located in Ocean County and its school district is a separate taxing district overseen by an elected school board. The Hugh J. Boyd Jr. Elementary School is its only school, and it provides children in the community with a pre-k-6 education. The enrollment in the district has steadily declined with 198 students as of the 2022-23 school year, to an anticipated enrollment of approximately 125 students. Concurrently the number of teaching staff has declined to one classroom teacher in Grades 1-6. Kindergarten class size is dictated by state law and regulation. The district has been classified in District Factor Group A, which is the lowest group based on the socioeconomic characteristics measured for this designation. Approximately 80% of their student body is considered economically disadvantaged, 34 % are identified as students with disabilities and 14% are English Language Learners. Their performance on State Assessments is below the state level. The district also exhibits a chronic absenteeism rated higher than the state average. Teacher to student ratio is approximately 9:1. (Source: School Performance Report)

Berkeley Township School District is a preK-6 school district comprising of four schools located in Bayville in Ocean County. The student enrollment of the district is approximately 2500 students, and the district has been classified as a District Factor Group B school district. The district student population contains the following: 1.8% ELL; 24.5% students with disabilities; and 30.3% economically disadvantaged. They have not met the state standard on state assessment in ELA or Math, achieving just below the state standard. The district also exceeds the state percentage on student absenteeism.

For grade 7-12, Seaside Heights students attend the Central Regional School District along with students from the other constituent communities: Berkeley Township, Island Heights, Ocean Gate and Seaside Park. Seaside Heights is allocated one of the nine seats on the Central Regional Board of Education while Berkeley Township is allocated five of the nine seats.

The Seaside Heights Board of Education has sought to share administrative services since 2003. Previously, they had a shared service agreement with Toms River from 2003-2012 and since April 2012 with the Central Regional School District (Appendix I). In addition, this past Spring, Seaside Heights was part of a referendum to regionalize with the Toms River School District; however, this referendum was defeated, leaving Seaside Heights with the

dilemma of deciding what should be their next step. The school district hired special counsel (Porzio, Bromberg & Newman) to assist in this process. Porzio provided the district with consultants to review and evaluate the delivery of educational services and the viability of the district going forward.

The consultants, Dr. Maria Nuccetelli and Dr. Patrick Pelosi (resume Appendix II) started their review on May 24, 2024, at a meeting with counsel and local Seaside Heights officials. The meeting provided the consultants with background and history which became the basis for their review going forward. Presently, the district has been sharing services with the Central Regional School District. The present agreement includes the following areas: superintendency, business services, facility management services, curriculum services, special education supervisory services and any other administrative service need that arises.

The concerns expressed at the May 24th meeting focused on the viability of Seaside Heights to continue as they are presently and, if it was deemed not possible, what is the next step. The consultants visited the school, met with the building principal, met with the teaching staff leadership including their NJEA representative, and later interacted with officials from the Berkeley Township School District and Central Regional School District.

Findings

As a result of the review conducted by the consultants, the decision to seek a new arrangement came to be, as the consultants identified the educational needs of Seaside Heights, and it became known that other options were available to Seaside Heights. Central Regional services students in Grades 7-12 while Seaside Heights services students in Grades Pre-K-6. Berkeley Township is a Pre-K-6 school district as is Seaside Heights. Therefore, their educational focus would be on the educational needs and requirements of all pre-K-6 school districts. Central Regional, on the other hand, services children who are in Grades 7-12. Although articulation between all of the Central Regional sending school districts is essential, the present arrangement requires specific services be created by Central Regional for the Pre-k to 6 population at Seaside Heights. With Berkeley Township as the provider, this would not be the case, as Berkeley Township already is focused on providing programs and services to pre-K-6 children. The curriculum staff at Berkeley Township already knows the needs of this population and would be able to provide effective guidance to the Seaside Heights staff as well as meaningful professional development related to the pre-k-6 curriculum. In addition, Dr. Roselli, the superintendent of Berkeley Township, is a former elementary principal. Having this experience in his background would only enhance his ability to know the needs of the K-6 population and, he would be an excellent person to provide professional support to the Seaside Heights principal.

Discussions began with Berkeley Township and their administration and Board of Education. Seaside Heights and Berkeley Township officials met to determine the viability of sharing services. The Berkeley Township administration reviewed the present agreement and indicated that they were able to provide all of the services with no increased cost. During the interactions between Seaside Heights and Berkeley Township officials, it became evident that there is a sincere commitment by both districts to make this happen as it appears to be in the best interest of the children.

The proposed new agreement (Appendix III) is identical to the previous agreement and at the same cost to Seaside Heights. All the areas would be covered, but once again, the difference would be that the individuals providing these services would already have the pre-K-6 focus. Dr. James Roselli is the **sitting Superintendent** in Berkeley Township and would be providing Superintendent services. Central Regional presently is providing Seaside Heights with the superintendent services via one of its Assistant Superintendents who has never been a superintendent. Also, the original agreement was for the sitting superintendent at Central Regional to provide superintendent services and somehow that evolved into it being lateraled to an assistant superintendent in the district who did not have experience as a district superintendent. It remains unclear how or why that occurred.

In the area of business services/board secretary, the present arrangement has some issues as it relates to interpretation of the appropriate protocol for Board Meetings. The Board President performs some functions that the Board Secretary should be handling at meetings. Again, not sure how this evolved but the present Board President indicated that “this is how it has always been done.” In addition, the recent process for Seaside Heights to accept the additional state aid awarded to the district for 2024-25 and to take advantage of the one-time opportunity to increase the tax levy above the 2% cap was originally misinterpreted by the Central Regional BA and his understanding of the process did not reflect the directions distributed by the County Office. However, when he was contacted by one of the consultants, his interpretation was challenged as to whether it was in line with the information distributed by NJDOE. Only when the consultants provided further clarification did he agree to the scheduling and publishing of the notice for a public hearing and admitting that he was incorrect. All this confusion necessitated the scheduling of a special meeting on July 2 to correct the deficiencies in the original resolutions pertaining to the budget, the acceptance of the additional state aid and increase in the tax levy originally passed by the Board at their June 24 Board Meeting.

The present agreement with Central Regional is at an annual cost of \$83,000.00 and the proposed agreement with Berkeley Township would be for the same dollar amount, so there is no undue financial impact on any of the districts. There are provisions in the

agreement to schedule the Seaside Heights Board of Education meetings so that they do not conflict with the Berkeley Township Board of Education meetings. The geographical locations of both districts allow for an easy flow of personnel as needed between the two school districts. The full-time principal presently employed by Seaside Heights would be maintained and still be responsible for the daily operation of the school building as well as the evaluation of existing and future staff at the Seaside Heights School. The business administrator would assess the present process for purchasing, payroll and benefits and make any changes that he deems appropriate. The agreement adequately lays out the services that will be provided in each of the areas and Berkeley Township has indicated that they have the capacity in their district for there to be a seamless transition.

The Seaside Heights Board of Education and the consultants have had meetings with the Seaside Heights professional staff to answer their questions and respond to their concerns. It is normal to have apprehension when dealing with a new entity, but the plan of the Berkeley Township Superintendent is to meet with the staff and community so that they can get to know him and hear first-hand as to his willingness to provide them with effective support and services. Suggestions have also been made that the Seaside Heights staff explore the possibility of establishing a Home/School Association to increase community support and participation in the education of their children.

At the July 2 Seaside Heights Board of Education Meeting, the public was provided with an opportunity in a comment section to share their thoughts and concerns. The Board responded to these comments and there appeared to be an understanding as to the reasons for the switch. The greater educational community was encouraged to continue to dialogue with the Board relative to the proposed transition. A similar opportunity was given to the public in Berkeley Township when this proposed arrangement was considered at its June business meeting. Interaction between the district staff from both districts will be facilitated as soon as feasible given the fact that both districts are on summer hiatus.

Teachers have also demonstrated a commitment to their students through this transition period and the anticipated support of the Executive County Superintendent.

Conclusion

This proposed shared services agreement between the Berkeley Township School District and the Seaside Heights School District is a more efficient and effective way for the Seaside Heights School District to spend its tax dollars while ensuring the provision of a Thorough and Efficient Education for all of the Seaside Heights students. The commonality of purpose as well as the singular focus on prek-6 students will go a long way to ensure that it keeps the district's dollars in the classroom where they can have the greatest educational

impact on the Seaside Heights students. In addition, the district will benefit from the services being delivered by a seasoned professional staff with experience in their roles as educators performing these tasks on a daily basis for their own district.

Additional Comments:

1. Division of the Superintendent's time in/between the two districts

Dr. James Roselli has been part of the Berkeley Township School District since 2002, serving in various administrative roles before becoming Superintendent in 2012. Dr. Roselli noted that this is an evolving process, with the Berkeley Township Superintendent planning on being in the school in Seaside Heights approximately one day a week. He will spend additional time if a situation warrants it, and he will perform other duties on the days he is not in the district as needed. In addition, he will set up meetings with district staff, the community, the board of education and municipal leaders to help everyone get to know one another.

2. Division of the Business Administrator's time in/between the two districts

Tyler Verga has been a school business administrator for the past five years and the Berkeley Township School Business Administrator for the last three years. Once again this is an evolving process, with the Business Administrator presently planning on spending one full day in Seaside Heights addressing any issues. In addition, he will perform any other required business function when he is not physically in the district (possibly an additional 1-2 hours daily). It is estimated that the total time devoted to Seaside Heights would be around 12-15 hours a week.

3. Availability of administrative backup

Dr. Roselli and Mr. Verga will serve as administrative backup for each other. Both individuals indicated that will provide contact information which will allow access to them 24/7. In addition, Ms. Melissa Gallagher, Supervisor of Curriculum, will be available should any issues arise. Also, the current building principal, Christopher Raichles, will remain in his position as the full-time onsite administrator responsible for the day-to-day operation of the school and will have a direct line of communication with Dr. Roselli.

4. Situations creating conflict of interest.

As of the writing of this report, neither Dr. Roselli nor Mr. Verga were aware of any conflicts presently in the area of personnel or any other places. Should anything arise, the situation will be handled according to the applicable state statutes and code.

5. Financial advantages of the arrangement.

Seaside Heights School District: The district continues to acquire the necessary administrative and support services required to run their school district for a cost of \$83,000.00, which is the same amount that the district was paying Central Regional

for the same services. The district would not be able to hire the necessary in-house personnel to perform these services for the school district for this amount.

Berkeley Township: Berkeley Township School District has identified an additional source of revenue which can be used by the school district for any educational purpose.

Both districts are able to maintain and/or increase their efficiency and effectiveness through this arrangement.

This Analysis is provided in fulfillment of the requirement set forth in N.J.S.A. 18A:17-24.1—
Sharing of superintendent, school business administrator; procedure (Appendix IV)

Appendix

- I. Present Seaside Heights Agreement with Central Regional
- II. Consultants Resumes
- III. Proposed Seaside Heights Agreement with Berkeley Township
- IV. N.J.S.A. 18A:17-24.1 Sharing of superintendent, school business administrator;
procedure

SHARED SERVICES AGREEMENT BETWEEN
THE CENTRAL REGIONAL BOARD OF EDUCATION AND
THE SEASIDE HEIGHTS BOARD OF EDUCATION PURSUANT TO THE
UNIFORM SHARED SERVICES AND CONSOLIDATION ACT

This agreement made this 1st day of July 2019, by and between the Central Regional Board of Education, an educational entity of the State of New Jersey, having its principal offices located at 509 Forest Hills Parkway, Bayville, New Jersey 08721, hereinafter referred to as "Central Regional" and the Borough of Seaside Heights Board of Education, an educational entity of the State of New Jersey, having its principal offices located at 1200 Bay Boulevard, Seaside Heights, New Jersey 08751, hereinafter referred to as "Seaside Heights".

Whereas, pursuant to N.J.S.A. 40A:65-1 et. seq., a board of education may enter into agreements for shared services with another board of education to provide or receive any service that the units participating in the agreement are empowered to provide or receive or receive within their own jurisdiction; and

Whereas, pursuant to N.J.S.A. 18:17-24.9, two school districts may utilize a Shared Superintendent and Shared School Business Administrator.

Whereas, each local unit is authorized to enter into an agreement under the Shared Services Consolidation Act may do so by the adoption of a resolution; and

Whereas, the agreement must comply with the requirements of N.J.S.A. 40A:65-7 and N.J.S.A. 18A:17-24-1 and specify the services to be performed under the agreement, procedures for payment, and assignment and allocation of responsibility for meeting standards between and among the parties; and

Whereas, Central Regional has qualified and trained staff that is available to provide governance and maintenance services to Seaside Heights; and

Whereas, Central Regional and Seaside Heights desire to enter into an agreement for the provision of said services.

Now, therefore, in consideration of the mutual terms and conditions and covenants herein contained, the parties agree as follows:

1. Central Regional agrees to provide Seaside Heights with such services as described in Paragraph four (4) herein. The cost to Seaside Heights during the term of this agreement is noted in Paragraph three (3) herein. This fee is intended to reimburse Central Regional for in kind services rendered by Central Regional staff in completion of Central Regional's responsibilities performed on behalf of Seaside Heights pursuant to this agreement. Payment of this fee shall be made quarterly or semi-annually by Seaside Heights to Central Regional simultaneously with the provision executed checks for payment of those expenditures approved by Seaside Heights.

2. In the event that Seaside Heights shall fail to make payments pursuant to this agreement, Central Regional shall service written notice of default. If Seaside Heights fails to cure such default within sixty (60) days after receipt of such notice, Central Regional may terminate this agreement and shall immediately cease any work in progress. Failure by Central Regional to require Seaside Heights to make timely payments shall not constitute a waiver of Central Regional's rights under this agreement.

3. Seaside Heights will be charged an annual fee billed semi-annually in equal payments for services to be provided by Central Regional outlined in this agreement; items including but not limited to administrative services, facilitation of all curriculum needs, facility management services, business administrator functions, board secretary functions and shared superintendent services. Costs for the services are allocated in Paragraph twenty-two (22) of this agreement.
4. Central Regional shall provide Seaside Heights services as follows:
- a) Curriculum/Instructional – Central Regional shall provide staff development for the teaching staff of Seaside Heights. Central Regional will make recommendations to Seaside Heights' curriculum. Central Regional shall also recommend for approval by Seaside Heights any and all expenditures deemed necessary to fulfill the curriculum/instructional function, to include, but not be limited to, textbooks, professional development, supplemental supplies and software. This shall include use of Central Regional Curriculum Supervisors and interacting with and meeting with Seaside Heights staff. Central Regional will provide Special Education Supervisory Services. The Supervisor assigned will coordinate with the Seaside Heights Child Study Team personnel and outside professional services as needed.
- b) Finance – Central Regional shall provide a certified School Business Administrator to Seaside Heights and Central Regional shall be designated as the employer for tenure rights in accordance with N.J.S.A. 40A:65-6 and any other rights an employee may have as a certified School Business Administrator. It is understood by the parties that the designated School Business Administrator is not an employee of Seaside Heights.
- Preparation of annual budget
 - Oversight of Transportation, Food Service and Buildings and Grounds
 - All other business functions
 - Central Regional will assist Seaside Heights with its business operations and perform all business functions as required by a school district.
 - Central Regional will provide complete payroll services for Seaside Heights to include personnel and state and federal reporting.
 - Central Regional shall also provide procurement functions and the handling of purchase orders in accordance with state laws and regulations.
 - Purchase orders shall be presented to Seaside Heights for its approval. All contracts shall continue to be awarded by Seaside Heights.
 - Central Regional will assist with staff attendance reporting in a manner which meets state requirements.
 - Central Regional will assist with student attendance reporting in a manner which meets state requirements.
 - Central Regional shall perform any other task necessary, or incidental to, the completion of the functions stated in the subparagraphs set forth in Paragraph four (4) of this agreement.
- c) Facility Management – Central Regional shall update and maintain Seaside Heights' approved facility maintenance plan, perform necessary maintenance and recommend capital improvements. Material and labor costs will be billed monthly at a rate of \$50.00 per hour plus the costs of materials. In addition, Central Regional will provide staff certified as a Certified Education Facilities Manager when needed. Central Regional will provide energy management services. This shall include a review of Seaside Heights HVAC systems and lighting and procedures to reduce energy costs throughout the building. Central Regional will incur costs for landscaping services during the course of the agreement including the Hugh J. Boyd School and the adjacent field to the north of the building.

d) Transportation – Central Regional will provide student busing, if appropriate at the actual cost of the route on a monthly basis. Central Regional shall provide transportation services for field trips at a rate to be determined each school year. Central Regional will provide transportation, when possible, for out of district routes based on the actual cost of the route on a per pupil basis. For out of district bus routes for which Central Regional does not have an in-house route, Seaside Heights shall contract with Monmouth Ocean Education Services Commission or other districts for the best daily rate.

e) Meals – Central Regional will provide healthy meals to the students of Seaside Heights. Central Regional will provide both a nutritious breakfast and lunch to the students of Seaside Heights. The breakfast and lunch provided to the students by Central Regional will meet the requirements mandated by the New Jersey Department of Agriculture. Seaside Heights will reimburse Central Regional monthly for costs of the meals at \$3.00 per meal. Meals shall be delivered by Central Regional's contracted food service provider. Central Regional may charge a transportation fee of up to \$4.00 per diem for shuttling the food to Seaside Heights. This fee may be adjusted based on the price of fuel. Central Regional shall also bill Seaside Heights for any costs incurred for supplies such as paper products, utensils, etc.

f) Administration – Central Regional will provide Superintendent Services to Seaside Heights. The Superintendent shall be an employee of Central Regional and not an employee of Seaside Heights, properly licensed by the State of New Jersey and perform administrative duties which shall include but not limited to the following: Central Regional Superintendent shall recommend to Seaside Heights all personnel hiring, re-hiring, terminations, non-renewals, reduction in force (RIF's) and transfers. The Superintendent shall also recommend to Seaside Heights curriculum and other related educational decisions including textbooks, preferred development and technology. Meet with parents and community members and attendance at school functions and Board meetings. Evaluation of certain Seaside Heights staff members and public relations.

In addition, the following are the management services to be provided by the Shared Superintendent to Seaside Heights Board of Education.

- Direct responsibilities for recommending actions to the Seaside Heights School Board on employment decisions, personnel decisions and other discretionary authority incumbent upon holders of the office of Superintendent or chief school administrator for the Seaside Heights School District.
- General authority and regulatory responsibility to oversee the operation of the Seaside Heights School, the Seaside Heights school educational program, construction/renovation projects, and the implementation of policies and procedures for the operation of the Seaside Heights School District. The Seaside Heights School Principal will report to the Shared Superintendent.
- The Shared Superintendent will recommend particular policies that are uniquely applicable to the Seaside Heights School District' otherwise, the Shared Superintendent will operate the Seaside Heights School District using the policies and procedures adopted by the Seaside Heights School District.
- The responsibility for fiscal operation of the school district. The School Business Administrator will report to the Shared Superintendent and Central Regional shall be the employer for tenure rights and any other rights attached to the position.
- The Shared Superintendent will have the responsibility of evaluating the Seaside Heights Principal.
- Central Regional shall provide Board Secretary Services to Seaside Heights and they shall designate a School Board Secretary for the position as required by New Jersey Statute. The School Board Secretary designated for the position shall perform all functions mandated by a

School Board Secretary by New Jersey Statute including but not limited to preparation of agendas for board meetings, preparation of board minutes.

- Seaside Heights shall make every effort to schedule its board meetings on dates that do not conflict with Central Regional's board meeting dates. Central Regional shall be designated as the employer for the School Board Secretary for tenure rights in accordance with N.J.S.A 40A:65-6 and any other rights afforded to a School Board Secretary. It is understood between the parties that the designated School Board Secretary should not be an employee of Seaside Heights.
- All other services provided will be billed monthly on an as needed basis subject to Seaside Heights written approval.

5. Pursuant to N.J.S.A. 40A:65-5, the parties shall adopt resolutions authorizing this agreement which shall be effective upon subsequent execution by the parties. This agreement shall remain in full force and effect from its effective date of July 1, 2019 until June 30, 2022; however, either party may in their sole discretion, upon sixty (60) days written notice, terminate this agreement at an earlier date. Seaside Heights certifies that sufficient funds are available in its current budget to cover the cost of this agreement. Seaside Heights has the right to notify Central Regional by January 1, 2022 of its desire to renew this agreement for the 2022/2023 school year. Central Regional has until February 1, 2022 to notify Seaside Heights whether or not it accepts the renewal request.

6. By execution of this agreement, Seaside Heights acknowledges and agrees that it remains responsible for the performance of its teaching staff. Seaside Heights also acknowledges and agrees that this agreement shall not be construed as a commitment, or intention, by Central Regional to provide the services contained in this agreement beyond June 30, 2022.

7. Notwithstanding anything to the contrary herein, the parties to this agreement expressly acknowledge that Seaside Heights is not delegating their authority under the statutes of the State of New Jersey and, therefore, Seaside Heights retains ultimate decision making authority, with Central Regional merely making recommendations.

8. The agreement shall be administered on behalf of Central Regional by Triantafillos Parlapanides as Superintendent and by the Principal of Seaside Heights on behalf of Seaside Heights.

9. In the event of any disputes between the parties, they agree to first submit the contract dispute to the County Superintendent in accordance with N.J.S.A. 18A: 17-24.8 for his determination. In the event the contract dispute cannot be remedied by mutual agreement the parties shall submit to binding arbitration.

In the event a dispute arises between the parties as to terms of the agreement or the satisfactory performance by any of the parties of the services or other responsibilities provided for in the agreement, such disputes or questions shall be resolved by binding arbitration or binding fact finding procedures. The parties hereunder agree that if such binding arbitration or binding fact finding procedures are required to settle any questions or disputes, the parties hereunder agree that they shall mutually appoint a single arbitrator consistent with American Arbitration Association Rules.

10. Any party performing a service under this agreement is the general agent of the other party on whose behalf the service is performed pursuant to this agreement. Such agent shall have full powers to undertake any ancillary operation reasonable necessary or convenient to carry out its duties including all powers of enforcement and administration regulation, which are or may be exercised by the party on whose behalf it acts pursuant to this agreement, except as such powers are limited by the terms of this

agreement. No party shall be liable for any part or share of the cost of acquiring, constructing, or maintaining any capital facility acquired or constructed by the other party unless such part or share is provided for in the agreement or in an amendment thereto, which shall have been ratified by the contracting parties in the manner provided for in the Shared Services and Consolidation Act for entering into a contract.

11. Seaside Heights shall immediately notify Central Regional in writing of any alleged failure to satisfactorily perform its obligations under this agreement. If Central Regional fails to rectify its performance within sixty (60) days from written notice to Central Regional, then Seaside Heights may terminate this agreement. Failure by Seaside Heights to require Central Regional to rectify its performance shall not constitute a waiver of Seaside Heights rights under this agreement.

12. It is hereby understood and agreed that Seaside Heights and Central Regional shall each be responsible for their negligence or failure to perform any obligations under this agreement of its own employees, agents or servants. As a result they both agree to defend, indemnify and hold the other party harmless including its employees and agents from and against all claims, lawsuits including those brought by any third parties including reasonable attorney fees and losses in the event that a claim is filed against one party as a result of the negligence or failure to perform any obligations under this agreement of the other parties or their employees or agents.

13. Central Regional and Seaside Heights hereby warrant and represent that his agreement has not been solicited or secured, directly or indirectly, in a manner contrary to the laws of the State of New Jersey, that said laws have not been violated and shall not be violated as they relate to the procurement or the performance of this agreement by any conduct, including the payment or giving of any fee, commission, compensation, gift, gratuity or consideration of any kind, directly or indirectly, to any employee, officer or official of Central Regional or Seaside Heights.

14. Notices given in accordance with the terms of this agreement shall be deemed sufficiently served if such notice is mailed by certified or registered mail, or is delivered personally to either of the parties at the addresses set forth on the first page of this agreement, or at such other place as the parties may from time to time designate in writing. In computing the number of days specified in any notice given hereunder, the date of mailing or personal service, as the case may be, shall be counted as the first day.

15. No change or modification of any of the covenants, terms or provisions hereof shall be valid unless in writing and signed by the parties hereto. There are no understandings or agreement of any kind between the parties hereto, verbal or otherwise, other than as set forth in this agreement.

16. The covenants and agreements herein contained shall ensure to the benefit of, be binding upon successors, heirs, executors, administrators and assigns of the parties hereto, respectively.

17. The agreement shall be governed by and construed under the laws of the State of New Jersey.

18. The provisions of the agreement are severable and it is the intention of the parties hereto that if this agreement cannot take effect in its entirety because of the final judgment of an court of competent jurisdiction, holding invalid any part or parts thereof, the remaining provisions of the agreement shall be given full force and effect as completely as if parts held invalid had not been included therein.

19. The terms of this agreement will be effective July 1, 2022 through June 30, 2025 unless terminated in accordance with any provisions of this agreement. Either party may terminate this agreement with or without cause upon sixty (60) days written notice.

20. The terms of this agreement are subject to the approval of the County Superintendent and Commissioner of Education in accordance with the applicable New Jersey Statutes and administrative regulations.

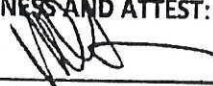
21. It is agreed between Central Regional and Seaside Heights that the financial terms of this contract may be modified by the parties, if, in the opinion of Central Regional or Seaside Heights, the effect of the agreement in its operation is unfair to either school district by reason of costs or other burdens that were not anticipated by the parties at the inception of this agreement. Any such modification may only be made by the mutual written agreement of both boards of education.

22. The allocation for the costs of the services provided by Central Regional to Seaside Heights shall be as follows:

	2022/2023	2023/2024	2024/2025
Superintendent Services	\$20,000	\$20,000	\$20,000
Curriculum Services	11,000	11,000	11,000
Financial Services/ Business Administrator	31,000	31,000	31,000
Superintendent Secretary	20,000	20,500	21,000
Total Per Year:	\$82,000	\$82,500	\$83,000

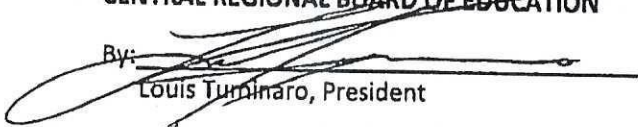
In Witness Whereof, the parties hereto have set their hands and seals the day and year first written above.

WITNESS AND ATTEST:


Kevin O'Shea Board Secretary
(Seal)


Kevin O'Shea Board Secretary
(Seal)

CENTRAL REGIONAL BOARD OF EDUCATION

By: 
Louis Tummaro, President

SEASIDE HEIGHTS BOARD OF EDUCATION

By: 
Erik Hershey, President

Maria Nuccetelli, Ed. D.
 [REDACTED]
Wayne, New Jersey 07470
 [REDACTED]

WORK EXPERIENCE

January 1, 2008-present

Educational Consultant

Providing consulting services to the PCTVHS in all aspects of school operations
 Performed feasibility studies for Interlaken, Deal and Ocean Township, Affirmative Action investigations for districts and served as a Mentor through NJASA to School Administrators, administrative services to the Northern Region Educational Services Commission

July 1, 2016-December 20, 2016 Interim Superintendent/Special Projects

Roseland School District
 Responsible for the day to day operations of the school
 Revised and updated district' policies/procedures
 Reviewed and updated personnel files/job descriptions

January 1, 2016-June 30, 2016

Director of Special Projects

Pequannock Township School District
 Responsible for strategic planning, review of personnel files, audit job descriptions and negotiations

August 4, 2014-Dec. 31, 2016

Interim Superintendent of Schools

Pequannock Township School District
 Responsible for the day to day operation of the school district

July 1, 2012-June 30 2014

Interim Superintendent of School/Board Secretary

Haworth School District
 Responsible for the day to day supervision and operation of the school district

March 2010-March 21, 2012

Interim Superintendent of Schools

Oradell School District
 Responsible for the supervision of the day to day operation of the school district

March 2008-March 16, 2010

Interim Assistant Superintendent of Schools

Clifton School District
 Responsible for the supervision of the schools and their administrators, implementation of the Core Curriculum Content Standards, human resources, special education, educational technology, student services, and board policy.

November 2007-March 2008	Consultant Paterson Charter School for Science and Technology Working with the administration and staff to remediate probationary status and to renew their charter.
October 2004 – October 2007	Superintendent of Schools Wayne Board of Education, Wayne, New Jersey Responsible for the day-to-day operation of the district, including 14 schools, all major departments, and over 1,200 employees. Also responsible for implementing and/or recommending the policies established by the Board of Education, keeping the Board informed on all district matters.
February 1993 – October 2004	County Superintendent of Schools New Jersey Department of Education, Passaic County North Haledon, New Jersey Duties included supervising the County Office and administering school and district educational systems within the county.
October 2000 – February 2002	Acting Assistant Commissioner New Jersey Department of Education Division of Field Services
September 1998 – June 2002	Coordinating County Superintendent of Schools, Northern Region Division of Field Services New Jersey Department of Education
August 1999 – January 2000	Acting Director State Operated School Districts New Jersey Department of Education
May 1997 – September 1997	Acting Assistant Commissioner Division of Field Services New Jersey Department of Education
January 1995 – August 1995	Member, Newark Takeover/Transition Team
June 1994 – January 1995	Acting Auditor General Newark School District New Jersey Department of Education Duties included oversight of the financial transactions of the school district.
June 1992 – January 1993	Acting County Superintendent of Schools New Jersey Department of Education, Passaic County North Haledon, New Jersey
January 1989 – December 1993	County School Business Administrator

New Jersey Department of Education, Passaic County
Paterson, New Jersey
Duties included reviewing district budgets, elections, facilities, monitoring, transportation, office budget, secretarial staff, technical assistance to districts on finances, liaison to County School Boards Association, conducted Budget Defeat Negotiations.

May 1988 – December 1988

Business Administrator/Board Secretary

Denville Township Board of Education
Denville, New Jersey
Duties included transportation, accounts payable/receivable, payroll, board minutes, federal/state reports, negotiations, budget preparation and reconciliation, preparation of public school contract bids and specifications, evaluation, facilities, fire code; responsible for AHERA and Right-to-Know compliance, investments and bank reconciliation.

1970 – 1988

Teacher of Science, English, Family Life, Mathematics

Oakland Public Schools
Oakland, New Jersey
Teacher of subjects listed for grades 7 and 8, summer enrichment program, yearbook advisor, career day coordinator, chess club/tournament coordinator.

1966 – 1970

Teacher of Biology, Chemistry, Physics, General Science

Clifton Evening Adult School
Clifton, New Jersey
Teacher of subjects listed for adults completing requirements for a high school diploma.

1966 – 1970

Substitute Teacher

Wayne, Oakland, and Clifton Public Schools, New Jersey

1963 – 1964

Teacher of Science and Earth Science

Elmwood Park Memorial High School
Elmwood Park, New Jersey
Teacher in subjects listed for grade 8 and 9, advisor to junior Varsity and varsity cheerleaders.

ADDITIONAL EXPERIENCE

September 2001 – October 2004
September 2007-2016

Adjunct Faculty Member, William Paterson University
Wayne, New Jersey

January 1997 – October 2004

Adjunct Faculty Member, Seton Hall University

June 1992 – October 2004

Trustee, Passaic County Community College

June 1992 – October 2004

Member, Passaic County Technical Institute High School Board of Education

1991 – 1993

Adjunct Faculty Member, Graduate Studies
William Paterson College, Wayne, New Jersey

July 1991 – September 1991
July 1995

Member, Paterson State Takeover/Transition Team
Member, Newark State Takeover/Transition Team

1982 – 1988

Trustee, Wayne Board of Education, Wayne, New Jersey

President: April 1987 – December 1988

Vice President: 1983 – 1984

Chairperson: Building and Grounds, Policy, Insurance,
and Extra-curricular Committees

Additional duties included being member of various negotiations teams, finance, transportation, self-study, and correct-monitoring deficiencies, substance abuse committees, liaison to Safety Town, town council, scholarship and honors board, delegate to Passaic County Shared Services Consortium. Special accomplishments included conducting in-depth study of Board of Education insurance resulting in a savings of \$100,000 while chairperson of Insurance Committee.

1982 – 1988

Member, Passaic County School Boards Association

Program Chairperson

President: April 1987 – December 1988

Delegate to the Special Education Committee to study new Regulations.

EDUCATION

1996

Ed. D. in Educational Administration
Seton Hall University

1976

M.A. Student Personnel Services
William Paterson University

1963

B.A. Science Education (K-12)
William Paterson University
Candidate for B.A. in Biological Science
Douglass College

ADDITIONAL EDUCATION

60 Credits Beyond M.A.

Courses included Elementary Certification, Principal's Certification, School Business Administrator's Certification, School Administrator's Certification

MEMBERSHIPS

Wayne Rotary Club, Member/Secretary
Lenni-Lenape Girl Scout Council, Board Member
Phi Delta Kappa – educational honor fraternity
Kappa Delta Pi – educational honor fraternity
New Jersey Association of School Administrators (NJASA)
American Association of School Administrators (AASA)
New Jersey Association of School Business Officials (NJASBO)
Association for Supervision and Curriculum Development
Paterson Area Zonta Club
New Jersey Schoolmasters – Board of Governors
New Jersey Council of Education

DARE, New Jersey Board of Directors
Wayne Foundation for the Handicapped Board Member

AWARDS

William Paterson University – President's Medal
William Paterson University Alumni Association – Distinguished Alumni Award
The Record – Newspaper in Education Appreciation Award
Lenni-Lenape Girl Scout Council – Girl Scout Woman of Distinction
New Jersey Department of Education – Pride in Who We Are Award
New Jersey Bias Crimes Officers Association – Honor Award
New Jersey Child Assault Prevention - Award for Outstanding Efforts to Prevent Child Abuse
Northern New Jersey Boy Scouts – Distinguished Service Award
DARE, NJ 2006 Superintendent of the Year

WORKSHOPS

NJSBA Conference	"Effective Communications with Your Community"
	"Student Attendance: Funding and School Policy Implications for Urban and Suburban Districts"
	"Improving Board/Superintendent Relations"
	"HIB Law—Two Years Later"
NJASA Conference	"New Board Member Orientation"
Passaic County School Boards Association	"Wayne School Budget – How Are Your Dollars Spent?"
Wayne P.T.O. Council	"Being A School Business Administrator"
NEECL Fall Conference	"Effective Board Meetings"
County Office/PCSBA In-Service	"Board Minutes"
	"3 Rs for New Board Members"
<i>The Record</i> Newspaper	Keynote Speaker, "Newspaper in Education Conference"
New Jersey Department of Education	Presenter in Character Education Conference
	" 'ERASE' - End Racism and Sexism Everywhere"
New Jersey Federal Programs	County Superintendents Panelist, Administrators' Conference, "Hot Topics in Education"
West Point Character Education Conference	Keynote Speaker

REFERENCES

Available upon request

Patrick J. Pelosi, Ed.D.
[REDACTED]
Roseland, New Jersey 07068
Cell: [REDACTED]
Email: [REDACTED]

EDUCATION: Ed.D. Educational Administration and Supervision
Seton Hall University, 1993
M.A. Educational Administration and Supervision
Seton Hall University, 1972
B.S. in Education
Seton Hall University, 1966

CERTIFICATIONS: School Administrator Principal
School Business Administrator Supervisor
Teacher of English and Social Studies

**ADMINISTRATIVE
EXPERIENCE:**

2008 – 2010 Morris County Vocational School District, Denville, New Jersey
Interim Superintendent of Schools

1999 – 2005 West Essex Regional School District, North Caldwell, New Jersey
Superintendent of Schools

1989 – 1999 Wanaque Public School District, Wanaque, New Jersey
Superintendent of Schools

1972 – 1989 Orange Public Schools, Orange, New Jersey
Superintendent of Schools (1988-1989)
Acting Superintendent of Schools (1987-1988)
Associate Superintendent of Schools for Business
Administration/Secretary (1983-1987)
Associate Superintendent of Schools for Personnel and Staff
Development (1975-1983)
Administrative Assistant (1972-1975)

1971 – 1972 East Orange Public Schools, East Orange, New Jersey
Assistant Director of Grants Management

**TEACHING
EXPERIENCE:**

1994 – 2008 Adjunct Instructor, College of Education
William Paterson University

1977 – 1988 Adjunct Instructor, Graduate School of Education
Jersey City State College

1966 – 1971 Teacher, English, Social Studies, Adult Education
East Orange High School

**AWARDS/
HONORS:**

Outstanding Educator, Wanaque Jaycees
Key to City of Orange
Who's Who in American Education
Who's Who in the East
Kappa Delta Pi, International Honor Society
Phi Delta Kappa

**PROFESSIONAL
AFFILIATIONS:**

New Jersey Schoolmasters
New Jersey Council of Education
American Association of School Administrators
Association for Supervision and Curriculum Development
National Association of Educational Negotiators
New Jersey Administrators Association
Essex County Association of School Business Officials
(President, 1986-1987)
Passaic County Administrators Association (President, 1996-1997)
National Middle Schools Association

**RELATED
ACTIVITIES:**

Leadership Consultant, Innovative Designs for Education
New York Regents Consultant, Mercy College, Tarrytown, New York
New Jersey Professional Teaching Standards Board
New Jersey Department of Education Consolidated Application Advisory Committee
New Jersey Department of Education External Review Team for Paterson
Seton Hall University Doctoral Studies Board of Directors
Passaic County Educational Partnership Chapter of the Teacher Education Council of State Colleges and Universities Executive Board
Passaic County Educational Services Commission
(President, 1992-1993)
East Orange Educational Association (President, 1969-1971)
Study Team, Community Schools, Mott Foundations, Flint, Michigan
Study Team, House Plan in Secondary Schools, Boston, Massachusetts
Middle Atlantic States Evaluation Committee, South Philadelphia High School
Upsala College Educational Interns Program
New Jersey Joint Legislative Commission Studying Autonomous Authorities, Director of Research
Governor Chris Christie's Education Transition Team

SHARED SERVICES AGREEMENT

This Shared Services Agreement is made and entered into this _____ day of June 2024, by and between the Berkeley Township Board of Education, with its principal offices located at 53 Central Parkway, Bayville, New Jersey 08721, and the Seaside Heights Board of Education, with its principal offices located at 1200 Bay Boulevard, Seaside Heights, New Jersey 08751.

The Berkeley Township Board of Education and the Seaside Heights Board of Education hereby agree to participate in a shared services agreement for the 2024-2025 school year, which includes, but is not limited to, the sharing of Superintendent and Business Administration services for \$83,000, as set forth with specificity in Exhibit A, attached hereto.

Each local unit is authorized to enter into this contract under the Shared Services Consolidation Act, which may be adopted by a resolution, and must also receive approval from the Ocean County Superintendent.

IN WITNESS WHEREOF, the parties hereto have caused this Shared Services Agreement to be executed by their duly authorized representatives as of the day and year first above written.

WITNESS AND ATTEST:

SEASIDE HEIGHTS BOARD OF EDUCATION

Witness

Eric Hershey,
Board President

Date: _____

Date: _____

**BERKELEY TOWNSHIP BOARD OF
EDUCATION**

Tyler Verga, Board Secretary

Jennifer Bacchione,
Board President

Date: _____

Date: _____

EXHIBIT A

Now, therefore, in consideration of the mutual terms and conditions and covenants herein contained, the parties agree as follows:

1. The Berkeley Township Board of Education agrees to provide the Seaside Heights Board of Education (“Seaside Heights”) with such services as described in Paragraph four (4) herein, The cost to Seaside Heights during the term of this agreement is noted in Paragraph twenty-two (22) herein. This fee is intended to reimburse the Berkeley Township Board of Education for services rendered delineated in this agreement by the Berkeley Township Board of Education’s staff in completion of the Berkeley Township Board of Education’s responsibilities performed on behalf of Seaside Heights pursuant to this agreement. Payment of this fee shall be made quarterly or semi-annually by Seaside Heights to the Berkeley Township Board of Education.

2. In the event that Seaside Heights shall fail to make payments pursuant to this agreement, the Berkeley Township Board of Education shall service written notice of default. If Seaside Heights fails to cure such default within sixty (60) days after receipt of such notice, the Berkeley Township Board of Education may terminate this agreement and shall immediately cease any work in progress. Failure by the Berkeley Township Board of Education to require Seaside Heights to make timely payments shall not constitute a waiver of The Berkeley Township Board of Education’s rights under this agreement.

3. Seaside Heights will be charged an annual fee \$83,000.00 billed semi-annually in equal payments for services to be provided by the Berkeley Township Board of Education outlined in this agreement; items Including but not limited to administrative services, facilitation of all curriculum needs, facility management services, business administrator functions, board secretary functions and shared superintendent services.

4. The Berkeley Township Board of Education shall provide Seaside Heights services as follows:

- a. Curriculum/Instructional — The Berkeley Township Board of Education shall provide staff development for the teaching staff of Seaside Heights. The Berkeley Township Superintendent will make recommendations to Seaside Heights relative to curriculum. The Berkeley Township Superintendent shall also recommend for approval by Seaside Heights any and all expenditures deemed necessary to fulfill the curriculum/instructional function, to include, but not be limited to, textbooks, professional development, supplemental supplies, and software. This shall include use of the Berkeley Township Board of Education’s Curriculum Supervisors and interacting with and meeting with Seaside Heights staff. The Berkeley Township Board of Education will provide Special Education Supervisory Services. The Supervisor assigned will coordinate with the Seaside Heights Child Study Team personnel and outside professional services as needed.
- b. Finance — The Berkeley Township Board of Education shall provide a certified School Business Administrator to Seaside Heights. The Berkeley Township Board of Education shall be designated as the employer of the SBA for tenure rights in accordance with N.J.S.A. 40A:65-6 and any other rights an employee may have as a

certified School Business Administrator. It is understood by the parties that the designated School Business Administrator is not an employee of Seaside Heights but will provide the following services.

- Preparation of annual budget/facilitate the annual external audit.
 - Oversight of Transportation, Food Service and Buildings and Grounds
 - All other business functions
 - The Berkeley Township Board of Education will provide assistance to Seaside Heights with its business operations and perform all business functions as required by a school district by the Department of Education.
 - The Berkeley Township Board of Education will provide complete payroll services for Seaside Heights to include personnel and state and federal reporting.
 - The Berkeley Township Board of Education shall also provide procurement functions and the handling of purchase orders in accordance with state laws and regulations.
 - Purchase orders shall be presented to Seaside Heights for its approval. All contracts shall continue to be awarded by Seaside Heights.
 - The Berkeley Township Board of Education will assist with staff attendance reporting in a manner which meets state requirements including all reports mandated by the Department of Education.
 - The Berkeley Township Board of Education will assist with student attendance reporting in a manner which meets state requirements including all reports mandated by the Department of Education.
 - The Berkeley Township Board of Education shall perform any other task necessary, or incidental to, the completion of the functions stated in Exhibit A.
- c. Facility Management — The Berkeley Township Board of Education shall update and maintain Seaside Heights' approved facility maintenance plan, may perform necessary maintenance and may recommend capital improvements. Labor costs will be billed monthly at a rate of \$50.00 per hour plus the actual costs of materials for any projects with prior approval by Seaside Heights. In addition, the Berkeley Township Board of Education will provide staff certified as a Certified Education Facilities Manager when needed. The Berkeley Township Board of Education will provide energy management services. This shall include a review of Seaside Heights HVAC systems and lighting and procedures to reduce energy costs throughout the building. The Berkeley Township Board of Education will engage an outside agency to perform landscaping services during the course of the agreement including the Hugh J. Boyd School and the adjacent field to the north of the building.

The Berkeley Township Superintendent would recommend the landscaping contract for approval to the Seaside Heights Board of Education and the Seaside Heights Board of Education would pay the actual costs associated with the landscaping contract.

- d. Transportation — The Berkeley Township Board of Education will provide student busing, when required, at the actual cost of the route on a monthly basis. The Berkeley Township Board of Education shall provide transportation services for field trips at a rate to be determined each school year. The Berkeley Township Board of Education will provide transportation, when possible, for out of district routes based on the actual cost of the route on a per pupil basis. For out of district bus routes for which the Berkeley Township Board of Education does not have an in-house route, Seaside Heights shall contract with Monmouth Ocean Education Services Commission or other districts for the best daily rate. Berkeley Township Board of Education will subject all transportation routes through the bidding process required by law. The SBA will facilitate this process.
- e. Meals — The Berkeley Township Board of Education will provide healthy meals to the students of Seaside Heights. The Berkeley Township Board of Education will provide both a nutritious breakfast and lunch to the students of Seaside Heights. The breakfast and lunch provided to the students by the Berkeley Township Board of Education will meet the requirements mandated by the New Jersey Department of Agriculture. Seaside Heights will reimburse the Berkeley Township Board of Education monthly for costs of the meals at \$3.78 per meal inclusive of costs for transportation. Meals shall be delivered by the Berkeley Township Board of Education's contracted food service provider. This reimbursement rate may increase each following school year by the amount equal to or less than the consumer price index according to the contract that the Berkeley Township Board of Education has with its outside vendor. The Business Office will be responsible for SNEARS reimbursement application under the CEP grant to the NJDOE. The Berkeley Township Board of Education shall also bill Seaside Heights for any costs incurred for supplies such as paper products, utensils, etc.
- f. Administration — The Berkeley Township Board of Education will provide Superintendent Services to Seaside Heights. The Superintendent shall be an employee of the Berkeley Township Board of Education and not an employee of Seaside Heights, properly licensed by the State of New Jersey and perform administrative duties which shall include but not limited to the following: the Berkeley Township Superintendent shall recommend to Seaside Heights all personnel hiring, re-hiring, terminations, non-renewals, reduction in force (RIF's) and transfers; shall also recommend to Seaside Heights curriculum and other related educational decisions including textbooks, professional development and technology; will meet with parents and community members and attend school functions and Board meetings. The Berkeley Superintendent will evaluate the Principal and shall create the Board of Education meeting agendas and complete all NJ Smart reporting requirements.

In addition, the following are the management services to be provided by the Shared Superintendent to Seaside Heights Board of Education:

- Direct responsibilities for recommending actions to the Seaside Heights Board of Education on employment decisions, personnel decisions, and other discretionary authority incumbent upon holders of the office of Superintendent or chief school administrator for the Seaside Heights School District.
- General authority and regulatory responsibility to oversee the operation of the Seaside Heights School, the Seaside Heights School educational program, construction/renovation projects, and the implementation of policies and procedures for the operation of the Seaside Heights School District. The Seaside Heights School Principal will report to and be evaluated by the Shared Superintendent. The Seaside Heights principal will evaluate all other staff AT THE Seaside Heights School.
- The Shared Superintendent will operate the Seaside Heights School District using the policies and procedures adopted by the Seaside Heights School District and may recommend new and revised policies and regulations as required by law and/or the NJDOE.
- The responsibility for fiscal operation of the school district. The School Business Administrator will report to the Shared Superintendent and the Seaside Heights Board of Education when necessary.
- The Shared Superintendent will have the responsibility of evaluating the Seaside Heights Principal while the Seaside Heights Principal will have the responsibility to evaluate all other staff employed by the Seaside Heights Board of Education.
- The Berkeley Township Board of Education shall provide Board Secretary Services to Seaside Heights, and they shall designate a School Board Secretary for the position as required by New Jersey Statute. The School Board Secretary designated for the position shall perform all functions mandated by a School Board Secretary by New Jersey Statute including but not limited to preparation of agendas for board meetings, preparation of board minutes. The Board Secretary may be the Business Administrator for Berkeley Public Schools and Seaside Heights as well.
- Seaside Heights shall make every effort to schedule its board meetings on dates that do not conflict with the Berkeley Township Board of Education's board meeting dates. The Berkeley Township Board of Education shall be designated as the employer for the School Board Secretary for tenure rights in accordance with N.J.S.A 40A:65-6 and any other rights afforded to a School Board Secretary. It is understood between the parties that the designated School Board Secretary should not be an employee of Seaside Heights.
- All other services provided will be billed monthly on an as-needed basis subject to the prior approval of Seaside Heights. No work will be implemented without prior approval of Seaside Heights.

5. Pursuant to N.J.S.A. 40A:65-5, the parties shall adopt resolutions authorizing this agreement which shall be effective upon subsequent execution by the parties. This agreement shall remain in full force and effect from its effective date of July 1, 2024, until June 30, 2027; however, either party may, in their sole discretion, upon sixty (60) days written notice, terminate this agreement at an earlier date. Seaside Heights certifies that sufficient funds are available in its

current budget to cover the cost of this agreement. Seaside Heights has the right to notify the Berkeley Township Board of Education by January 1, 2027, of its desire to renew this agreement for the 2027-28 school year. The Berkeley Township Board of Education has until February 1, 2027, to notify Seaside Heights whether or not it accepts the renewal request.

6. By execution of this agreement, Seaside Heights acknowledges and agrees that it remains responsible for the performance and evaluation of all staff at the school. Seaside Heights also acknowledges and agrees that this agreement shall not be construed as a commitment, or intention, by the Berkeley Township Board of Education to provide the services beyond this agreement.

7. Notwithstanding anything to the contrary herein, the parties to this agreement expressly acknowledge that Seaside Heights is not delegating their authority under the statutes of the State of New Jersey and, therefore, Seaside Heights retains ultimate decision-making authority, with the Berkeley Township Board of Education merely making recommendations.

8. The agreement shall be administered on behalf of the Berkeley Township Board of Education by James Roselli as Superintendent and by the Principal of Seaside Heights on behalf of Seaside Heights.

9. In the event of any disputes between the parties, they agree to first submit the contract dispute to the Executive County Superintendent in accordance with N.J.S.A. 18A:17-24.8 for his determination, In the event the contract dispute cannot be remedied by mutual agreement the parties shall submit to binding arbitration.

In the event a dispute arises between the parties as to terms of the agreement or the satisfactory performance by any of the parties of the services or other responsibilities provided for in the agreement, such disputes or questions shall be resolved by binding arbitration or binding fact-finding procedures. The parties hereunder agree that if such binding arbitration or binding fact finding procedures are required to settle any questions or disputes, the parties hereunder agree that they shall mutually appoint a single arbitrator consistent with American Arbitration Association Rules.

10. Any party performing a service under this agreement is the general agent of the other party on whose behalf the service is performed pursuant to this agreement. Such agent shall have full powers to undertake any ancillary operation reasonable necessary or convenient to carry out its duties including all powers of enforcement and administration regulation, which are or may be exercised by the party on whose behalf it acts pursuant to this agreement, except as such powers are limited by the terms of this agreement. No party shall be liable for any part or share of the cost of acquiring, constructing, or maintaining any capital facility acquired or constructed by the other party unless such part or share is provided for in the agreement or in an amendment thereto, which shall have been ratified by the contracting parties in the manner provided for in the Shared Services and Consolidation Act for entering into a contract.

11. Seaside Heights shall immediately notify the Berkeley Township Board of Education in writing of any alleged failure to satisfactorily perform its obligations under this agreement. If the Berkeley Township Board of Education fails to rectify its performance within sixty (60) days from written notice to the Berkeley Township Board of Education, then Seaside

Heights may terminate this agreement. Failure by Seaside Heights to require the Berkeley Township Board of Education to rectify its performance shall not constitute a waiver of Seaside Heights rights under this agreement.

12. It is hereby understood and agreed that Seaside Heights and the Berkeley Township Board of Education shall each be responsible for their negligence or failure to perform any obligations under this agreement of its own employees, agents or servants. As a result they both agree to defend, indemnify and hold the other party harmless including its employees and agents from and against all claims, lawsuits including those brought by any third parties including reasonable attorney fees and losses in the event that a claim is filed against one party as a result of the negligence or failure to perform any obligations under this agreement of the other parties or their employees or agents.

13. The Berkeley Township Board of Education and Seaside Heights hereby warrant and represent that his agreement has not been solicited or secured, directly or indirectly, in a manner contrary to the laws of the State of New Jersey, that said laws have not been violated and shall not be violated as they relate to the procurement or the performance of this agreement by any conduct, including the payment or giving of any fee, commission, compensation, gift, gratuity or consideration of any kind, directly or indirectly, to any employee, officer or official of Berkeley Township or Seaside Heights.

14. Notices given in accordance with the terms of this agreement shall be deemed sufficiently served if such notice is mailed by certified or registered mail, or is delivered personally to either of the parties at the addresses set forth on the first page of this agreement, or at such other place as the parties may from time to time designate in writing. In computing the number of days specified in any notice given hereunder, the date of mailing or personal service, as the case may be, shall be counted as the first day.

15. No change or modification of any of the covenants, terms or provisions hereof shall be valid unless in writing and signed by the parties hereto. There are no understandings or agreement of any kind between the parties hereto, verbal or otherwise, other than as set forth in this agreement.

16. The covenants and agreements herein contained shall ensure to the benefit of, be binding upon successors, heirs, executors, administrators and assigns of the parties hereto, respectively.

17. The agreement shall be governed by and construed under the laws of the State of New Jersey.

18. The provisions of the agreement are severable and it is the intention of the parties hereto that if this agreement cannot take effect in its entirety because of the final judgment of a court of competent jurisdiction, holding invalid any part or parts thereof, the remaining provisions of the agreement shall be given full force and effect as completely as if parts held invalid had not been included therein.

19. The terms of this agreement will be effective July 1, 2024, through June 30, 2027, unless terminated in accordance with any provisions of this agreement. Either party may terminate this agreement with or without cause upon sixty (60) days written notice.

20. The terms of this agreement are subject to the approval of the County Superintendent and Commissioner of Education in accordance with the applicable New Jersey Statutes and administrative regulations.

21. It is agreed between the Berkeley Township Board of Education and Seaside Heights that the financial terms of this contract may be modified by the parties, if, in the opinion of the Berkeley Township Board of Education or Seaside Heights, the effect of the agreement in its operation is unfair to either school district by reason of costs or other burdens that were not anticipated by the parties at the Inception of this agreement. Any such modification may only be made by the mutual written agreement of both boards of education.

22. The allocation for the total costs of the services provided by the Berkeley Township Board of Education to Seaside Heights shall be as follows:

	2024/2025	2025/2026	2026/2027
Superintendent Services	\$20,000	\$20,000	\$20,000
Curriculum Services	11,000	11,000	11,000
Financial Services/ Business Administrator	31,000	31,000	31,000
Superintendent Secretary	21,000	21,000	21,000
Total Per Year:	\$83,000	\$83,000	\$83,000

JUSTIA

[Go to previous versions of this Section](#)

2023 New Jersey Revised Statutes

Title 18A - Education

Section 18A:17-24.1 - Sharing of superintendent, school business administrator; procedure

Universal Citation: NJ Rev Stat § 18A:17-24.1 (2023)

[< Previous](#)[Next >](#)

18A:17-24.1. Sharing of superintendent, school business administrator; procedure

4. The boards of education of two or more school districts may share a superintendent or a school business administrator, or both. A shared superintendent or business administrator shall be subject to the same rules governing eligibility for employment as are superintendents or business administrators of a single district. The decision to share a school business administrator shall be made jointly by the boards of education of the districts, in consultation with the superintendents of the respective districts, subject to the final approval of the Commissioner of Education. The decision to share a superintendent shall be made jointly by the boards of education of the districts, subject to the final approval of the Commissioner of Education. The procedure shall be as follows:

a. Should two or more districts, after careful study and opportunity for community input, decide to share a superintendent or school business administrator, the districts shall mutually prepare a report for submission to the county superintendent or county

superintendents if the districts are in different counties. The report shall outline the anticipated advantages to the districts and the feasibility of a shared arrangement. The report shall set forth a plan explaining how the shared arrangement will operate, and shall also address such items as community support for the arrangement, effect on services to the respective districts, division of the superintendent's or business administrator's time between the districts, availability of administrative backup, likelihood of situations creating conflict of interest, and financial advantages of the arrangement.

b. The county superintendent or superintendents shall review the plan and forward a recommendation to the Commissioner of Education who shall approve or disapprove the plan.

L.1996,c.111,s.4.

[< Previous](#)

[Next >](#)

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