

**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 Parlapandis 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 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, 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:

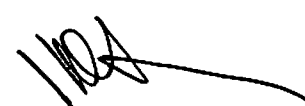
	2022/2023	2023/2024	2024/2025
Superintendent Services	\$20,000	\$20,000	\$20,000
Curriculum Services	11,000	11,000	11,000
Financial Services/ Business Administrator	31,000	31,000	31,000
Superintendent Secretary	20,000	20,500	21,000
Total Per Year:	\$82,000	\$82,500	\$83,000

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)



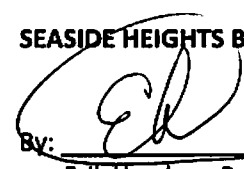
Kevin O'Shea Board Secretary
(Seal)

CENTRAL REGIONAL BOARD OF EDUCATION

By: 

Louis Turdinaro, President

SEASIDE HEIGHTS BOARD OF EDUCATION

By: 

Erik Hershey, President