

**REQUEST FOR PUBLIC RECORDS
OF THE PLUMSTED TOWNSHIP BOARD OF EDUCATION
COUNTY OF OCEAN COUNTY**

Requested by: James Everett Clayton

Address: _____

Phone and/or Fax: _____

Signed: _____
Date

To be completed by the Custodian of Records

Clearly print a brief description of the record(s) requested:

1. Contract of business administrator
2. Curriculum vitae of business administrator
3. Shared service agreements regarding staffing
4. _____

Request Approved Or Denied	To be Provided by	Fees Charged
Approved		
Approved		
Approved		

*If request if denied, the reasons for denial follow:

1. _____
2. _____
3. _____
4. _____

/s/Sean Gately

5/11/21

Signature of Custodian

Date

This form must be completed and presented to the Office of the Board Secretary during normal business hours Monday – Friday. Fees must be paid in advance. Requested records will be made available as soon as possible but not later than seven business days after receiving the request provided that the record is currently available and not in storage or archived.

A person making a request of public records who is denied such access, may institute a proceeding to challenge the custodian's decision by filing an action in Superior Court; or in lieu of filing an action in Superior Court, file a complaint with the Government Records Council established pursuant to Section 8 of P.L. 2001, c.404 (C.47:1A-7)

Letter size.....\$0.05 per page

Legal size.....\$0.07 per page



State of New Jersey

PHILIP D. MURPHY
Governor

SHEILA Y. OLIVER
Lt. Governor

OCEAN COUNTY OFFICE OF EDUCATION
212 WASHINGTON STREET, PO BOX 2191
TOMS RIVER, NJ 08754-2191
(732) 929-2078 FAX (732) 244-8242
www.nj.gov/education

KEVIN DEHMER
Interim Commissioner

KEVIN W. AHEARN
Executive County Superintendent

September 28, 2020

Ms. Michelle Halperin-Krain, Acting Superintendent
Plumsted School District
117 Evergreen Road
New Egypt, NJ 08533

Dear Ms. Halperin-Krain:

I have reviewed the employment contract for Sean Gately for the position of School Business Administrator/Board Secretary, in accordance with N.J.S.A. 18A:7-8(j) and to determine compliance with the standards adopted by the Commissioner of Education at N.J.A.C. 6A:23A-3.1. Based upon my review, I have determined that those provisions of the contract subject to my review are in compliance with applicable laws and regulations. Therefore, I approve the contract for a term beginning July 1, 2020 to June 30, 2021.

This contract must now be approved by the district Board of Education. I ask that you submit a signed copy of this contract and a copy of the minutes (affixed with a raised seal) indicating the resolution approving this contract.

If there are any changes to the terms of this contract, you will need to submit it to me for review and approval prior to the required public notice and hearing of such changes.

Please be reminded that the contract for this position must be submitted annually to the Executive County Superintendent for review and approval.

Sincerely,

A handwritten signature in black ink, appearing to read "Kevin W. Ahearn", with a long, sweeping horizontal line extending to the right.

Kevin W. Ahearn
Executive County Superintendent
Ocean County Office of Education

cc: Sean Gately, School Business Administrator/Board Secretary

KWA/mw

SCHOOL BUSINESS ADMINISTRATOR

Detailed Statement of Contract Costs

District:	Plumsted Township			
Name:	Sean Gately			
Date BOE Authorized Submission to County Office	7/8/2020			
District Grade Span	Prek - 12+			
On Roll Students as of 10-15	1,159			
	2019-2020	2020-2021	Difference	% Inc
Salary				
Salary	\$ 160,742	\$ 163,957	\$ 3,215	2.00%
Subcontracted Services	\$ -	\$ -	\$ -	#DIV/0!
Longevity	\$ -	\$ -	\$ -	#DIV/0!
Total Annual Salary	\$ 160,742	\$ 163,957	\$ 3,215	2.00%
Additional Salary				
Quantitative Merit Goals	\$ -	\$ -	\$ -	#DIV/0!
Qualitative Merit Goals	\$ -	\$ -	\$ -	#DIV/0!
Additional Compensation - Describe:	\$ -	\$ -	\$ -	#DIV/0!
Total Additional Salary	\$ -	\$ -	\$ -	#DIV/0!
Total Annual Salary plus Additional Salary	\$ 160,742	\$ 163,957	\$ 3,215	2.00%
Board Contribution for Cost of Premiums for:				
Health Insurance	\$ -	\$ -	\$ -	#DIV/0!
Prescription Insurance	\$ -	\$ -	\$ -	#DIV/0!
Dental Insurance	\$ -	\$ -	\$ -	#DIV/0!
Vision Insurance	\$ -	\$ -	\$ -	#DIV/0!
Disability Insurance	\$ -	\$ -	\$ -	#DIV/0!
Life Insurance	\$ -	\$ -	\$ -	#DIV/0!
Other Insurance - Describe:	\$ -	\$ -	\$ -	#DIV/0!
Waiver of Benefits	\$ 5,000	\$ 5,000	\$ -	0.00%
Section 125 Plan Reimbursements - Describe:	\$ -	\$ -	\$ -	#DIV/0!
Board Contribution for Cost of Premiums	\$ 5,000	\$ 5,000	\$ -	0.00%
Employee Contribution to Premiums as Per Law	\$ -	\$ -	\$ -	#DIV/0!
Total Health Benefits Compensation	\$ 5,000	\$ 5,000	\$ -	0.00%
Other Compensation				
Travel/Expense Reimbursement (Estimated Annual Cost)	\$ 1,500	\$ 1,500	\$ -	0.00%
Professional Development (Capped Amount or Estimated Annual Cost)	\$ 3,750	\$ 3,750	\$ -	0.00%
Tuition Reimbursement	\$ -	\$ -	\$ -	#DIV/0!
Mentoring Expenses - Describe:	\$ -	\$ -	\$ -	#DIV/0!
National/State/County/Local/Other Dues	\$ 1,250	\$ 1,250	\$ -	0.00%
Subscriptions	\$ -	\$ -	\$ -	#DIV/0!
Board Paid Cell Phone or Reimbursement for Personal Cell Phone	\$ -	\$ -	\$ -	#DIV/0!
Computer for home use, including supplies, maintenance, internet	\$ -	\$ -	\$ -	#DIV/0!
Other - Describe: Professional Liability Insurance and Bond Insurance	\$ -	\$ -	\$ -	#DIV/0!
Total Other Compensation	\$ 6,500	\$ 6,500	\$ -	0.00%
Sick and Vacation Compensation				
Maximum Payment for Unused Sick Leave Upon Retirement	\$ 15,000	\$ 15,000	\$ -	0.00%
Maximum Payment for Unused Vacation Leave - Retirement or Separation	\$ 15,000	\$ 15,000	\$ -	0.00%
Total Sick and Vacation Compensation	\$ 30,000	\$ 30,000	\$ -	0.00%
TOTAL CONTRACT COSTS	\$ 202,242	\$ 205,457	\$ 3,215	1.59%

This Employment Contract is made and entered into this ____ day of _____, 2020, by and between the Plumsted Township Board of Education, with offices located at 131 Evergreen Road, New Egypt, New Jersey (hereinafter referred to as the "Board" or "District")

And

Sean Gately, (hereinafter referred to as "Business Administrator")

WHEREAS, the Board of Education desires to provide the Business Administrator with a written Employment Contract for services as Business Administrator and Board Secretary in order to enhance administrative stability and continuity in the business operations of the Board, and

WHEREAS, the Board and the Business Administrator believe that a written Employment Contract is necessary to describe, specifically, the relationship between the Board and the Business Administrator serving as Business Administrator and Board Secretary, and to serve as the basis of effective communication between them as they fulfill their governance and administrative functions in the operation of the District, and

WHEREAS, the reference to Business Administrator is intended to refer to the performance of the duties of both Business Administrator and Board Secretary, and

NOW THEREFORE, the Board and the Business Administrator as Business Administrator and Board Secretary, for the consideration herein specified, agree as follows:

1. TERM

The Board hereby employs, and the Business Administrator hereby accepts, employment as the Business Administrator and the Board Secretary for a term commencing July 1, 2020 through June 30, 2021.

2. DUTIES AND RESPONSIBILITIES

The duties to be performed by the Business Administrator shall be as set forth in applicable New Jersey Law, Statutes and Administrative Code; relevant sections of policies and administrative regulations heretofore or hereafter adopted by the Board and other appropriate duties as the Board may from time-to-time require.

The Business Administrator shall devote his time, attention and energy to the business of the District. All duties assigned to the Business Administrator should be appropriate to and consistent with the professional

role and responsibility of the Business Administrator, and shall be set by Board policy and in the job description for the Business Administrator which may be modified from time to time, consistent with the intent set forth above.

The Business Administrator shall hold a valid and appropriate certificate to serve as Business Administrator/Board Secretary in the State of New Jersey during the term of this Contract.

3. COMPENSATION

During the term of this Employment Contract, including any extensions thereof, the Business Administrator shall not be reduced in compensation, including salary and benefits. Throughout this Employment contract the Business Administrator's per diem rate shall be calculated as 1/260th of his then-current annual salary.

A. Salary: The Board shall pay the Business Administrator an annual salary rate, one hundred sixty three thousand nine hundred fifty seven dollars (\$163,957), for the period of this Contract commencing on July 1, 2020 through June 30, 2021. This salary rate shall be paid to the Business Administrator in accordance with the schedule of salary payments in effect for other certified employees. Any amendments shall be in writing upon mutual agreement between the Board and the Business Administrator and shall be subject to all approval requirements of the Ocean County Executive County Superintendent of Schools required by N.J.S.A. Title 18A and public notices and public hearing required by N.J.S.A. 18A:11-11.

B. Benefits in Addition to Salary: The Board shall provide the Business Administrator, as part of his compensation, with the following annual benefits:

a. Vacation/Holidays: The Business Administrator shall receive twenty (20) work days of vacation annually with pay which days shall be exclusive of school holidays as well as the winter and spring recesses as set forth in the Board approved annual school calendar. Unused vacation days may be accumulated and aggregated beyond the Contract year for a period up to one year where required by business demands.

The Business Administrator shall be permitted to take vacation days by notifying the Superintendent of Schools. The Superintendent's Office shall be responsible for maintaining written documentation of the Business Administrator's earned and accrued vacation days. In the event the Business Administrator retires or resigns during the Contract term, vacation days earned shall be paid on a pro-rated basis of one and two-thirds (1-2/3) days accrued per month. Under no circumstances may payment to the Business Administrator, upon separation from service or retirement, for unused vacation time exceed fifteen thousand dollars (\$15,000.00).

The Business Administrator shall be entitled to all holidays in the school year that are given to the certified teaching staff. In addition, the Business Administrator shall receive the following days as holidays: Independence Day (July 4) and Labor Day. In the event the Business Administrator is required to work on a given holiday, the Business Administrator shall be entitled to take another day off from work during the Contract term without loss of pay.

The Business Administrator shall be entitled to the winter and spring school recesses/breaks as and if provided in the Board approved annual school calendar. However, if the annual school election is to be held within seven (7) days before or seven (7) days after any school recess/break, the Business Administrator may, at the direction of the Board through notification from the Board President or the Superintendent of Schools, be required to work during the school recess/break and, if so directed, shall work during the school recess/break. In the event the Business Administrator is required and does work during the school recess/break, the Business Administrator shall receive compensatory time off from work on a day for day basis without loss of pay at a time acceptable to the Board.

In the event of the death of the Business Administrator, all accumulated earned and accrued vacation days shall be paid to the estate of the Business Administrator at the Business Administrator's then current per diem rate of pay (annual salary/260), not to exceed \$15,000.00.

b. Personal Leave: The Business Administrator shall be granted three (3) personal days with pay per year, prorated. If any personal days are unused at the end of a contract term, they shall be converted

to sick days and shall be accrued for use during the term of subsequent employment of the Business Administrator.

c. Sick Leave: The Business Administrator shall receive twelve (12) sick days, prorated, leave annually. Up to two (2) sick days may be used as family illness days for the care of an immediate family member. The unused portion of sick days remaining at the end of the Contract year shall be cumulative in accordance with the provisions of N.J.S.A. Title 18A.

Upon retirement and notice to the Board, the Business Administrator shall be entitled to use those numbers of days of unused sick days for reimbursement, at the rate per day of annual salary divided by 260, provided the Business Administrator has a minimum five (5) years continual service in the district. Reimbursement for sick days upon retirement shall not exceed fifteen thousand dollars (\$15,000.00).

d. Bereavement Leave: The Business Administrator shall be entitled to bereavement leave in the event of the death of a member of his immediate family for up to five (5) days within a two week period commencing with the date of death without loss of pay. Immediate Family shall include grandfather, grandfather-in-law, step grandfather, grandmother, grandmother-in-law, step grandmother, father, father-in-law, mother, mother-in-law, wife, child, brother, stepbrother, brother-in-law, sister, stepsister, sister-in-law, stepfather, stepfather-in-law, stepmother or stepmother-in-law. Up to one (1) school day within a two-week period commencing with the event of death of an aunt, aunt-in-law, uncle, uncle-in-law, niece, step-niece, nephew or step-nephew shall be allowed without loss of pay. Extenuating circumstances regarding other individuals may be considered by the Superintendent on a case-by-case basis.

e. Health Benefits: The Board shall provide the Business Administrator with medical, prescription and dental insurance for individual and family coverage (dependent as defined in the current plan coverage to age 26). The Business Administrator shall be responsible for payroll deductions for the cost of health benefits under the provisions of Chapter 78, Public Law 2011. The

Business Administrator may waive health coverage if the Business Administrator is covered through the health plan of the Business Administrator's spouse or domestic partner as domestic partner is defined by New Jersey statute, but only in accordance with procedures established by the Board, if such right to waive coverage has been established by the Board for other certified employees of the Board. Payment for waiving coverage shall be in the annual amount of \$3,500 for medical, \$1,000 for prescription and \$500 for dental.

f. Membership Fees: The Board shall pay the Business Administrator's membership fees and/or charges to the Business Administrators Association(s) and other professional/civic groups including but not limited to the IASBO, NJASBO and OCASBO, which he deems necessary to maintain or improve the Business Administrator's professional skill.

g. Automobile Use Reimbursement: In light of the unique nature of the responsibilities of the Business Administrator, the Business Administrator shall be reimbursed for actual mileage when using the Business Administrator's personal vehicle for Board business at the rate annually established by the New Jersey OMB Circular (the State rate). The Business Administrator shall follow Board policy in supplying the necessary documentation when seeking reimbursement.

h. Professional Growth: The Business Administrator shall also be entitled to reimbursement for expenses incurred for costs for participation in graduate courses or equivalent seminars, workshops, convocations, conferences and/or conventions which include the fall New Jersey School Boards Association Workshop and Convention and those conferences held by IASBO and NJASBO. Such reimbursement shall comply with all applicable provisions of New Jersey statutory and regulatory provisions and guidance, including N.J.S.A. 18A:11-12 and N.J.A.C. 6A:23A-3.1, and with Board policy. Reimbursement or payment for hotel, meal and travel expenses shall be made in accordance with Board policies and shall be in compliance with the applicable Federal Office of Management and Budget (OMB) Circular and all applicable provisions of the New Jersey statutory and regulatory provisions and guidance, including N.J.S.A. 18A:11-12 and N.J.A.C. 6A:23A-3.1. Any amount that

will cause the total membership fees and other costs per annum contemplated by this section to exceed five thousand dollars (\$5,000.00) will require specific, advance, formal Board approval.

i. Expense Reimbursement: The Business Administrator shall be reimbursed by the Board following submission of appropriate expense documentation for the payment of legitimate expenses or items purchased as needed to serve in his role as Business Administrator and/or Board Secretary.

j. Statutory Annuity Salary Reduction Program: The Business Administrator shall have the right at any time prior to the commencement of, or at any time during the Business Administrator's employment, to take a reduction in salary and require the Board to use an amount corresponding to such reduction to purchase a tax sheltered annuity and/or mutual fund investment in accordance with N.J.S.A. 18A:66-127 et seq. and applicable tax laws, including Sections 403(b) and 457(b) of the Federal Internal Revenue Code. The maximum amount of reduction in salary authorized shall be the maximum tax deferral amount permitted by the Federal Internal Revenue Code.

k. District Owned Equipment: The Business Administrator shall have the right to use such district owned office and personnel communication equipment, such as a district owned laptop computer, as may be necessary for the Business Administrator to perform the Business Administrator's functions. The Board acknowledges that such equipment may be used personally by the Business Administrator but with no expense to the Board. Any expense incurred by the Board for personal use by the Business Administrator shall be reimbursed to the Board by the Business Administrator. The Business Administrator also acknowledges that any use by the Business Administrator shall not be for illegal purposes.

l. Documentation/Recordkeeping: The Business Administrator shall be responsible for filing a time off slip, in advance of the time off permitted in this Contract or immediately upon the return of the Business Administrator to the district in the event of an unplanned absence. The time off slip shall be filed with the Superintendent's Office each time any leave is taken. The Business Administrator shall periodically review the record of the Superintendent's Office to insure correctness.

4. INDEMNIFICATION

The Board of Education shall defend, hold harmless and indemnify the Business Administrator from any and all demands, claims, suits, actions and legal proceedings of any kind brought against the Business Administrator in his capacity as an agent and/or employee of the Board of Education and while the Business Administrator was acting within the scope of the Business Administrator's employment and, as such, liability coverage is within the authority of the Board to provide pursuant to N.J.S.A. Title 18A.

5. TERMINATION OF EMPLOYMENT CONTRACT

This Employment Contract may be terminated by either party upon one hundred twenty (120) calendar days written notice subject to the tenure laws set forth in N.J.S.A. Title 18A.

6. RELEASE OF PERSONNEL INFORMATION

The Board acknowledges and agrees that the Open Public Records Act and case law interpreting it governs disclosure of personnel records. Pursuant to the Open Public Records Act, the only personnel information in connection with the Business Administrator's employment with the district which is deemed public is: (1) his name; (2) title; (3) salary; (4) payroll record; (5) length of service; (6) position; (7) date of separation from government service and reason; (8) amount and type of pension received; (9) data indicating conformity with specific experiential, education and medical qualification required for employment or receipt of public pension (exclusive of detailed medical or psychological information). All other information, except as otherwise provided by law, is deemed confidential and shall not be released to the public absent a written release by the Business Administrator, or by a lawful order of a court of competent jurisdiction.

7. PERSONNEL RECORDS

The Business Administrator shall have the right, upon request, to review the contents of his personnel file and to receive copies at Board expense of any documents contained therein. He shall be entitled to have a representative accompany him during such review. At least once every year, the Business Administrator shall have the right to indicate those documents and/or other materials in his file that he believes to be obsolete or

otherwise inappropriate to retain and upon approval of the Superintendent of Schools, subject to the requirements of the New Jersey Open Public Records Act and the New Jersey Records Destruction Act, such documents identified by him shall be destroyed.

No material derogatory to the Business Administrator's conduct, service, character or personality shall be placed in his file unless he has had an opportunity to first review the material. The Business Administrator shall acknowledge that he has had the opportunity to review such material by affixing his signature to the copy to be filed with the express understanding that such signature in no way indicates agreement with the contents thereof. The Business Administrator shall also have the right to submit a written answer to such material.

8. SAVINGS CLAUSE

If, during the term of this Employment Contract, it is found that a specific clause of the contract is illegal in Federal or State law, the remainder of this Employment Contract shall remain in force.

9. CONFLICTS

In the event of any conflict between the terms, conditions and provisions of this Employment Contract and the provisions of the Board's policies or any permissive Federal or State law, then, unless otherwise prohibited by law, the terms of this Employment Contract shall control over the contrary provisions of the Board's policies or any permissive law during the term of the Contract.

10. COMPLETE AGREEMENT

This Employment Contract embodies the entire agreement between the parties hereto and cannot be varied except by written agreement of the undersigned parties.

WHEREAS, the Business Administrator has approved the terms and conditions of this Employment Contract; and,

WHEREAS, this Employment Contract has been approved by a vote of the Members of the Board of Education of the Plumsted Township Board of Education at its meeting of _____, 2020, and has been made a part of the minutes of that meeting.

IN WITNESS WHEREOF, they set their hand and seals to this Employment contract effective as of July 1, 2020.

WITNESS:

PLUMSTED TOWNSHIP
BOARD OF EDUCATION

By: _____
Justin Burnett, President

Sean Gately, Business Administrator

Certification

- New Jersey Certification for School Business Administrator.
- New Jersey Qualified Purchasing Agent.

Education

William Paterson University, Wayne, New Jersey

- Bachelor of Science, Accounting.
- Dean's List.
- G.P.A. 3.6/4.0.

Employment

Teaneck Public Schools, Teaneck, New Jersey, Business Administrator/Board Secretary, June 2008 - Present. Responsible for the oversight of the business office, including payroll, accounts payable, purchasing, transportation, buildings and grounds, technology and child nutrition. Ensure district compliance with state and federal regulations, Titles 6, 6A and 18A, and the new accountability regulations. Function as the primary contact for legal proceedings between the Board and the legal counsel representing the district. Represent the Board during collective bargaining negotiations. Assist in the drafting and revising of district policies. Record all proceeding of Board meetings, prepare the official meeting minutes and handle all correspondence of the Board.

East Brunswick Public Schools, East Brunswick, New Jersey, Director of Support Operations, February 2007 - June 2008.

Responsible for the administration of all Federal, State and Board policies and regulations related to the operations of district facility management, transportation and child nutrition. Oversee all aspects of capital projects from design development, NJDOE application, local planning board and construction official review, public bidding, project management and contract close-out. Oversee the Building and Grounds Department which maintains the efficient operation of 10 schools and an administration building. Oversee the Pupil Transportation Department which is charged with the safe and efficient daily transportation of more than 6,000 resident pupils. Oversee the Child Nutrition Department which serves approximately 3,500 meals daily.

Spring Lake Heights School District, Spring Lake Heights, New Jersey, Business Administrator/Board Secretary, May 2001 - January 2007.

Assist the Superintendent in the preparation and implementation of the annual school budget and the administration of all phases of the budget throughout the year. Maintain accurate and detailed accounts of all financial transactions as prescribed by statute, administrative code and Board policy. Responsible for submission of the Application for State School Aid (ASSA), District Report of Transported Resident Students (DRTRS) and Debt Service Report. Responsible for the investment of Board funds in accordance with established policy. Oversee the operation and maintenance of all school facilities and supervise the custodial staff. Administer the District's insurance/risk management program, food service and transportation. Serve as the official purchasing agent of the Board for the acquisition of supplies and equipment in accordance with law and Board policy. Record all proceeding of Board meetings, prepare the official meeting minutes and handle all correspondence of the Board.

Paterson Public Schools, Paterson, New Jersey, Staff Accountant, July 1998 - April 2001.

Prepare the monthly A148 for presentation to the Board of Education and County Superintendent of Schools. Reconcile all general ledger and subsidiary ledger account balances. Classify and record all General, Special Revenue, Capital Project, Debt Service and Enterprise Fund cash receipts. Coordinate the fiscal year end procedures with department supervisors and external auditors. Prepare final year analysis of grant balances regarding deferred revenue, accounts receivable and funds due back to grantor. Assist Business Administrator in developing the district's budget. Oversee Financial Secretaries and Grant Managers with IASA programs, including: issuing requisitions, verifying outstanding purchase orders and preparing quarterly and final fiscal reports. Invoice the following for obligations due to the district: revenue for out-of-district students and reimbursements for Internal Auditors, PEA President and Department of Food Service salary and benefits expenses.

Computer Experience

Windows 95, 98, 2000, XP, MS-DOS, MS Office – Word, Excel, Access and Powerpoint, Internet Browsers – MS Internet Explorer and Netscape Communicator, Microsoft Outlook, Novell GroupWise, Accounting/Personnel Software – AS400, Edu-Met, IBS, Sunguard Bi-Tech IFAS, Computer Solutions Inc. (CSI).

Professional Organizations

- New Jersey Association of School Business Officials
 - Strategic Planning Committee Member (Current)

**SHARED SERVICES AGREEMENT BETWEEN THE PLUMSTED
TOWNSHIP SCHOOL DISTRICT AND THE MILLSTONE TOWNSHIP
SCHOOL DISTRICT**

THIS SHARED SERVICES AGREEMENT made this 1st day of July, 2020 by and between the **Plumsted Township School District**, a body corporate organized under N.J.S.A. 18A:13-1 et seq. of the laws of the State of New Jersey, with offices at 131 Evergreen Road, New Egypt, NJ 08533, hereinafter "Plumsted", and the **Millstone Township School District**, a body corporate organized under N.J.S.A. 18A: 10-1 et seq. of the laws of the State of New Jersey, with offices at 5 Dawson Court, Millstone, New Jersey 08535, hereinafter, "Millstone". Plumsted and Millstone will be collectively referred to herein as the "Parties."

WITNESSETH:

WHEREAS, the "Uniform Shared Services and Consolidation Act" at N.J.S.A. 40A: 65-1 et seq., (the "Act"), allows a local unit to enter into an agreement with any other local unit or units to provide or receive any service that each local unit participating in this agreement is empowered to provide or receive within its own jurisdiction, including services incidental to the primary purposes of any of the participating local units; and

WHEREAS, pursuant to N.J.S.A. 40A: 65-1 et seq., the Parties may enter a shared services agreement to provide services in a more cost effective and efficient manner; and

WHEREAS, this Agreement is established in accordance with the Uniform Shared Services and Consolidation Act, P.L 2007, c. 63 at N.J.S.A. 40A:65-1, et seq. ("the Agreement").

WHEREAS, this Shared Services Agreement is established for the purpose of sharing services in Transportation Supervision;

NOW THEREFORE, with the foregoing Recitals incorporated herein by reference and in consideration of the mutual covenants contained herein, Plumsted and Millstone, intending to be legally bound, hereby agree as follows:

1. Purpose

This Agreement is to allocate costs, expenses, and responsibilities as a shared services arrangement pursuant to N.J.S.A. 40A: 65-1 et seq, under which Millstone will act as LEA(Lead Educational Agency for administrative transportation services during the school year July 1, 2020, and ending on June 30, 2021.

2. Millstone's Responsibilities:

Millstone shall:

Under Transportation:

- a. Supervise transportation services including preparing bid documents, conducting bid opening, recommending awarding transportation bids, preparing bus route contracts and submitting contracts to County Office for approval;
- b. invoice Plumsted for the cost of any shared transportation route, allocated on a per pupil basis, student counts as of October 15th of each year shall be used as the basis for the cost allocation;
- c. maintain transportation routing software on Millstone's district data processing equipment.
- d. provide services of an in-house transportation staff member to parent and contractor issues related to Plumsted and Millstone school districts.
- e. complete and submit DRTRS report for Plumsted Regional on October 15th.

3. Plumsted's Responsibilities.

Plumsted shall:

Under Transportation:

- a. provide all relevant information in a timely manner so that Millstone can perform its obligations listed under letters a-c above.
- b. pay for any training needed for Plumsted's staff for the new transportation routing software;

4. Costs

The cost of the Transportation Supervision to Plumsted during the term of this Agreement is Seventy Thousand Dollars (\$70,000), inclusive of all expenses born by Millstone on behalf of Plumsted while acting on behalf of Plumsted in supervising transportation.

5. Payment Schedule

Plumsted shall pay Millstone, the sum of Seventy Thousand Dollars (\$70,000) said sum to be paid in ten (12) equal monthly installments no later than the first day of each month during the term of the Agreement, beginning July 1, 2020 to and through final payment on June 1, 2021.

6. Reporting

Millstone or Plumsted may submit a written request for an accounting of costs expended in connection with this Agreement. Such request shall be provided within forty-five days of the receipt of such request.

7. Mutual Indemnification

In addition to the other rights and remedies of the Parties herein, to the fullest extent permitted by law, the Parties hereby mutually agree to indemnify and hold each other harmless against all damages, liabilities, or costs, including reasonable attorneys fees, and defense costs, arising from their own negligent acts in the performance of their services under this Agreement.

8. Insurance

- A. The Parties will each keep in force, at their respective sole expense, comprehensive general liability insurance with insurance companies licensed in the State of New Jersey or a Joint Insurance Fund, which insurance shall be evidenced by certificates and/or policies to be exchanged by both Parties.

Comprehensive General Liability Insurance with a combined single limit of \$1,000,000/\$3,000,000 aggregate for bodily injury and property damage on an occurrence basis and shall name the other Party as an Additional Insured.

- B. This insurance shall indicate on the Certificate of Insurance the following coverages:

- Operations;
- Use of independent contractors and/or subcontractors;
- Products and completed operations;
- Broad form contractual; and
- Broad form property endorsement.

Each certificate or policy shall require a thirty (30) day cancellation notice.

Certificates of insurance shall be delivered to each party, prior to the commencement of this Agreement. All policies and certificates of insurance shall be approved by each of the Parties prior to the implementation of this Agreement.

- C. statutory workers compensation insurance coverage;

- D. a standard all risk of physical loss policy.
- E. commercial general liability insurance at limits of \$5,000,000 per occurrence naming the other party as additional insured.
- F. Millstone shall name Plumsted as an additional insured under its Business Automobile Liability Insurance coverage with the following minimum limits and conditions:
\$5,000,000 combined single limit per accident including coverage for owned, non-owned, and hired vehicles.
- G. Plumsted proposes as well to increase the coverage amounts on the automobile insurance maintained by each party and to require excess liability coverage as follows:
\$5,000,000 for Automobile Liability and \$10,000,000 for Excess Liability

9. Dispute of Payment

As provided in the Uniform Shared Services and Consolidation Act, P.L. 2007, c. 63 at N.J.S.A. 40A:65-8(g), in the event of any dispute as to the amount to be paid under the terms of this Agreement, the full amount to be paid in accordance with Section 5 shall be paid without prejudice to the disputing Parties. If through subsequent negotiation, mediation, litigation, or settlement, the amount due shall be determined, agreed to or adjudicated to be less than what was actually so paid, shall be repaid the excess.

10. Periodic Review

A representative from each party shall meet as often as may be necessary, but at least semi- annually, to ensure that all obligations under this Agreement are being satisfied or to discuss the need for modification of the fee for services based upon increased costs incurred by . Each party shall notify the other party of the name of its representative within thirty (30) days hereof.

11. Termination

This agreement may be terminated at any time by either Party, with or without cause, by at least 90 days prior written notice to the other Party. In addition to any other notice requirements herein, the parties shall ninety (90) days written notice of termination to Executive County Superintendent of Schools prior to the scheduled termination as a condition precedent to the termination of this Agreement.

12. School Year Term; Option to Renew

The Parties acknowledge that this Agreement is contingent upon and subject to the approval of the Monmouth and Ocean County Executive Superintendent of Schools. This Agreement shall commence on July 1, 2020 and end on June 30, 2021 and take effect upon the approval of the Executive County Superintendent of Schools, the adoption of appropriate resolutions of the parties and the execution of the Agreement authorized thereafter by their appropriate respective officials. The Agreement is renewable for two (2) additional school years with the mutual consent of the Parties.

13. Modification

Any modification to the Agreement shall be made in writing and adopted by resolution of both Parties with notice to and the approval of the Executive County Superintendent.

14. Dispute Resolution

In the event a dispute shall arise concerning the terms and conditions of this Agreement, the Parties agree to non-binding mediation through a mediator of their choice and shall share equally the costs of the mediator. If mediation fails, the Parties' dispute shall be governed by the laws of the State of New Jersey.

15. Good Faith Covenant

The Parties agree that they will cooperate with each other in all respects in furtherance of achieving the purposes and objectives of this Agreement.

16. Entire Agreement

This Agreement sets forth the entire understanding of the Parties hereto with respect to the transactions contemplated herein. No change or modification of this Agreement shall be valid unless same shall be in writing and signed by all the Parties hereto.

17. Severability

In the event that any provision of this Agreement shall, for any reason, be determined to be invalid, illegal or unenforceable in any respect, the Parties hereto shall negotiate in good faith and agree to such amendments, modifications, or supplement of, or to this Agreement, or such other appropriate actions as shall, to the maximum extent practicable, in light of such determination or implementation, give effect to the intentions of the Parties as reflected herein. All other provisions of the Agreement shall remain in full force and effect.

18. Authorization

Simultaneously with the execution and delivery of this Agreement, each Party hereto shall deliver to the other Party a true and complete copy of a resolution, authorizing that Party to enter into this Agreement, together with a certificate showing the availability of funds for such Party's costs required by this Agreement.

19. Filing

In accordance with N.J.S.A. 40A:65-4(b), a copy of this Agreement shall be filed with the Division of Local Government Services in the New Jersey Department of Community Affairs.

20. Public Inspection

Pursuant to N.J.S.A. 40A:65-5(b) a copy of this Agreement shall be open to public inspection at the offices of the local unit immediately after passage of a resolution authorizing the parties to enter the Agreement.

21. Notice

All notices, statements, or other documents required by this Agreement shall be hand-delivered or mailed to the designated District representative.

- a. The designated District representative for Plumsted is:

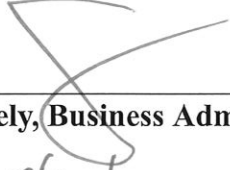
Sean Gately
Business Administrator/ Board Secretary
Plumsted Township School District
131 Evergreen Street
New Egypt, New Jersey 08533

- b. The designated District representative for Millstone is:

Bernard Biesiada
Business Administrator/Board Secretary
Millstone Township School District
5 Dawson Court
Millstone, NJ 08535

IN WITNESS WHEREOF, the Parties have caused this Agreement to be signed by their respective officers duly authorized, and have caused this Agreement to be dated as of the day and year written above.

ATTEST:

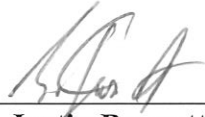


Sean Gately, Business Administrator

Date:

8/20/2020

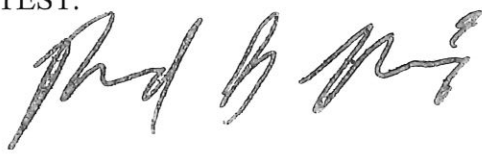
PLUMSTED TOWNSHIP
BOARD OF EDUCATION



S. Justin Burnett, Board President

Date:

ATTEST:

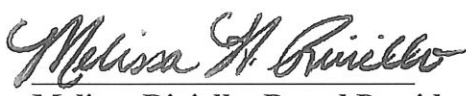


Bernard Biesiada, Business Administrator

Date:

5/27/2020

MILLSTONE TOWNSHIP BOARD OF
EDUCATION



Melissa Riviello, Board President

Date:

5/27/2020

Dr. Lester Ritchens, Executive County Superintendent

Date:

