

SHARED SERVICES AGREEMENT
BETWEEN
THE BOARD OF EDUCATION OF SPRING LAKE
AND
THE BOARD OF EDUCATION OF SEA GIRT

PREAMBLE

This Shared Services Agreement (“Agreement”) is made by and between the Spring Lake Board of Education (hereinafter “Spring Lake”), an educational entity of the State of New Jersey, having its principal offices located at 411 Tuttle Avenue, Spring Lake, NJ 07762, and the Sea Girt Board of Education (hereinafter “Sea Girt”) an educational entity of the State of New Jersey, having its principal offices located at 451 Bell Place, Sea Girt, NJ 08750. Spring Lake and Sea Girt are hereafter collectively referred to as the “parties”. The Agreement term shall be July 1, 2021 through June 30, 2022, and is authorized under the *Uniform Shared Services and Consolidation Act* (N.J.S.A. 40A:65-1, et seq.). The parties hereby agree as follows:

WHEREAS, pursuant to the *Uniform Shared Services and Consolidation Act*, a board of education, as a local unit of the State of New Jersey, has the authority to enter into a contract with any other board of education or local unit for the provision of services jointly within the jurisdictions of both boards of education, to the extent that either board of education is empowered to render the services within its own jurisdiction; and

WHEREAS, Spring Lake has an employment relationship and agreement with a duly certified School Business Administrator/Board Secretary (“Business Administrator”) in the employ of the Spring Lake Board of Education; and

WHEREAS, Sea Girt has requested Spring Lake provide the Sea Girt School District with the services of its School Business Administrator/Board Secretary to be responsible for the financial and business operations and affairs of the Sea Girt School District for the 2021 - 2022 school year, and thereafter, as the parties may agree; and

WHEREAS, it is the desire of Spring Lake to provide Sea Girt with such services upon mutually agreeable terms and conditions between Sea Girt and Spring Lake with the agreement of the School Business Administrator/Board Secretary of Spring Lake. Pursuant to the terms of the *Uniform Shared Services and Consolidation Act*, Spring Lake shall be designated as the primary employer of the shared-School Business Administrator/Board Secretary.

TERMS AND CONDITIONS

1. The annual fee to be paid by Sea Girt to Spring Lake shall be Sixty Six Thousand Dollars and No Cents (\$66,000.00) payable in equal monthly installments of Fifty Five Hundred Thirty Dollars and No Cents (\$5,500.00) on the first day of each month. This amount is intended to reflect an equal sharing of the cost of salary and benefits afforded the School Business Administrator and a Five Percent (5%) administrative fee. In the event of a termination of this Agreement prior to June 30, 2022, any amount payable by Sea Girt to Spring Lake will be prorated to a sum of \$253.85 per diem on a calendar basis of a 260-day work year.

2. The parties agree to review and adjust the annual fee effective January 1, 2022, based on any change in the cost of health, dental and prescription costs for the School Business Administrator/Board Secretary as of January 1, 2022, or should the School Business Administrator/Board Secretary elect to waive health, dental and prescription coverage.

3. Sea Girt and Spring Lake agree to share equally other costs incurred by Spring Lake relating to the following:

a. The School Business Administrator/Board Secretary's membership fees and/or charges to the following: Association of School Business Officials, the New Jersey Association of School Business Officials, and the Monmouth County Association of School Business Officials.

b. Payment for Unused Vacation days if the School Business Administrator/Board Secretary doesn't complete the contract year.

c. Expense reimbursement for expenses incurred for travel and sustenance in the performance of the School Business Administrator/Board Secretary's duties in accordance with law with mileage paid from mileage vouchers according to "New Jersey Office of Management and Budget" rates per mile and other expenses reimbursed pursuant to Spring Lake policy, upon prior approval of the Board, and pursuant to N.J.S.A. 18A:11-12 and regulations promulgated thereunder.

d. Expenses for meals, lodging, registration, and transportation for conventions of recognized educational associations, workshops, seminars, and institutes to enhance the School Business Administrator/Board Secretary's knowledge and expertise in the field of education and administration shall be paid for/reimbursed by the Board in accordance with law up to \$3,000 annually.

e. If any training is unique and specific to either Spring Lake or Sea Girt, all costs will be incurred by the District benefiting from the training.

Sea Girt agrees to reimburse Spring Lake for the expenses listed under paragraphs "a" through "d" upon submission of a voucher and supporting documentation.

4. Either party to this Agreement, Spring Lake or Spring Lake, has the authority to terminate this Agreement, providing the other party with ninety (90) days notice through action taken by either Spring Lake or Sea Girt at a duly advertised public meeting of the Board of Education.

5. Failure of Sea Girt to make timely payments to Spring Lake may serve as a reason for Spring Lake to terminate this Agreement.

6. Example of the services to be provided by Spring Lake to Sea Girt during the term of this Agreement for Business Office and Board Secretary Operation are:
- a. Preparation of the annual school budget and responsibility for the administration of all phases of the budget throughout the year.
 - b. Consultation with other administrators, architects, attorneys and financial advisors in planning construction, contracting and in acquiring suitable financing. Supervising of program budget control.
 - c. Keeping accurate and detailed accounts of all financial transactions as prescribed by statute, administrative code and Board policy.
 - d. Assuming responsibility for the audit of all claims, invoices and demands against the Board, presenting them for Board approval and submitting them to the treasurer of school monies for payment. Supervising the entering of accounts received, transfers, reviewing and signing purchase orders in accordance with statute and Board policy.
 - e. Responsibility for the annual audit of the financial records by an outside auditor, including all working papers, in addition to filing the audit with the Executive County Superintendent and the State of New Jersey. If necessary, developing a corrective action plan and ensuring that it is followed, and is on file with the Executive County Superintendent.
 - f. Reconciling bank statements. Supervising the collection, safekeeping and distribution of funds.
 - g. Serving as the official purchasing agent of the Board with responsibility for establishing procedures for the acquisition of supplies and equipment for the District in accordance with law and Board policies. Communicating with vendors.
 - h. Reviewing all student activity accounts and assuring that all funds are properly deposited, and funds are properly issued.
 - i. Responsibility for the annual filing of the following reports with the State of New Jersey, including but not limited to: Pupil Transportation (DIMS), Debt Service, Report Card, ASSA, Extraordinary Cost Aid, IDEA current year and carryover reports, Audit Summary, District Budget and maintaining a log and payments for class trips.
 - j. Acting as the District's payroll officer. Maintaining all payroll records and time sheets. Processing monthly payroll deductions. Processing both monthly and quarterly reporting of all pension, federal, state and unemployment taxes, including year-end processing and W-2 forms.

- k. Reviewing all payroll records, time sheets and monthly payroll deductions. Reviewing personnel records, health benefit information and processing of appropriate forms. Creating and issuing contracts to all personnel.
- l. Administering the District's insurance/risk management program.
- m. Handling the business aspects of contracted transportation requests and services. Updating and maintaining pre-school and tuition contracts, receipts and disbursements. Certifying special milk program documentation.
- n. Acting as the agent of the Board in the sale/lease of property and equipment.
- o. Maintaining responsibility for investment of Board funds in accordance with statute and Board policy.
- p. Assisting the Board and Superintendent as needed in developing and updating policies on all aspects of the school business operation.
- q. Safeguards and maintains all records and papers of the Board and devises a system of acceptable recording and filing to guarantee the safety and availability of all reports, minutes of meetings, contracts, communications, publications and such other documents as the Board may place in the secretary's custody.
- r. Notifying all Board members of regular and special meetings. Calling special meetings whenever requested by the Board President. Preparing, in consultation with the Superintendent and Board President, an agenda setting forth all known items of business to be considered at meetings and causing delivery of the agenda to appropriate person(s) as provided by statute and Board policy. Attending all Board meetings.
- s. Recording all proceedings of Board meetings, preparing the office meeting minutes and handling all correspondence of the Board.
- t. Performing duties related to school elections as required by law and working cooperatively with the Monmouth County Board of Elections and the Monmouth County Clerk in facilitating all regular and special school elections as needed.
- u. Presiding at the annual reorganization meeting of the Board until such time as a President is elected and administering the oath of office to newly elected Board members.
- v. Organizing, distributing and ensuring that all Board members submit to NJSBA any required self-evaluation.
- w. Annually developing and transmitting to the Executive County Superintendent of Schools, on or before February 1, a list of names of the school officials, by office and

position, whose responsibilities require the filing of the Financial and Personal/Relative Disclosure Statements and ensuring that the required disclosure forms have been completed and are signed.

x. Notifying the Executive County Superintendent of the names of newly elected or appointed Board members to obtain the State-required Financial and Personal/Relative Disclosures Statements.

y. Notifying the New Jersey School Boards Association of the names of newly-elected or appointed school Board members in a timely manner to ensure the fulfillment of training required by the School Ethics Act.

z. Responsibility for conducting annual Board member training with the School Ethics Act and ensuring that all Board members are aware of the ethics provisions and have signed off on such.

aa. In coordination with the Superintendent, supervise building services personnel. Reviewing the physical condition of school facilities, and of operating efficiency, cleanliness and safety. Reviewing all non-instructional, District owned equipment to ensure a condition of operational efficiency so as to ensure full educational use of the school plant and facilities. Reviewing building safety (fire alarm, fire sprinkler, fire extinguishers, building clocks). Maintaining the grounds of all District schools and facilities in a condition of safety, cleanliness and aesthetic attractiveness.

bb. Other duties as assigned by the Board of Education.

7. The parties agree that while there are no specified days or hours that the School Business Administrator/Board Secretary of Spring Lake must be physically present within each District, she must provide each district with the equivalent of five (5) out of every ten (10) consecutive work days. The parties further agree as follows:

a. The Spring Lake School Business Administrator/Board Secretary shall make herself reasonably accessible to the Sea Girt School District daily, and it is understood that the Sea Girt administration and the Spring Lake School Business Administrator/Board Secretary shall make every effort to communicate on a daily basis, including via email, telephonically and via Skype or Zoom (or equivalent).

b. The Spring Lake School Business Administrator/Board Secretary shall share her cell phone number with the Sea Girt Superintendent and shall make herself reasonably available via cell phone after normal school hours on an as-needed, emergent basis.

- c. The parties shall agree to a schedule in which the School Business Administrator/Board Secretary will be physically present in equal time allotments over each two-week time period.
 - d. Both the Sea Girt Superintendent and the Spring Lake Superintendent shall evaluate the performance of the School Business Administrator/Board Secretary, in writing, and in accordance with the provisions of each school district's Board policies.
 - e. The parties agree to coordinate the scheduling of regular, special and committee Board of Education meetings at which the School Business Administrator/Board Secretary must be present to ensure the parties do not schedule a meeting for the same day and time.
8. In the event of a dispute between the parties concerning the terms and/or conditions of this Agreement, each parties' respective Superintendent shall confer with one another to resolve the dispute. If the dispute remains unresolved for either party, either party may submit the dispute to an impartial arbitrator appointed by the American Arbitration Association in accordance with laws of the State of New Jersey. The parties agree that the decision rendered by the impartial arbitrator shall be binding. The parties shall each bear their respective costs for the resolution of the dispute and equally share the cost(s) of the arbitrator.
9. The parties may modify this Agreement by the mutual consent of both parties. Any modification to the terms of this Agreement must be reduced to writing and shall become a written amendment to the Agreement between the parties.
10. Spring Lake and Sea Girt will take all action necessary to authorize the Agreement and to authorize the execution of this Agreement.
11. The Agreement shall be governed and construed in accordance with the laws of the State of New Jersey.

IN WITNESS WHEREOF, the parties have authorized their duly appointed officers to set their hands and seals below to confirm the Agreement of the respective parties to the terms of this Interlocal Services Agreement.

Board of Education of Spring Lake

Attest

Joanette Femia, Interim Board Secretary

By: _____
James Worth, Board President

Dated: _____

Dated: _____

Board of Education of Sea Girt

Attest

Denise Friedmann, Interim Board Secretary

By: _____
Todd Leonhardt, Board President

Dated: _____

Dated: _____