

**WATERFORD TOWNSHIP BOARD OF EDUCATION
HAMMONTON BOARD OF EDUCATION
FOLSOM BOARD OF EDUCATION
JOINT BOARD MEETING – June 9, 2026
WATERFORD ELEMENTARY SCHOOL**

I. MEETING CALLED TO ORDER 6:01 P.M.

This meeting was advertised in compliance with the Sunshine Law through the notice, filed with the clerk of the Township of Waterford, Town of Hammonton, Borough of Folsom and posted on each district's website.

The meeting, on behalf to the Hammonton Board of Education, was also called to order by Mrs. Weeks with the reading of the Open Public Meetings Act statement.

A. ROLL CALL OF ATTENDANCE

Waterford:

Members Present: Matthew DeNafo, Benjamin De Vuyst, Jason Galante, Rosemarie Hunter, Barbara Libak Fanz, Thomas Leach, Michael McClintock, Ehren O'Donnell, Stephen Umosella

Members absent:

Others present: Dr. Michael A. Nolan, Superintendent, Christopher Eberly, Business Administrator, Chris Long, Solicitor

Hammonton:

Members Present: John Lyons, Luke Coia, Barbara Berenato, Steven DeStefano, Kelly Donio, Kelli Fallon, Gemma Giraldo, Rosemarie Hunter, Mickey Pullia, Christine Scola, John Thomas

Members absent: none

Others present: Thomas Ramsay, Superintendent, Teri Weeks, Interim Business Administrator, William Donio, Solicitor

Folsom:

Members Present: John Thomas, Karen Pratt

Members absent: Marisa Scibilia, Tiffani Dych, Andrea Way, Victoria DeLaurentis

Others present: Kevin Fricke, Superintendent, Sara Simpson, Business Administrator, William Donio, Solicitor

Folsom is considered an unofficial meeting as Folsom did not have a Quorum.

B. FLAG SALUTE

Mr. DeNafo led the Pledge of Allegiance.

C. MISSION STATEMENT

Mr. Leach read the Waterford Mission Statement.

G. STATEMENT TO THE PUBLIC

Mr. DeNafo read the Statement to the Public for Waterford

II. PRESENTATIONS- Thomas Ramsey and Teri Weeks – Hammonton Presentation

State of the Union address School District of Hammonton

Hammonton/Folsom 80-90 year relationship

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20.2% Hammonton school population are received by Folsom and Waterford
19.6% percent of Hammonton's budgeted tuition revenue is received from Folsom and Waterford

Long Range Financial Planning \$1.5- \$2 million in savings

- o Streamline Out of District Transportation
- o 18-21 MD program
- o Eliminate through attrition
 - Admin/teacher/aides/attendance officer/head grounds/ director facilities
- o Health benefits- self funded Coastal HIF 26-27

Revenue Sources Fed aide 1% State Aide 45.2% Local 54.7%

2024-2025 NJ State avg per pupil \$21,119
Hammonton \$17,899 avg per pupil cost - Rank 13/72 1801-3500

Compare High School Grades 9-12 Tuition Costs for 26-27
Winslow \$20,948 Lenape \$19,583 Hammonton \$17,157

Cheapest 24-25 Budgeted Per Pupil cost in Atlantic County

High School Test Scores
ELA, Algebra, 1, Geometry- 1st in Atlantic County
NJGPA ELA- 1st in Atlantic County
NJGPA Math- 2nd in Atlantic County

HHS- District Factor Group - B
31 District Factor B High Schools in NJ
Out of all 31 schools HHS has the top Reading/Writing/Math of these 31 schools.

Budget
5.6% more state aid
A portion of the \$5 million fund balance will be used for projects and other one time expenditures
Tuition Folsom/Waterford 19.6% budget, 12.2% increase this year Was 12.9% in the prior year.

District Enrollment 3303 Received 669
District special ed population 14.2% Receive 139 special education for 26.4%

Teri Weeks shared how most schools in the state use the Certified Rates as opposed to the A41/A4-2.
Hammonton has changed to this method within the past year.

III. BOARD DISCUSSIONS

The members of each board discussed the presentation data and whether they had any questions or concerns about the differences between the districts.

Business Administrator-Teri Weeks- Shared adjustment A41-A42 tuition would have been over \$100,000 more using that method when asked by Kelly Donio. Teri Weeks shared that information regarding information presented comes from the Taxpayer guide to education spending- budgetary guide per pupil, there are approximately 20 indicators and from the ACFR-J schedules.

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John Thomas

- This year, Folsom was able to meet budget needs, but how do we move in the future?

Sara Simpson

- Made note to the public of the changing in tuition rates between 6-7% per year for the past 3 years. Hammonton noted that they will be going into the negotiations and Sara asked what their current teacher settlement was, mid 3 percent

President Denafo- Discussed Waterford's position - They had to cut 34 positions, some attrition.

John Thomas asked about Equalization money- shared, it's a short term fix to long term problem. Is there a way for BA's to get together to discuss an average 5 year and make an agreement? John Lyons said it is hard, through mechanics to bind a future board to an agreement but agrees we should normalize the conversations of working together.

John Thomas asked to be on record- Shared that the schools need to work together to communicate together. We need to go to Trenton and not give reasons to let them work towards consolidation. Our roles are to make sure we exhaust all options.

Waterford President Mr. DeNafo- Made a formal request to Hammonton to finance their adjusted tuition over two years. He shared they hired a firm to review a possible referendum. He shared it has been a positive experience with Hammonton but needs support right now. Mr. Lyons requested the Waterford district provide a few scenarios for their request for the Board of Hammonton to consider.

IV. BOARD OF EDUCATION BUSINESS

A. OLD BUSINESS

None

B. NEW BUSINESS

None

V. COMMENTS FROM MEMBERS OF THE PUBLIC ON GENERAL TOPICS

- A.** A motion was made by Mr. Galante, seconded by Mr. McClintock and carried by unanimous voice consent to open the meeting to the public.

- Kristen – Atco, NJ: How many times did all 3 boards get together? The cost per pupil is \$17,000 and it is below the county average but the average class size in Hammonton Elementary is 18 to 23 students while Waterford is 27 to 32 students so in the future it could affect the test scores in Hammonton with Waterford students with having crowded classrooms. Did Hammonton cut any programs? Waterford is at capacity.
- Joel T.- Waterford, NJ: Mentioned the percentage of tuition cost from the presentation and wondering if state funding to Hammonton are only for Hammonton students
- Alex L. – Atco, NJ: Do you know what Hammonton per pupil cost would be if Waterford students were not counted in the enrollment?
- Victoria B. – Atco, NJ: Where do special needs numbers fall in presentation? Should special needs be included in future discussions.
- Mike – Waterford, NJ: Is there a way to do forecasting and projections for taxes? Does Waterford have a representative that is on the Hammonton Board?

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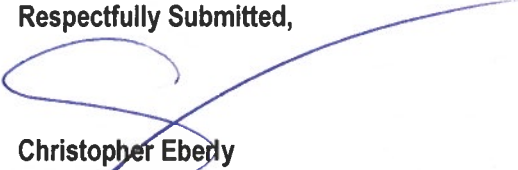
- B.** A motion was made by Mr. O'Donnell, seconded by Mr. Galante and carried by unanimous voice consent to close the meeting to the public

XI. MEETING ADJOURNMENT at 7:31 p.m.

A motion was made by Ms. Hunter, seconded by Ms. Fanz and carried by unanimous voice consent to adjourn the meeting for Waterford

A motion was made by Mr. Coia, seconded by Mrs. Scola and carried by unanimous voice consent to adjourn the meeting for Hammonton

Respectfully Submitted,



Christopher Eberly
Waterford Business Administrator/Board Secretary

Teri Weeks
Hammonton Interim Business Administrator/Board Secretary

WATERFORD TOWNSHIP BOARD OF EDUCATION

EMPLOYMENT CONTRACT

The Board of Education of the Waterford Township School District in the County of Camden (hereinafter "Board") and Christopher S. Eberly (hereinafter "Business Administrator/Board Secretary"), who resides at 706 Longwood Lane, Atco, NJ 08004, hereby enter into this Employment Contract for the school year effective July 1, 2026.

1. COMPENSATION

The Board of Education shall pay the Business Administrator/Board Secretary a yearly salary of \$140,250. Said salary shall be for the time period commencing on July 1, 2026, and ending on June 30, 2027. Additionally, upon approval and implementation of a Shared Services Agreement between the Board of Education and the Shamong Township School District, the Board agrees to compensate the Business Administrator with an additional annual salary of \$24,000 for services rendered under the agreement. for a total salary of \$164,250. If the shared service agreement is mutually ended during the year the \$24,000 will be prorated based on the period of work that was completed.

2. SALARY DEDUCTIONS

Salary deductions will be made from the Business Administrator/Board Secretary's paycheck in a manner consistent with other employees of the Board.

3. WORK DAY

The workday for the Business Administrator/Board Secretary shall be similar to other administrative personnel except is understood that the Business Administrator/Board Secretary is employed for specific tasks and is expected to work beyond the regular workday in order to

accomplish such tasks when necessary. Such employment shall be considered part of the contract and no additional remuneration shall be provided.

4. PERFORMANCE

The Business Administrator/Board Secretary agrees to faithfully perform the duties of the position as set forth in the job description for the position and in accordance with all applicable laws, regulations, policies and directives.

In the event that the Business Administrator/Board Secretary shall lose his certification as a school administrator, then this contract shall become null and void.

The Business Administrator/Board Secretary shall devote his full time skills, labor and attention to this employment during the term of this Contract; and further agrees not to undertake any other professional duties for compensation, on weekend, on his vacation time, or at other times when he is not required to be present in the District, without written permission of the Superintendent. Should the Business Administrator/Board Secretary choose to engage in such outside activities on weekends, on her vacation time, or at other times when he is not required to be present in the District, and such other duties have been approved by the Superintendent, he shall retain any honoraria paid.

5. VACATION

The Business Administrator/ Board Secretary shall be granted twenty (20) vacation days annually, all of which shall be available on July 1 of each year. The Superintendent may grant permission to carry over up to five (5) days which must be used in the next year or those days will be forfeited. The Business Administrator/ Board Secretary is permitted to take vacation days at any time, including, but not limited to, at the Business Administrator's/ Board Secretary sole option, upon retirement or resignation. The Board, through its business office, shall be

responsible for maintaining written documentation of the Business Administrator's/ Board Secretary earned, used and accrued vacation days. In the event of leave of absence, the Business Administrator/ Board Secretary can run vacation days but cannot get a lump sum payment.

In figuring vacations, Saturdays, Sundays and legal holidays shall not be counted.

In case of any year in which the Business Administrator/Board Secretary retires or resigns, vacation days earned shall be prorated for that year. Upon separation the Business Administrator/Board Secretary shall be paid for all earned and unused vacation days at a daily rate calculated by dividing the annual salary by 260.

6. HOLIDAYS

The Business Administrator/ Board Secretary shall be entitled to all school holidays and recesses pursuant to the school calendar, with the exception of summer recess. Paid time off for holidays and other recesses besides the summer shall not be charged against the Business Administrator's/ Board Secretary vacation allotment. Exceptions: If a holiday falls on a Saturday, it shall be celebrated on a Friday; if it falls on a Sunday, it shall be celebrated on a Monday. The School Business Administrator may convert holidays to Floating Holidays if not taken.

7. PERSONAL LEAVE

A. The Business Administrator/Board Secretary shall be entitled to four (4) personal days with pay. Unused personal days shall be converted to sick days except, pursuant to NJSA 18A:30-7, no person shall be allowed to increase his total sick day accumulation by more than 15 days in any one year.

B. Notwithstanding the personal days as outlined in Paragraph 7(A), the Business Administrator/ Board Secretary shall be allowed bereavement leave as follows: five (5) days in the event of the death of a spouse, child, mother, father, sister, brother, mother-in-law,

father-in-law, sister-in-law, brother-in-law, daughter-in-law, son-in-law, grandmother, grandfather, or grandchildren; two (2) days for other family members. In addition, there shall be one (1) emergency bereavement day for an individual not otherwise covered under this paragraph.

8. SICK LEAVE

A. Sick leave is hereby defined to mean absence from the Business Administrator/Board Secretary's post of duty because of personal or family member's disability due to illness, injury or because the Business Administrator/Board Secretary has been excluded from school by the school's medical authorities on account of a contagious disease or of being quarantined for such a disease.

B. The Business Administrator/Board Secretary shall be entitled to twelve (12) sick days per year with pay.

C. Unused sick days and personal days converted to sick shall be carried forward, and pursuant to NJSA 18A:30-7, no person shall be allowed to increase their total sick day accumulation by more than 15 days in any one year.

D. Upon retirement, the Business Administrator/Board Secretary shall be paid for any unused sick days calculated by multiplying the annual salary divided by 260 times the number of unused sick days to a maximum of \$15,000.00.

9. INSURANCE

The Business Administrator/Board Secretary shall be entitled to the following benefits:

A. Enrollment in a health plan with family coverage which shall include the prescription insurance equal to or better than the Direct 10 plan offered by New Jersey State Health Benefits Plan.

The Business Administrator/Board Secretary shall contribute toward the cost of his health care in accordance with P.L. 2020, Chapter 44 for employee elected health coverage. In no case shall the Business Administrator/Board Secretary pay less than 1.5% of base salary in accordance with N.J.S.A. 18A:16-17 (P.L. 1979, c. 391).”

The Business Administrator/Board Secretary otherwise entitled to insurance coverage shall have the option to withdraw from any such coverage and to be paid in accordance with the district’s IRS Section 125 plan. All withdrawals from insurance coverage shall be for a minimum of one (1) year. The cash payment shall be in the form of a stipend payable semi-annually on December 15 and June 15. The maximum annual payment shall be \$5,000.

B. Enrollment in full family dental insurance coverage through Delta Dental and enrollment in the VSP vision plan.

The Business Administrator/Board Secretary shall contribute toward the cost of his dental insurance coverage and VSP vision plan e in accordance with the guidelines of Tier 4 of PL 2011, Chapter 78. P.L. 2020. In no case shall the Business Administrator/Board Secretary pay less than 1.5% of base salary in accordance with N.J.S.A. 18A:16-17 (P.L. 1979, c. 391).”

B. Enrollment in a disability insurance policy that will provide a monthly benefit not to exceed 66 2/3% of the salary after 30 days of disability of the School Business Administrator/Board Secretary. The Business Administrator/Board Secretary otherwise entitled to disability insurance coverage shall have the option to withdraw from any such coverage and to be paid a sum equal to 50% of the board share of the premium. This Disability Insurance benefit is not a duplication of benefits and is not otherwise provided to the employee pursuant to law or contract.

10. TRAVEL

The Board shall reimburse the Business Administrator/Board Secretary for use of his personal automobile for school business at the rate in accordance with board policy and pursuant to applicable law and regulation and is reimbursed at a rate “in accordance with OMB-Circular 16-11 plus the cost of parking and tolls.”

11. TERMINATION

This Employment Contract may be terminated by:

- A. Mutual agreement by the parties
- B. Unilateral termination by the Business Administrator/Board Secretary upon 60 days' written notice to the Board; or
- C. Termination by the Board for inefficiency, incapacity, misbehavior, conduct unbecoming an Business Administrator/Board Secretary or other just cause in the manner prescribed by New Jersey Law as may be applicable.

12. PROFESSIONAL ASSOCIATIONS

The Board agrees to pay full dues and fees of the Business Administrator/Board Secretary to the CCASBO, NJASBO and ASBO International.

13. PROFESSIONAL DEVELOPMENT

A. The Business Administrator/Board Secretary shall be entitled to attend the annual workshop of the NJASBO, one other in-state conference of his choice and one out-of-state conference of his choice. Registration, travel, lodging and meal expenses shall be paid by the Board in accordance with Board policy, N.J.A.C. 6A:23A-3.1, N.J.S.A. 18A:11-12, and applicable OMB Circulars.

B. The Board agrees to pay the full cost of registration and other reasonable expenses incurred in order for the Business Administrator/Board Secretary to attend educational

conferences, seminars, workshops and other professional meetings, visit other school systems and use other means to keep abreast of modern educational thoughts and practices in accordance with Board policy, N.J.A.C. 6A:23A-3.1, N.J.S.A. 18A:11-12, and applicable OMB Circulars. Prior Board approval is needed for any sum over Fifty Dollars (\$50.00). Mileage allowance shall be as specified by the Board.

C. Graduate Courses

(1) The Board agrees to pay the cost of two graduate courses per year for the Business Administrator/Board Secretary. No tuition aid will be provided unless it culminates in acquisition of a graduate degree from an accredited institution. Receipts and satisfactory completion of the course are required (grade report or transcript if requested).

(2) Approval for courses shall be by the Superintendent.

14. PROFESSIONAL LIABILITY

A. The Board agrees that it shall defend, hold harmless and indemnify Business Administrator/Board Secretary from any and all demands, claims, suits, actions and legal proceedings brought against the School Business Administrator/Board Secretary in his individual capacity or in his official capacity as agent and/or employee of the Board provided the incident arose while the Business Administrator/Board Secretary was acting within the scope of his employment and as such, liability coverage is within the authority of the Board to provide under state law.

B. The Board will provide the Business Administrator/Board Secretary with professional liability insurance in an amount equal to that provided to Board members. The premium is to be paid by the Board.

15. PROVISIONS

The provisions of this contract shall continue in effect beyond the termination date as the policy of the Board, unless and until any provisions are modified by formal action of the Board.

16. 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.

17. 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 state or federal law, then, unless otherwise prohibited by law, the terms of this Employment Contract shall take precedence over the contrary provisions of the Board's policies or any such permissive law during the term of the contract.

18. SAVINGS CLAUSE

If, during the term of the Employment Contract, it is found that a specific clause of the Employment Contract is illegal in federal or state law, the remainder of the Employment Contract not affected by such a ruling shall remain in force.

WATERFORD TOWNSHIP
BOARD OF EDUCATION

Matthew DeNafo
Board President

Date

Christopher S. Eberly
Business Administrator/
Board Secretary

Date



2026-2027

Professional Services Proposal

SERVICES WILL BEGIN AFTER PURCHASE ORDER IS RECEIVED

Date:	12/21/2025 (edited 5/5/26)	CCESC Contact:	Mary Hartsell
School or District:	Waterford Township School District	Proposal #:	2627-1001
Address:	1106 Old White Horse Pike		
Address:	Waterford, NJ 08089		
Requisitioner:	Amanda Magenta		

QUANTITY	UNIT PRICE	ITEM NUMBER AND DESCRIPTION OF GOODS/SERVICES	TOTAL
2026-2027 School Year			
40	\$75.00	26/27 Physical Therapy ESY	\$3,000.00
45	\$ 75.00	26/27 Occupational Therapy ESY	\$3,375.00
6	\$ 360.00	OT/PT Evaluations	
0.6	\$ 97,125.00	26/27 Physical Therapist - 3 days per week	\$58,275.00
0.6	\$ 97,125.00	26/27 Occupational Therapist - 3 days per week	\$58,275.00
0.4	\$ 97,125.00	26/27 Speech Language Specialist - 2 days per week	\$38,850.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
		TOTAL	\$161,775.00

EMPLOYEE PROVIDED SERVICES ARE BILLED IN EQUAL MONTHLY INSTALLMENTS THROUGH JUNE 30

Employee rates are subject to staff availability
 Third Party Contractor is billed when services are rendered
 Contractor rate is CCESC cost plus 6% administrative fee

Business Office Use Only:

Mary G. Hartsell, M.Ed., OTR/L
Director of Special Services

225 White Horse Avenue, Clementon, NJ 08021 • 856-784-2100 x117 • CamdenESC.org

Camden County

Educational Services Commission

2026-2027

Professional Services Proposal

SERVICES WILL BEGIN AFTER PURCHASE ORDER IS RECEIVED

Date:	June 11, 2026	CCESC Contact:	Mary Hartsell
School or District:	Waterford Township School District	Proposal #:	2627-1031
Address:	1106 Old White Horse Pike		
Address:	Waterford Works, NJ 08089		
Requisitioner:	Patrick Davidson		

QUANTITY	UNIT PRICE	ITEM NUMBER AND DESCRIPTION OF GOODS/SERVICES	TOTAL
2026-2027 School Year			
20	\$ 75.00	Preschool Intervention Referral Specialist- summer hours	\$1,500.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
		TOTAL	\$1,500.00

EMPLOYEE PROVIDED SERVICES ARE BILLED IN EQUAL MONTHLY INSTALLMENTS THROUGH JUNE 30

Employee rates are subject to staff availability

Third Party Contractor is billed when services are rendered

Contractor rate is CCESC cost plus 6% administrative fee

Business Office Use Only:

Mary G. Hartsell, M.Ed., OTR/L
Director of Special Services

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**A SHARED SERVICE AGREEMENT BETWEEN
THE SHAMONG BOARD OF EDUCATION AND
THE WATERFORD TOWNSHIP BOARD OF EDUCATION
FOR THE PROVISION OF BUSINESS OFFICE SERVICES**

THIS AGREEMENT is entered with an effective date of July 1, 2026 by and between the **SHAMONG BOARD of EDUCATION**, (hereinafter “Shamong BOE”) with its business office at 295 Indian Mills Road, Shamong, NJ 08088; and the **WATERFORD TOWNSHIP BOARD OF EDUCATION**, (hereinafter “Waterford Township BOE”) with its business office at 1106 Old White Horse Pike, Waterford, NJ 08089, (collectively, “Parties”).

WITNESSETH, that the Parties agree as follows:

ARTICLE I: DUTIES AND RESPONSIBILITIES

The Shared Business Administrator (hereinafter “Administrator”) shall perform all duties required under applicable law, code, regulation, Party policies, and employment contract for both Parties, including but not limited to:

A. Financial Administration

- i. Preparation and administration of annual budgets;
- ii. Oversight of accounting systems and financial controls;
- iii. Budget monitoring and transfer administration;
- iv. Cash management and investment oversight;
- v. Audit coordination and corrective action implementation;
- vi. Preparation of financial reports and board certifications.

B. Board Secretary Functions

- i. Review of Board meeting agendas and supporting documentation;
- ii. Attendance at regular and special Board meetings;
- iii. Maintenance of official records and minutes;
- iv. Compliance with statutory notice and recordkeeping requirements.

C. Purchasing and Procurement

- i. Administration of purchasing procedures;
- ii. Bid and quotation management;
- iii. Contract preparation and administration;
- iv. Compliance with the Public School Contracts Law.

D. Operational Oversight

- i. Supervision of transportation, facilities, maintenance, food services, and insurance functions as assigned;
 - ii. Oversight of safety, risk management, and operational efficiencies.
- E. Personnel and Benefits Administration
 - i. Payroll oversight;
 - ii. Oversight of Employee Benefits;
 - iii. Financial analysis related to staffing and negotiations.
- F. Compliance
 - i. Submission of required state and federal reports;
 - ii. Coordination of NJDOE, county, and audit requirements;
 - iii. Maintenance of compliance with all applicable statutes and regulations.

ARTICLE II: PAYMENT BY SHAMONG BOE

- A. It is agreed that the Shamong BOE will pay \$90,000 in exchange for 50% of Waterford Township BOE's Business Office Services.
- B. Each Party shall be responsible for its own legal expenses in preparing and negotiating the terms of this Agreement.
- C. For purposes of N.J.S.A. 40A:65-6(a), the parties designate the Waterford Township BOE as the primary employer of each officer or employee providing services under this Agreement who is required to satisfy a State licensing or certification requirement as a condition of employment. This designation applies for purposes of any applicable tenure rights.
- D. Shamong BOE shall pay the annual service fee in twelve equal monthly installments of Seven Thousand Five Hundred Dollars (\$7,500.00). Each installment shall be due on or before the first business day of each month during the term of this Agreement. Waterford Township BOE shall submit an invoice or payment request at least fifteen (15) calendar days before the applicable due date.
- E. Payments shall be made by check or electronic funds transfer. Payments shall be delivered to Waterford Township BOE at the address or account designated by Waterford Township BOE in writing.
- F. If services begin or end on a date other than the first or last day of a month, the installment for the partial month shall be prorated based on the number of calendar days during which services are provided. If the Agreement is terminated before the end of a contract year, Shamong BOE shall remain responsible for all amounts due for services provided through the effective date of termination.
- G. Shamong BOE shall notify Waterford Township BOE in writing of any disputed charge within fifteen (15) calendar days after receiving the applicable invoice or payment request and shall describe the basis for the dispute in reasonable detail. Consistent with

N.J.S.A. 40A:65-7(g), Shamong BOE shall pay the full amount due in accordance with Subsection (A) while the Parties attempt to resolve the dispute. If the Parties later determine through negotiation, mediation, arbitration, litigation, or another procedure authorized by this Agreement that Shamong BOE overpaid any amount, Waterford Township BOE shall refund the overpayment within 7 business days or apply a mutually approved credit against a future installment.

- H. The Parties acknowledge that the payments required under this Agreement represent Shamong BOE's agreed-upon share of the costs associated with Business Office Services. The Waterford Township BOE shall account for the shared-service costs and the payments received from Shamong BOE in accordance with applicable law, regulation, and accounting requirements.

Waterford Township BOE shall review the shared-service costs at least annually. If the annual review identifies any unexpended balance attributable to Shamong BOE, the amount shall be credited against Shamong BOE's next payment under this Agreement or, if the Agreement has expired or been terminated, refunded to Shamong BOE within 60 days following the final reconciliation.

- I. Each Party shall maintain records reasonably sufficient to document payments made or received under this Section and shall provide copies of such records upon reasonable request, subject to applicable law.

ARTICLE III: TERM OF THE CONTRACT

- A. Term and Expiration. This Agreement shall commence on July 1, 2026 and shall expire automatically on June 30, 2027, unless renewed by written agreement and resolutions duly adopted by both Boards of Education on or before February 15, 2027.
- B. A 50/50 split will consist of a rotation of 2 days and 3 days in each district rotating by week. For weeks with 4 days the Administrator will spend 2 days in each district. During the summer months the Administrator will observe a 4 day work week.
- C. Termination. This Agreement may be terminated before June 30, 2027:
- i. by mutual written agreement of the parties;
 - ii. by either Party for a material breach of this Agreement, provided that the Party seeking termination gives written notice of the breach and the other Party fails to cure the breach within fifteen (15) calendar days after receipt of the notice;
 - iii. by either Party if the Administrator loses or fails to maintain any certification, license, or other qualification required by law to perform the services under this Agreement; or
 - iv. by either Party if the Administrator is absent or otherwise unable to perform the services under this Agreement for thirty (30) consecutive calendar days, unless the Parties agree in writing to an acceptable temporary arrangement.
- D. Upon termination under Paragraph B or Expiration under Paragraph A, during a thirty (30) calendar day transition period, the Parties shall cooperate in good faith to ensure an orderly transfer of records, files, access credentials, pending matters, and other information

reasonably necessary for the continuation of business-office services. The Parties shall also reasonably cooperate to address any time-sensitive obligations arising during the transition period.

- E. This Agreement may be amended from time to time by a written instrument executed by the Parties. Any material change to the scope of services, compensation, term, staffing, responsibilities of the parties, or other substantive provisions of this Agreement shall require ratification by resolution of both Boards of Education before becoming effective.

ARTICLE IV: INSURANCE, ALLOCATION OF RISK, AND INDEMNIFICATION

- A. In the event that a claim emanates from activity or incidents that occurred solely in and solely related to one school district, that BOE shall defend, indemnify, and hold harmless the other BOE against any such claims.
- B. Each party shall maintain its own insurance or self-insurance coverage for its obligations under this Agreement.
- C. To the extent permitted by law, each party shall be responsible for claims arising from its own acts or omissions and the acts or omissions of its officers, employees, and agents. If a claim involves both parties, responsibility shall be allocated in accordance with applicable law.
- D. Nothing in this Agreement shall be construed as a waiver of any immunity, defense, or limitation of liability available to either party under the New Jersey Tort Claims Act or any other applicable law.

ARTICLE V: MISCELLANEOUS

- A. Notice. Whenever under the terms of this Agreement, written notice is required or permitted to be given by one Party to another Party, such notice shall be deemed to have been sufficiently given by one if personally delivered to the Administrator or if mailed by way of certified or registered mail, return receipt requested, and addressed to the Party to whom it is to be given at the address identified above.
- B. Authorization. Each party represents and warrants to the other that all school district actions necessary for each entity to enter into and perform all obligations required by this Agreement have been taken validly and that the undersigned are authorized to execute this Agreement. In addition, each party represents that the party executing this agreement on behalf of the school district is authorized to do so by law. A copy of the entity's resolution authorizing this agreement shall be attached hereto.
- C. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey.
- D. No Assignment. There shall be no assignment of this Agreement without the written consent of the other Party.
- E. Entire Agreement. This Agreement sets forth the entire understanding of the parties here to with respect to the transactions contemplated herein. No changes or modifications of this Agreement shall be valid unless the same shall be in writing and signed by all the parties hereto.

- F. Severability. If any clause, sentence, paragraph, section or part of this Agreement shall be adjudged to be invalid by any court of competent jurisdiction, such judgment shall not affect, impair, or invalidate the remainder thereof, but shall be confined in its operation to the clause, sentence, paragraph, section, or part thereof, directly involved in the controversy in which such judgment shall have been rendered.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date written below:

WATERFORD BOARD OF EDUCATION:

Board President

Board Secretary

Date

SHAMONG BOARD OF EDUCATION:

Board President

Board Secretary

Date

EXHIBIT A: SHARED BUSINESS ADMINISTRATOR/BOARD SECRETARY SERVICE STANDARDS

This Exhibit supplements the Shared Service Agreement between the Shamong BOE and Waterford Township BOE. The Administrator shall provide services to both districts in a professional, timely, accurate, and impartial manner, consistent with the 50/50 rotating schedule set forth in Article III.C.

1. Meetings and Deadlines: The Administrator shall attend each Party's regular Board meetings, budget hearings, reorganization meetings, and special meetings involving material financial or operational matters, unless excused by the applicable Superintendent or Board President. The Administrator shall meet with each Superintendent at least [biweekly] and shall prepare required reports, filings, budget materials, audit responses, and Board certifications by the applicable deadlines. The Administrator shall promptly notify the applicable Superintendent of any anticipated delay.
2. Agendas, Minutes, Records, and Procurement: For each Party, the Administrator shall:
 - 2.1. prepare or coordinate business-office agenda items and supporting documentation by the district's agenda deadline;
 - 2.2. prepare or oversee the preparation of draft Board minutes within [10] business days after each meeting;
 - 2.3. provide administrative support for the handling of OPRA requests, each Party shall separately designate its OPRA records custodian;
 - 2.4. maintain business-office records in accordance with applicable retention requirements; and
 - 2.5. administer procurement procedures and approve purchases only within the authority delegated by the applicable Board.
3. Emergency Availability: The Administrator shall be reasonably available outside normal business hours for urgent matters involving health or safety, school opening, payroll, banking, insurance, facilities, transportation, or a time-sensitive legal or regulatory deadline.
4. Competing Priorities: When both districts require attention at the same time, the Administrator shall prioritize matters in the following order:
 - 4.1. health, safety, or school-opening issues;
 - 4.2. payroll, banking, insurance, or continuity-of-operations issues;
 - 4.3. legal, regulatory, audit, or contractual deadlines;
 - 4.4. urgent matters requiring Board action; and
 - 4.5. other matters in the order reasonably determined by the Administrator.

The Administrator shall promptly notify both Superintendents of any significant conflict.

5. Supervision of Support Staff: The Administrator shall provide functional supervision of business-office support staff.
6. Responsibilities Retained by Each District: Each Board shall retain all governance, budget, contract-approval, policy, and other non-delegable responsibilities. Each Superintendent shall retain overall administrative and personnel authority for that Superintendent's district. Each Treasurer of School Monies shall retain the Treasurer's statutory duties and independent financial-control responsibilities.
7. Performance Review: The Superintendents shall jointly review the shared-services arrangement at least twice during the term: once by January 15, 2027, and again before the renewal decision required by Article III.B. The review shall address timeliness, accuracy, responsiveness, equitable allocation of services, communication, supervision of support staff, compliance, and management of competing priorities. The Waterford Township BOE, as the Administrator's employer, shall retain responsibility for any formal employment evaluation or employment action.