PHILIP D. MURPHY
GOVERNOR

TAHESHA L. WAY
LT. GOVERNOR

State of New Jersey
DEPARTMENT OF EDUCATION
Sussex County Office of Education
262 White Lake Road
Sparta, NJ 07871
Tele: (973) 579-6996
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KEVIN DEHMER
ACTING COMMISSIONER

GAYLE CARRICK, ED.D
EXECUTIVE COUNTY SUPERINTENDENT

September 26, 2024

Ms. Christina Riker
School Business Administrator
Sussex-Wantage Regional School District
27 Bank Street
Wantage, NJ 07461

Dear Ms. Riker:

I have reviewed the employment contract for Mr. Michael Gall, Superintendent of Schools, 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 and have reviewed the shared service agreement between Sussex-Wantage Regional Board of Education and Lafayette Board of Education.

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 period commencing on July 1, 2024 through June 30, 2029 with a salary of $198,405 for 2024-2025; $204,245 for 2025-2026; $210,267 for 2026-2027; $216,438 for 2027-2028, and $222,791 for 2028-2029.

If there are any changes to the terms of this contract, you will need to submit them to the Sussex Executive County Superintendent, for review and approval prior to the required public notice and hearing of such changes.

Kindly submit a copy of the signed contract once it is executed.

Sincerely,

Dr. Gayle Carrick
Executive County Superintendent

cc: Mr. Michael Gall, Superintendent
Ms. Melissa Kincaid, Lafayette School Business Administrator/Board Secretary

2024-2029 SHARED SERVICES AGREEMENT

For Superintendent Services

This Agreement is made this 18 day of September, 2024 between the SUSSEX-WANTAGE REGIONAL BOARD OF EDUCATION, which has offices located at 27 Bank Street Sussex, New Jersey 07461 (hereinafter referred to as "Sussex-Wantage") and LAFAYETTE BOARD OF EDUCATION, which has offices located at 178 Beaver Run Rd, Lafayette, New Jersey 07848 (hereinafter referred to as "Lafayette"), collectively referred to as "Boards."

WITNESSETH:

WHEREAS, the Interlocal Services Act, N.J.S.A. 40:8A-1, et seq., N.J.S.A. 18A:17-15 and N.J.S.A. 18A:17-24.1, authorizes local school districts to enter into a contract with each other to subcontract superintendent services, which the parties to an agreement are empowered to render within its own jurisdiction; and

WHEREAS, the ability for the parties to share superintendent services, pursuant to N.J.S.A. 18A:17-24.1, is subject to the final approval of the Commissioner of Education; and

WHEREAS, Sussex-Wantage and Lafayette are of the opinion that services can be more efficiently and economically provided to their respective school districts through a joint agreement; and

WHEREAS, the parties are desirous of entering into an Interlocal/Shared Services Agreement which would authorize Sussex-Wantage to provide superintendent services through its employee, Michael Gall, to Lafayette; and

WHEREAS, Michael Gall (hereinafter referred to as "Superintendent") is the current Superintendent/Principal for Sussex-Wantage and is desirous of providing superintendent services for Lafayette; and

WHEREAS, the Executive County Superintendent has approved the provision of shared superintendent services through an Interlocal/Shared Services Agreement;

NOW THEREFORE, based on the foregoing premises, and in consideration of the mutual promises and covenants of the parties as set forth below, both Sussex-Wantage and Lafayette hereby agree as follows:

1. Recitals

The above recitals are repeated and incorporated by reference herein.

2. Contingency:

This Agreement is expressly made contingent upon the Boards' mutual agreement that Michael Gall shall fill the position of Superintendent for Lafayette.

3. Services to be Performed

Sussex-Wantage hereby agrees to share the services of Mr. Gall for the purpose of providing superintendent services to Lafayette in accordance with those duties delegated to superintendents

specified in title 18A of the New Jersey Revised Statutes and all other applicable laws and regulations, as well as in accordance with the parties' Board policies, administrative regulations and job descriptions pertaining to the functions, responsibilities, powers and authority of a Superintendent. Sussex-Wantage shall be considered to be the employer of Michael Gall for the term of this Agreement.

4. Standards and Scope of Performance

The services of Mr. Gall are to be provided to Lafayette per five-day workweek, up to fifteen (15) hours per week, and up to thirty (30) hours per week dedicated to Sussex-Wantage. Mr. Gall shall be responsible for determining the days and hours he shall work at both locations, to afford him with the flexibility to attend to operational and school concerns at both school districts. Additional evening attendance at both Lafayette and Sussex-Wantage's meetings and certain other events, as needed, are also required and not included within the 15/30 hours that must be dedicated to each school district. Accordingly, Mr. Gall shall be expected to attend evening meetings for each school board, inclusive of regular, special, emergency and committee meetings of the respective boards of education each month. Within thirty days of the effectuation of this Agreement, both school districts, through their Board Presidents, Board Secretaries and Mr. Gall, shall develop a meeting schedule to prevent, as practicable, scheduling conflicts. The parties understand and agree that the scope of performance will be subject to emergent and unforeseen circumstances in each of the two school districts and the parties will cooperate to ensure that both Schools' needs are met should these situations arise.

5. Evaluation of Services

The implementation of this Agreement to share the services of Mr. Gall shall be reviewed annually by Sussex-Wantage and on or before March 1st of each school year. This evaluation shall assess the level and quality of the services provided by Mr. Gall and shall include any concerns that the parties may have regarding the delivery of services. The manner and format of the evaluations will be decided by the Liaison Committee, set forth in Paragraph 6. Neither Sussex-Wantage nor Lafayette shall hold any public discussions with regard to Mr. Gall's performance, or which may adversely affect his employment, unless Mr. Gall requests that such discussion be held in public session pursuant to the Open Public Meetings Act. Where Mr. Gall has received a *Rice* notice and has opted to have the discussion in executive session, he shall have the right to address the board in executive session and bring an attorney to represent him. Mr. Gall's option to address the Board in executive session does not preclude either board of education from having a private discussion and/or deliberation regarding Mr. Gall outside the presence of him and/or his attorney.

6. Liaison Committee

A six (6) member Liaison Committee, consisting of a maximum of three (3) Board members from each Board and Mr. Gall, will meet at least four (4) times each school year to review and discuss operational matters related to this Agreement, including, any issues of concern regarding the delivery of services. The schedule for meetings shall be mutually developed by parties by or before August 1st of each school year. Any disputes which arise under this Agreement shall be attempted to be resolved by the Liaison Committee in the first instance.

7. Contract Disputes:

(a.) Any disputes which arise under this Shared Services Agreement shall be attempted to be resolved by the Liaison Committee in the first instance.

(b.) Pursuant to N.J.S.A. 18A:17-24.8, the Sussex County Superintendent shall serve as mediator of any dispute arising over the interpretation of this contract.

8. Costs of Sharing Employee:

(a) Lafayette shall pay Sussex-Wantage an annual sum of Seventy-Six Thousand One Hundred Twenty-Nine Dollars ($76,129.00) for the 2024-2025 school year; Seventy-Eight Thousand Seventy-Five Dollars ($78,075.00) for the 2025-2026; and Eighty Thousand Eighty-Two Dollars ($80,082.00) for the 2026-2027 school year; Eighty-Two Thousand Two Hundred Forty-Six Dollars ($82,246.00) for the 2027-2028 school year; and Eighty-Four Thousand Six Hundred Sixty-One Dollars ($84,661.00) for the 2028-2029 school year, in addition to contributing 33.33% towards the employer contribution to health benefits, contributing 41.04% towards its share of the Employer Payroll Tax. Mr. Gall's salary for superintendent services to Lafayette, including any shared costs for health benefits, shall be paid by Lafayette to Sussex-Wantage directly, who shall be responsible for all salary payments, withholding taxes and other deductions related to Mr. Gall's salary. Lafayette shall also share in the professional development costs associated with the Superintendent, at the rate of 41.04%, including costs for membership in professional associations, attendance at conferences, and related travel expenses, provided that any such expenses are pre-approved by Sussex-Wantage and Lafayette.

(b) Should Mr. Gall separate from service during the term of this Agreement, the parties agree that Sussex-Wantage shall pay 58.969% and Lafayette shall pay 41.04% of any vacation payout to which Mr. Gall may be entitled for days earned during the term of this Agreement.

(b) Additional expenses incurred specifically on behalf of each respective School shall be the sole responsibility of that School. Mr. Gall shall obtain necessary approval when mandated by each respective Board's policy; however, for administrative ease and due to his status as employee of the Sussex-Wantage Regional Board of Education, Mr. Gall shall submit such expenses for reimbursement to the Sussex-Wantage Board of Education. Should the expense relate to the Lafayette Board of Education, then Sussex-Wantage shall invoice Lafayette for reimbursement. Similarly, unforeseen expenses incurred on behalf of both districts and not previously identified shall be approved by both districts, submitted to the Sussex-Wantage business office for reimbursement and Lafayette shall be invoiced for **33%** of the total expense by the Sussex-Wantage business office.

9. Payment

Monthly within each school year, Lafayette shall pay one-twelfth (1/12) of its annual sum and portion of the employer-paid health benefits premium, if applicable, as set forth in Paragraph 8, with the first payment due the first day of said Agreement. Sussex-Wantage shall bill Lafayette on a monthly basis with such payment due to Sussex-Wantage by the 15th of each subsequent month. One-half of any and all costs incurred related to professional development, in accordance with Paragraph 8, shall be invoiced to Lafayette within thirty (30) days of Sussex-Wantage's receipt of the charge.

10. Notice of Resignation/Termination of Shared Services Agreement/:

(a.) In the event Mr. Gall separates from his employment with Sussex-Wantage, Sussex-Wantage shall notify Lafayette immediately and Lafayette will have the option of terminating this Shared Services Agreement effective the date of resignation.

(b.) In the event of the early termination of this Shared Services Agreement or nonrenewal of said Agreement, Mr. Gall shall revert to his prior position of Superintendent/Principal with the Sussex-Wantage school district..

(c.) Any attempt to discipline Mr. Gall shall remain the right of Sussex-Wantage as Mr. Gall's employer.

11. Term:

This Agreement shall commence at 12:01 a.m. on July, 1, 2024 and end at midnight on June 30, 2029. Either Board of Education may terminate this Agreement by providing the other with written notice by or before April 1st of that school year. If such notice of termination is provided, the Shared Services Agreement between Sussex-Wantage and Lafayette shall be terminated effective July 1st of the succeeding school year.

12. Entire Agreement

This Agreement sets forth the entire understanding of the parties hereto with respect to its subject matter. The Agreement shall not be modified, in whole, or in part, except by writing signed by each of the parties hereto.

13. Counterparts

This Agreement may be executed in two (2) or more counterparts, each of which shall be an original, but all of which together shall constitute one and the same instrument.

14. Governing Law

This Agreement shall, in all respects, be governed by and construed under the laws of the State of New Jersey.

15. Severability

If any term or condition of this Agreement, or any application of this Agreement shall be determined to be contrary to the laws of the State of New Jersey or the United States, such terms or condition or application shall not be deemed to be valid except to the extent permitted by law, but all other terms and conditions and applications shall continue in full force and effect.

16. Public Inspection

Each party shall maintain a copy of this Agreement on file at its offices, which shall be open to the public for inspection.

17. Notices

All notices and other communications hereunder shall be in writing and shall be deemed to have been given when delivered or three (3) days ,after mailed by First-Class Registered or Certified Mail, postage prepaid addressed to:

For Lafayette:

For Sussex-Wantage, To:

Christina Riker
Board Secretary/School Business Administrator
27 Bank Street
Sussex, New Jersey 07461

This Agreement has been approved by each party at a duly convened public meeting. The respective Board Presidents are authorized to execute this Agreement on behalf of their Board of Education.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the day and date first above written.

Attest:

SUSSEX-WANTAGE BOARD OF EDUCATION

By: Stephanie Tatlow
Name:
Title: President
Dated: 9/26/24

Attest:

LAFAYETTE BOARD OF EDUCATION

By:
Name William Bianella
Title: President
Dated: 9/24/24