

## EXHIBIT A

This **HOLD HARMLESS AND INDEMNIFICATION AGREEMENT** (this "Agreement") is made effective on June 21, 2022, subject to ratification by the parties at their duly convened public meetings.

*WHEREAS*, the Boroughs of Sea Bright, New Jersey; Atlantic Highlands, New Jersey and Highlands New Jersey; and the Boards of Education Henry Hudson Regional School District, Atlantic Highlands, NJ School District and Highlands, NJ School District have agreed to proceed as joint petitioners to request approval from the Commission of Education and the voters to join in an all-purpose regional school district serving grades Pre-K through 12 that would serve the Boroughs, including Sea Bright (collectively referred to as the "parties"); and

*WHEREAS*, Sea Bright students in grades Pre-K to 6 currently are educated by the Oceanport, NJ School District, and in grades 7-12 by the Shore Regional NJ School District; and

*WHEREAS*, Sea Bright's admission to the aforesaid all-purpose regional school district is subject to its successful withdrawal from its current arrangements with the Oceanport, NJ Jersey School District and the Shore Regional, NJ School District; and

*WHEREAS*, it is possible that legal action may be initiated as a result of Sea Bright's withdrawal in which the aforementioned Board's and other Boroughs may be joined or otherwise implicated; and

*WHEREAS*, the parties all are desirous of moving forward with their efforts to effectuate and implement the aforesaid regionalization without delay, in order to include a public question in the upcoming November 2022 General Election;

*NOW THEREFORE*, in consideration of the mutual covenants and conditions contained herein, the parties hereby agree as follows:

1. **Hold Harmless.** Sea Bright Borough shall fully defend, indemnify, and hold harmless the remaining parties above named from any and all claims, lawsuits, demands, causes of action, liability, loss, damage and/or injury of any kind whatsoever, including without limitation, all claims for money, loss, damages and equitable relief resulting from its attempt to withdraw from the Oceanport and Shore Regional School Districts, including court costs and reasonable attorney's fees.

The Borough will pay the fees of the Porzio Law Firm to provide defense for the parties. The Borough also agrees to pay for the reasonable attorney's fees of the Boards' designated counsel in the event that the interests of the Boards come in conflict with Sea Bright's as any challenge and/or litigation involving Oceanport and/or Shore Regional progresses, subject to the Board's designate counsel being granted permission by the Commissioner or the court to Intervene.

2. In consideration of the foregoing promise to hold harmless and indemnify, the remaining parties agree to proceed with their Verified Petition seeking approval by the Commissioner of Education to proceed with the above mentioned regionalization and public referendum.
3. This Agreement contains the entire agreement among the parties related to the hold harmless and indemnification provisions set forth herein, and supersedes any prior oral or written statements or agreements among the parties regarding same.
4. In the event that any provision of this Agreement is held to be invalid by a court or agency of competent jurisdiction, the remaining provisions shall continue to be valid and enforceable, but if by limiting said provision it would become valid and enforceable, then such provision shall be deemed to be written and construed and enforced as so limited, as long as it does not impair the intent of the parties is to provide the broadest indemnification possible under the law.
5. This Agreement shall be governed exclusively by the laws of New Jersey.
6. The duly authorized representatives of each of the above named parties, by signing below, represents that [redacted] have been authorized by the governing body of each party at a duly convened public meeting to sign on its behalf:

For the Borough of Sea Bright:

B.P. 15  
 Signature/Title/Date  
 Mayor 7-22-22

Attest Christine Ruff  
 Signature/Title/Date  
 Borough Clerk 7-22-22

For the Borough of Atlantic Highlands:

Scott Skolbeck Mayor 8/27/22  
Signature/Title/Date

Attest: Michelle Chant  
Signature/Title/Date Borough Clerk 8-26-2022

For the Borough of Highlands:

Carolyn Swanson Mayor  
Signature/Title/Date

Attest: [Signature]  
Signature/Title/Date

For the Henry Hudson Regional School Board:

[Signature]  
Signature/Title/Date

Attest: Scott Skolbeck BA  
Signature/Title/Date 8/24/22

For the Atlantic Highlands School Board:

[Signature]  
Signature/Title/Date

Attest: Scott Skolbeck BA  
Signature/Title/Date 8/23/22

For the Highlands School Board:

Diane Knox  
Signature/Title/Date

Attest: [Signature] 8/22/22  
Signature/Title/Date

## EXHIBIT B

# PORZIO

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**Bromberg & Newman**

MORRISTOWN, NJ • NEW YORK, NY • OCEAN CITY, NJ • PHILADELPHIA, PA  
PRINCETON, NJ • SAN JUAN, PR • WESTBOROUGH, MA • WILMINGTON, DE

VITO A. GAGLIARDI, JR.  
MEMBER, NJ BAR  
CERTIFIED BY THE SUPREME COURT OF  
NEW JERSEY AS A CIVIL TRIAL ATTORNEY  
DIRECT DIAL No.: 973-889-4151  
E-MAIL ADDRESS: VAGAGLIARDI@PBNLAW.COM

July 28, 2022

[ControversiesDisputesFilings@doe.nj.gov](mailto:ControversiesDisputesFilings@doe.nj.gov)

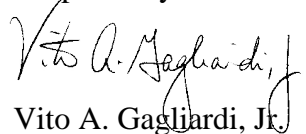
Angelica Allen-McMillan, Ed. D.  
New Jersey Commissioner of Education  
Office of Controversies and Disputes  
New Jersey State Department of Education  
P.O. Box 500  
Trenton, New Jersey 08625

Re: Shore Regional High School District Board of Education v. Borough of Sea Bright, et als.

Dear Dr. Allen-McMillan:

We represent Respondents Borough of Sea Bright, Borough of Highlands, Highlands Board of Education, Atlantic Highlands Board of Education, and Henry Hudson Regional School District Board of Education in the above matter. Enclosed please find Respondents' Motion to Dismiss.

Respectfully submitted,



Vito A. Gagliardi, Jr.

VAG/jac

cc: Matthew Giacobbe, Esq.  
Joseph Betley, Esq.

---

ATTORNEYS AT LAW

100 SOUTHGATE PARKWAY • POST OFFICE BOX 1997 • MORRISTOWN, NJ 07962-1997  
TELEPHONE (973) 538-4006 • FAX (973) 538-5146 • WWW.PBNLAW.COM

7044289

## EXHIBIT C



State of New Jersey

DEPARTMENT OF EDUCATION

PO Box 500

TRENTON, NJ 08625-0500

PHILIP D. MURPHY  
Governor

TAHESHA L. WAY  
Lt. Governor

ANGELICA ALLEN-McMILLAN, Ed.D.  
Acting Commissioner

September 22, 2023

Vito Gagliardi, Esq.  
Porzio, Bromberg & Newman  
100 Southgate Parkway  
P.O. Box 1997  
Morristown, NJ 07962-1997

Re: September 8, 2023 Amended Petition from the Borough of Sea Bright

Dear Mr. Gagliardi,

I have completed my review of the September 8, 2023 Amended Petition submitted to the New Jersey Department of Education on behalf of the Borough of Sea Bright ("Sea Bright") requesting to form a pre-kindergarten through twelfth grade Regional School District with the Atlantic Highlands and Highlands municipalities, and the responses filed jointly on behalf of the Oceanport Board of Education ("Oceanport") and Shore Regional High School Board of Education ("Shore Regional") and jointly on behalf of Henry Hudson Regional High School District, Atlantic Highlands School District and Highlands School District (collectively "Tri-Districts"). For the following reasons, and in consultation with the Monmouth County Office, Sea Bright's Amended Petition is granted in part and denied in part.

As an initial matter and to clarify the procedural posture, the Petition dated July 15, 2022 and filed on behalf Sea Bright, Henry Hudson Regional High School District, Atlantic Highlands and Highlands is dismissed as moot in light of the light July 21, 2023 decision permitting the Boards of Education of Atlantic Highlands and Highlands to proceed to referendum on forming a pre-kindergarten through grade 12 regional school district.

Sea Bright's Amended Petition filed on September 8, 2023 is granted in part and denied in part. *N.J.S.A.* 18A:13-47.1, et seq. permits a board of education or municipality to request permission from the Commissioner of Education to form or enlarge a regional school district. The request must demonstrate that the withdrawal and formation of a regional school district:

(2) does not, and is not foreseeably likely to, increase or exacerbate the segregation of students by racial, socioeconomic, disability, or English Language Learner status as



Vito Gagliardi, Esq.  
September 22, 2023  
Page 2

determined by the number and percentage of affected students enrolled in the school districts seeking to consolidate or in the regional district or consolidated school district from which a school district is seeking to withdraw;

(3) consolidates school districts that are in close geographic proximity of each other. School districts need not be immediately contiguous as long as any geographic separation is not so large as to contradict the potential for improved efficiency and cost savings;

(4) to the maximum extent practicable, reduces student seat time and transportation costs;

(5) possesses the potential for improved efficiency and cost savings;

(6) possesses the potential to advance an enhanced learning environment for participating school districts;

(7) coordinates curriculum across schools and grades throughout the proposed limited purpose or all purpose regional district; and

(8) reflects a documented commitment from the affected boards of education to make good faith efforts to implement practices that promote efficiency and quality of education. (*N.J.S.A. 18A:13-47.11*).

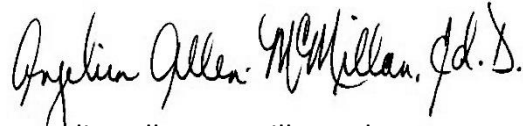
Oceanport and Shore Regional argue that Sea Bright as a standalone municipality that is part of a consolidated school district lacks standing to pursue withdrawal and request to join a regional school district pursuant to *N.J.S.A. 18A:13-47.1*, et seq. They further argue that it is Oceanport and Shore Regional Boards of Education that are responsible for education the students of Sea Bright, and therefore, only they have standing to seek withdrawal. This reading of the statute belies its clear language. The statute applies not only to boards of education, but also specifically identifies “the governing body of a municipality constituting a constituent district of a limited purpose regional district, part of an all-purpose regional district, or part of a consolidated school district” as governmental bodies that may request withdrawal to join or form an enlarged regional school district. The statute contemplates that a municipality, such as Sea Bright, may seek withdrawal from a regional or consolidated school district. Therefore, Sea Bright has standing to seek withdrawal from Oceanport and Shore Regional in accordance with *N.J.S.A. 18A:13-47.11*.

The relief requested and its timing, however, places this matter in a unique procedural posture. The Petition requests to move forward with a referendum to join a regional school district that does not yet exist and presents alternative relief requests depending upon whether the September 26, 2023 referendum passes or fails. In light of the pending referendum, Sea Bright’s requested relief is premature. If the referendum passes on September 26, 2023, Sea Bright and the newly formed school district may refile a joint request for form an enlarged regional school district. The joint request should

Vito Gagliardi, Esq.  
September 22, 2023  
Page 3

address the requirements of *N.J.S.A. 18A:13-47.1 et seq.*, including revised feasibility study, if necessary, and revised resolutions reflecting this new request. All other requests for relief are denied.

Sincerely,



Angelica Allen-McMillan, Ed.D.  
Acting Commissioner

AAM/CH/hl

c: Christopher Irving  
Lester V. Richens  
Jennifer Simons  
Jonathan Busch, Esquire  
Isabel Machado, Esquire

## EXHIBIT D

**Archived:** Friday, June 14, 2024 5:50:50 AM

**From:** [Nicholas Celso III, Ed.D., J.D.](#)

**Sent:** Thu, 13 Jun 2024 18:30:45

**To:** [Nicholas Celso III, Ed.D., J.D.](#)

**Subject:** FW: Oceanport/Shore Regional Proposed Agreement - A-0716-23T4

**Importance:** Normal

**Sensitivity:** None

**Attachments:**

[2024\\_5-17 Proposed Tri-District Agreement .pdf](#) 

---

**From:** Christine Magee <cmagee@machadolawgroup.com>

**Sent:** Friday, May 17, 2024 10:52 AM

**To:** Jonathan Busch <jbusch@buschlawgroup.com>; Nicholas Celso III, Ed.D., J.D. <ncelso@buschlawgroup.com>

**Cc:** Isabel Machado <imachado@machadolawgroup.com>; Joseph F. Betley <jbetley@capehart.com>; Geoffrey N. Stark <GStark@capehart.com>; Eileen Ramella <eramella@machadolawgroup.com>

**Subject:** RE: Oceanport/Shore Regional Proposed Agreement - A-0716-23T4

Good Morning Jonathan and Nicholas,

Attached please find a proposed agreement between Oceanport, Shore Regional, and the Tri-Districts regarding potential dismissal of the Tri-Districts from the currently pending litigation, ?A-0716-23T4.

Please let us know your feedback on the agreement as drafted and / or your position on same.

Christine Magee, Esq.

Associate

Machado Law Group

[1 Cleveland Place](#)

[Springfield, NJ 07081](#)

[973-232-5291](#)

[973-232-6261](#) (Fax)

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**THIS AGREEMENT** (the “Agreement”) is made by and among the Oceanport Board of Education (“Oceanport”) and Shore Regional High School District Board of Education (“Shore Regional”), and the Atlantic Highlands Board of Education, Highlands Board of Education, Henry Hudson Regional School District Board of Education, including the newly created Henry Hudson Regional School District (collectively “Tri-Districts”).

**WHEREAS**, the parties have been, and are currently, engaged in litigation concerning the legality of the Borough of Sea Bright’s attempt to withdraw from Oceanport and Shore Regional pursuant to N.J.S.A. 18A:13-47.11, and regionalize with the Tri-Districts, which is pending in the Superior Court of New Jersey, Appellate Division, entitled *I/M/O the Verified Petition for the Proposed Creation of a PK-12 All-Purpose Regional School District by the Borough of Sea Bright, Borough of Highlands, Borough of Atlantic Highlands, Henry Hudson Regional School District, Atlantic Highlands School District, and Highlands Borough School District, Monmouth County*, Docket No. A-0716-23T4 (the “Litigation”); and

**WHEREAS**, the parties are desirous of resolving the dispute as to the Tri-Districts’ involvement in an amicable way, so as to avoid the time and expense associated with continued litigation;

**NOW THEREFORE**, in consideration of the mutual promises contained herein, the value of which is acknowledged by both parties, the parties hereto agree as follows:

1. The Tri-Districts agree that they shall neither (1) join or support the filing of any petition to the New Jersey Commissioner of Education to enlarge the newly created all-purpose Henry Hudson Regional School District for the purpose of including the Borough of Sea Bright, nor (2) submit a referendum question to their voters regarding enlarging the newly created all-purpose Henry Hudson Regional School District for the purpose of including

the Borough of Sea Bright, nor (3) participate or join the Borough of Sea Bright in any further regionalization feasibility study, unless and until:

- a. the Borough of Sea Bright has received New Jersey Commissioner of Education approval to separate from Oceanport and become its own school district; and
  - b. the Borough of Sea Bright has received New Jersey Commissioner of Education approval to separate from Shore Regional.
2. The Tri-Districts take no position on the ability of the Borough of Sea Bright to withdraw from Oceanport and Shore Regional pursuant to N.J.S.A. 18A:13-47.11.
3. Upon execution of this Agreement, Oceanport and Shore Regional shall file a Notice of Voluntary Dismissal of the Tri-Districts as parties to the Litigation, with prejudice, subject to paragraph 5.
4. If a specific clause of the Agreement is determined to be illegal or in violation of any State and/or Federal law, the remainder of the Agreement shall not be affected by such a ruling and shall remain in full force and effect.
5. If the Agreement is determined to be unenforceable or the Tri-Districts breach this agreement, it is expressly agreed and understood that dismissal of the Tri-Districts from the Litigation was null and void, and that all parties revert and retain any and all rights that they had as of the date of this Agreement.
6. This Agreement may not be altered, amended, or modified except by writing, signed and duly authorized by all parties.
7. The parties acknowledge they have consulted with legal counsel throughout the negotiation of this Agreement, that they have reviewed this Agreement in detail, that they fully understand its requirements and limitations, and that they are entering into this

Agreement freely and voluntarily.

8. This Agreement shall be governed by the laws of the State of New Jersey.

**IN WITNESS WHEREOF**, the parties have executed this Agreement on the dates set forth below:

\_\_\_\_\_  
Oceanport Board of Education  
By: Mark Patterson, President

Date: \_\_\_\_\_

\_\_\_\_\_  
Shore Regional High School District Board of Education  
By: Anthony Villane, President

Date: \_\_\_\_\_

\_\_\_\_\_  
Atlantic Highlands Board of Education  
By:

Date: \_\_\_\_\_

\_\_\_\_\_  
Highlands Board of Education  
By:

Date: \_\_\_\_\_

\_\_\_\_\_  
Henery Hudson Regional Board of Education  
By:

Date: \_\_\_\_\_

## EXHIBIT E



**Archived:** Friday, June 14, 2024 5:54:45 AM

**From:** [Christine Magee](#)

**Sent:** Mon, 10 Jun 2024 13:39:10

**To:** [Nicholas Celso III, Ed.D., J.D.](#) [Jonathan Busch](#)

**Cc:** [Isabel Machado](#) [Joseph F. Betley](#) [Geoffrey N. Stark](#) [Eileen Ramella](#)

**Subject:** Re: Oceanport/Shore Regional Proposed Agreement - A-0716-23T4

**Importance:** Normal

**Sensitivity:** None

**Attachments:**

[2024\\_6-10 Proposed Tri-District Agreement .pdf](#) 

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Hi, Nicholas and Jonathan –

Please accept this response on behalf of both Oceanport and Shore Regional BOEs. We cannot accept the agreement with your proposed deletion. However, we have proposed some alternative language for Paragraph 1.a-c, which is updated in the attached. Please let us know if your clients are interested in signing the agreement as amended. Thank you.

Christine Magee, Esq.

Associate

Machado Law Group

[1 Cleveland Place](#)

[Springfield, NJ 07081](#)

[973-232-5291](#)

[973-232-6261](#) (Fax)

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---

**From:** Nicholas Celso III, Ed.D., J.D. <[ncelso@buschlawgroup.com](mailto:ncelso@buschlawgroup.com)>

**Sent:** Monday, June 10, 2024 8:14 AM

**To:** Christine Magee <[cmagee@machadolawgroup.com](mailto:cmagee@machadolawgroup.com)>; Isabel Machado <[imachado@machadolawgroup.com](mailto:imachado@machadolawgroup.com)>; Joseph F. Betley <[jbetley@capehart.com](mailto:jbetley@capehart.com)>; Geoffrey N. Stark <[GStark@capehart.com](mailto:GStark@capehart.com)>; Eileen Ramella <[eramella@machadolawgroup.com](mailto:eramella@machadolawgroup.com)>

**Cc:** Jonathan Busch <[jbusch@buschlawgroup.com](mailto:jbusch@buschlawgroup.com)>

**Subject:** FW: Oceanport/Shore Regional Proposed Agreement - A-0716-23T4

**CAUTION:** This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Good morning,

The Boards all meet this week, starting tonight with Highlands, and are not scheduled to meet again, with Atlantic

Highlands and Highlands dissolving at the end of this month. We have not received your response regarding the Settlement document. We need to know whether your clients will agree to the below change or are standing firm on the original language. Please advise as early today as possible, preferably this morning.

Thank you.

---

**From:** Nicholas Celso III, Ed.D., J.D.

**Sent:** Wednesday, May 29, 2024 1:23 PM

**To:** Christine Magee <[cmagee@machadolawgroup.com](mailto:cmagee@machadolawgroup.com)>

**Cc:** Isabel Machado <[imachado@machadolawgroup.com](mailto:imachado@machadolawgroup.com)>; Joseph F. Betley <[jbetley@capehart.com](mailto:jbetley@capehart.com)>; Geoffrey N. Stark <[GStark@capehart.com](mailto:GStark@capehart.com)>; Eileen Ramella <[eramella@machadolawgroup.com](mailto:eramella@machadolawgroup.com)>; Jonathan Busch <[jbusch@buschlawgroup.com](mailto:jbusch@buschlawgroup.com)>

**Subject:** RE: Oceanport/Shore Regional Proposed Agreement - A-0716-23T4

Getting back to you on this as promised,

Please be advised that with a full reservation of rights and without prejudice, our clients want the modification highlighted below:

1. The Tri-Districts agree that they shall neither (1) join or support the filing of any petition to the New Jersey Commissioner of Education to enlarge the newly created all-purpose Henry Hudson Regional School District for the purpose of including the Borough of Sea Bright, nor (2) submit a referendum question to their voters regarding enlarging the newly created all-purpose Henry Hudson Regional School District for the purpose of including the Borough of Sea Bright, nor (3) participate or join the Borough of Sea Bright in any further regionalization feasibility study, unless and until:
  - a. the Borough of Sea Bright has received New Jersey Commissioner of Education approval to separate from Oceanport [ and become its own school district] for the purpose of joining the Henry Hudson Regional School District;

Kindly advise at your earliest convenience whether the above deletion is acceptable. If so, I believe we will be able to proceed.

---

**From:** Christine Magee <[cmagee@machadolawgroup.com](mailto:cmagee@machadolawgroup.com)>

**Sent:** Friday, May 24, 2024 9:34 AM

**To:** Nicholas Celso III, Ed.D., J.D. <[ncelso@buschlawgroup.com](mailto:ncelso@buschlawgroup.com)>

**Cc:** Isabel Machado <[imachado@machadolawgroup.com](mailto:imachado@machadolawgroup.com)>; Joseph F. Betley <[jbetley@capehart.com](mailto:jbetley@capehart.com)>; Geoffrey N. Stark <[GStark@capehart.com](mailto:GStark@capehart.com)>; Eileen Ramella <[eramella@machadolawgroup.com](mailto:eramella@machadolawgroup.com)>; Jonathan Busch <[jbusch@buschlawgroup.com](mailto:jbusch@buschlawgroup.com)>

**Subject:** Re: Oceanport/Shore Regional Proposed Agreement - A-0716-23T4

Thank you Nicholas.

Confirming that the only change was adding the Henry Hudson Transitional Board. Attached is the draft with the changes highlighted.

Christine Magee, Esq.

Associate

Machado Law Group

1 Cleveland Place

Springfield, NJ 07081

[973-232-5291](tel:973-232-5291)

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---

**From:** Nicholas Celso III, Ed.D., J.D. <[ncelso@buschlawgroup.com](mailto:ncelso@buschlawgroup.com)>  
**Sent:** Friday, May 24, 2024 9:28 AM  
**To:** Christine Magee <[cmagee@machadolawgroup.com](mailto:cmagee@machadolawgroup.com)>  
**Cc:** Isabel Machado <[imachado@machadolawgroup.com](mailto:imachado@machadolawgroup.com)>; Joseph F. Betley <[jbetley@capehart.com](mailto:jbetley@capehart.com)>; Geoffrey N. Stark <[GStark@capehart.com](mailto:GStark@capehart.com)>; Eileen Ramella <[eramella@machadolawgroup.com](mailto:eramella@machadolawgroup.com)>; Jonathan Busch <[jbusch@buschlawgroup.com](mailto:jbusch@buschlawgroup.com)>  
**Subject:** RE: Oceanport/Shore Regional Proposed Agreement - A-0716-23T4

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Good morning,

We will be meeting with the Boards early next week and will be in touch shortly thereafter. In the meantime, please confirm that the only change in the 2d draft of the proposal is the additional signatory.

Thank you,  
Nicholas Celso III, Esq.



450 Main Street  
Metuchen, New Jersey 08840  
P: 732.243.9588  
F. 732.243.9590  
[www.buschlawgroup.com](http://www.buschlawgroup.com)

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---

**From:** Christine Magee <[cmagee@machadolawgroup.com](mailto:cmagee@machadolawgroup.com)>  
**Sent:** Thursday, May 23, 2024 11:50 AM  
**To:** Jonathan Busch <[jbusch@buschlawgroup.com](mailto:jbusch@buschlawgroup.com)>; Nicholas Celso III, Ed.D., J.D. <[ncelso@buschlawgroup.com](mailto:ncelso@buschlawgroup.com)>  
**Cc:** Isabel Machado <[imachado@machadolawgroup.com](mailto:imachado@machadolawgroup.com)>; Joseph F. Betley <[jbetley@capehart.com](mailto:jbetley@capehart.com)>; Geoffrey N. Stark <[GStark@capehart.com](mailto:GStark@capehart.com)>; Eileen Ramella <[eramella@machadolawgroup.com](mailto:eramella@machadolawgroup.com)>  
**Subject:** Re: Oceanport/Shore Regional Proposed Agreement - A-0716-23T4

Good Morning Jonathan and Nicholas,

I am following up on the below. Please note, attached is a revised proposed agreement updated to include signature by the Henry Hudson Regional PK-12 Transitional board as well.

Please let us know your feedback on the agreement as drafted and / or your position on same.

Christine Magee, Esq.  
Associate  
Machado Law Group  
[1 Cleveland Place](#)  
[Springfield, NJ 07081](#)  
[973-232-5291](#)  
[973-232-6261](#) (Fax)

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---

**From:** Christine Magee  
**Sent:** Friday, May 17, 2024 10:51 AM  
**To:** Jonathan Busch <[jbusch@buschlawgroup.com](mailto:jbusch@buschlawgroup.com)>; Nicholas Celso III, Ed.D., J.D. <[ncelso@buschlawgroup.com](mailto:ncelso@buschlawgroup.com)>  
**Cc:** Isabel Machado <[imachado@machadolawgroup.com](mailto:imachado@machadolawgroup.com)>; Joseph F. Betley <[jbetley@capehart.com](mailto:jbetley@capehart.com)>; Geoffrey N. Stark <[GStark@capehart.com](mailto:GStark@capehart.com)>; Eileen Ramella <[eramella@machadolawgroup.com](mailto:eramella@machadolawgroup.com)>  
**Subject:** RE: Oceanport/Shore Regional Proposed Agreement - A-0716-23T4

Good Morning Jonathan and Nicholas,

Attached please find a proposed agreement between Oceanport, Shore Regional, and the Tri-Districts regarding potential dismissal of the Tri-Districts from the currently pending litigation, ?A-0716-23T4.

Please let us know your feedback on the agreement as drafted and / or your position on same.

Christine Magee, Esq.  
Associate  
Machado Law Group  
[1 Cleveland Place](#)  
[Springfield, NJ 07081](#)  
[973-232-5291](#)  
[973-232-6261](#) (Fax)

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## EXHIBIT F

**THIS AGREEMENT** (the “Agreement”) is made by and among the Oceanport Board of Education (“Oceanport”) and Shore Regional High School District Board of Education (“Shore Regional”), and the Atlantic Highlands Board of Education, Highlands Board of Education, Henry Hudson Regional School District Board of Education, including the newly created Henry Hudson Regional School District, and the Henry Hudson Regional PK-12 Transitional Board of Education (collectively “Tri-Districts”).

**WHEREAS**, the parties have been, and are currently, engaged in litigation concerning the legality of the Borough of Sea Bright’s attempt to withdraw from Oceanport and Shore Regional pursuant to N.J.S.A. 18A:13-47.11, and regionalize with the Tri-Districts, which is pending in the Superior Court of New Jersey, Appellate Division, entitled *I/M/O the Verified Petition for the Proposed Creation of a PK-12 All-Purpose Regional School District by the Borough of Sea Bright, Borough of Highlands, Borough of Atlantic Highlands, Henry Hudson Regional School District, Atlantic Highlands School District, and Highlands Borough School District, Monmouth County*, Docket No. A-0716-23T4 (the “Litigation”); and

**WHEREAS**, the parties are desirous of resolving the dispute as to the Tri-Districts’ involvement in an amicable way, so as to avoid the time and expense associated with continued litigation;

**NOW THEREFORE**, in consideration of the mutual promises contained herein, the value of which is acknowledged by both parties, the parties hereto agree as follows:

1. The Tri-Districts agree that they shall neither (1) join or support the filing of any petition to the New Jersey Commissioner of Education to enlarge the newly created all-purpose Henry Hudson Regional School District for the purpose of including the Borough of Sea Bright, nor (2) submit a referendum question to their voters regarding enlarging the newly

created all-purpose Henry Hudson Regional School District for the purpose of including the Borough of Sea Bright, nor (3) participate or join the Borough of Sea Bright in any further regionalization feasibility study, unless and until:

- a. After the date of this Agreement, the Borough of Sea Bright has filed a formal Petition with the Commission of Education seeking its separation from both Oceanport and Shore Regional; and
  - b. The Borough of Sea Bright has received formal approval to separate from Oceanport by virtue of a Final Agency Decision of the Commissioner of Education granting such approval and outlining the terms and conditions of such separation; and
  - c. The Borough of Sea Bright has received formal approval to separate from Shore Regional by virtue of a Final Agency Decision of the Commissioner of Education granting such approval and outlining the terms and conditions of such separation.
2. The Tri-Districts take no position on the ability of the Borough of Sea Bright to withdraw from Oceanport and Shore Regional pursuant to N.J.S.A. 18A:13-47.11.
  3. Upon execution of this Agreement, Oceanport and Shore Regional shall file a Notice of Voluntary Dismissal of the Tri-Districts as parties to the Litigation, with prejudice, subject to paragraph 5.
  4. If a specific clause of the Agreement is determined to be illegal or in violation of any State and/or Federal law, the remainder of the Agreement shall not be affected by such a ruling and shall remain in full force and effect.
  5. If the Agreement is determined to be unenforceable or the Tri-Districts breach this agreement, it is expressly agreed and understood that dismissal of the Tri-Districts from

the Litigation was null and void, and that all parties revert and retain any and all rights that they had as of the date of this Agreement.

- 6. This Agreement may not be altered, amended, or modified except by writing, signed and duly authorized by all parties.
- 7. The parties acknowledge they have consulted with legal counsel throughout the negotiation of this Agreement, that they have reviewed this Agreement in detail, that they fully understand its requirements and limitations, and that they are entering into this Agreement freely and voluntarily.
- 8. This Agreement shall be governed by the laws of the State of New Jersey.

**IN WITNESS WHEREOF**, the parties have executed this Agreement on the dates set forth below:

\_\_\_\_\_ Date: \_\_\_\_\_  
 Oceanport Board of Education  
 By: Mark Patterson, President

\_\_\_\_\_ Date: \_\_\_\_\_  
 Shore Regional High School District Board of Education  
 By: Anthony Villane, President

\_\_\_\_\_ Date: \_\_\_\_\_  
 Atlantic Highlands Board of Education  
 By:

\_\_\_\_\_ Date: \_\_\_\_\_  
 Highlands Board of Education  
 By:

\_\_\_\_\_ Date: \_\_\_\_\_  
 Henry Hudson Regional Board of Education  
 By:

\_\_\_\_\_ Date: \_\_\_\_\_  
 Henry Hudson Regional PK-12 Transitional  
 Board of Education  
 By:



## EXHIBIT G



# Atlantic Highlands Board of Education

Dr. Tara Beams  
Superintendent of Schools

Janet Sherlock  
Business Administrator/Board Secretary

Karin Massina  
President, Board of Education

## CERTIFICATION OF BOARD ACTION ATLANTIC HIGHLANDS BOARD OF EDUCATION

The following is an excerpt from the minutes of the June 11, 2024 Atlantic Highlands Board of Education meeting:

### RESOLUTION TO APPROVE SETTLEMENT AGREEMENT

**Resolved**, that the Board hereby approves the revised Settlement Agreement received on June 10, 2024, from counsel on behalf of Oceanport and Shore Regional School Districts and authorizes the Board President to sign the Settlement Agreement on behalf of the Board, and further authorizes the Busch Law Group to take all action necessary to enter into a Stipulation of Dismissal of the matter, *I/M/O the Verified Petition for the Proposed Creation of a PK-12 All-Purpose Regional School District by the Borough of Sea Bright, Borough of Highlands, Borough of Atlantic Highlands, Henry Hudson Regional School District, Atlantic Highlands School District, and Highlands Borough School District, Monmouth County*, Docket No. A-0716-23T4, in accordance with the terms and conditions set forth in the Settlement Agreement, subject to ratification and full execution of the Settlement Agreement by the Oceanport and Shore Regional School District Boards of Education.

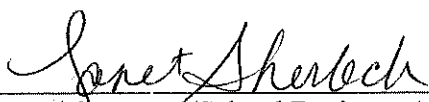
**Be it further resolved**, that a true copy of the Settlement Agreement shall be entered into the permanent minutes of tonight's meeting.

**Motion made by: Ms. Jacobs**

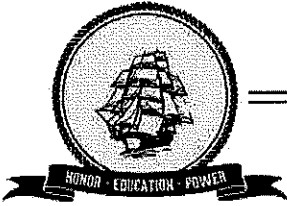
**Motion seconded by: Ms. Baxendine**

**Ayes: 5      Nays: 0      Abstain: 1      Absent: 3**

CERTIFICATION: I, Janet Sherlock, School Business Administrator/Board Secretary of the Atlantic Highlands Board of Education, certify that this is a true copy of an excerpt from the minutes of the meeting of the Atlantic Highlands Board of Education held June 11, 2024.

Attest:   
Board Secretary/School Business Administrator  
Atlantic Highlands

Date: June 13, 2024



# HENRY HUDSON REGIONAL SCHOOL DISTRICT

SERVING THE BOROUGHES OF ATLANTIC HIGHLANDS AND HIGHLANDS

One Grand Tour · Highlands, New Jersey 07732-2039

Phone: 732-872-1517

Fax: 732-872-1315

Claire Kozic  
Board President

Dr. Tara Beams  
Superintendent

Janet Sherlock  
Business Administrator/Board Secretary

## CERTIFICATION OF BOARD ACTION HENRY HUDSON REGIONAL SCHOOL DISTRICT

The following is an excerpt from the minutes of the June 12, 2024 Henry Hudson Regional Board of Education meeting:

**On motion by: Mr. Doust**

**Seconded by: Ms. Bollinger**

### RESOLUTION TO APPROVE SETTLEMENT AGREEMENT

Resolved, that the Board hereby approves the revised Settlement Agreement received on June 10, 2024, from counsel on behalf of Oceanport and Shore Regional School Districts and authorizes the Board President to sign the Settlement Agreement on behalf of the Board, and further authorizes the Busch Law Group to take all action necessary to enter into a Stipulation of Dismissal of the matter, I/M/O the Verified Petition for the Proposed Creation of a PK-12 All-Purpose Regional School District by the Borough of Sea Bright, Borough of Highlands, Borough of Atlantic Highlands, Henry Hudson Regional School District, Atlantic Highlands School District, and Highlands Borough School District, Monmouth County, Docket No. A-0716-23T4, in accordance with the terms and conditions set forth in the Settlement Agreement, subject to ratification and full execution of the Settlement Agreement by the Oceanport and Shore Regional School District Boards of Education.

Be it further resolved, that a true copy of the Settlement Agreement shall be entered into the permanent minutes of tonight's meeting.

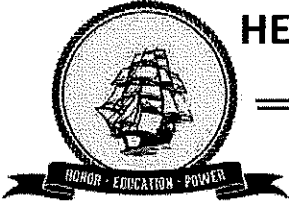
#### Roll Call:

**Aye: 8      Nay: 0      Abstain: 0      Absent: 1**

CERTIFICATION: I, Janet Sherlock, School Business Administrator/Board Secretary of the Henry Hudson Regional Board of Education, certify that this is a true copy of an excerpt from the minutes of the meeting of the Henry Hudson Regional Board of Education held June 12, 2024.

Attest: Janet Sherlock  
Board Secretary/School Business Administrator

Date: June 13, 2024



# HENRY HUDSON REGIONAL PK-12 BOARD OF EDUCATION

SERVING THE BOROUGHS OF ATLANTIC HIGHLANDS AND HIGHLANDS

One Grand Tour · Highlands, New Jersey 07732-2039

Phone: 732-872-1517

Fax: 732-872-1315

Cory Wingerter  
Board President

Dr. Tara Beams  
Superintendent

Janet Sherlock  
Business Administrator/Board Secretary

## CERTIFICATION OF BOARD ACTION HENRY HUDSON REGIONAL PK-12 BOARD OF EDUCATION

The following is an excerpt from the minutes of the June 12, 2024 Henry Hudson Regional PK-12 Board of Education meeting:

### RESOLUTION TO APPROVE SETTLEMENT AGREEMENT

**Resolved**, that the Board hereby approves the revised Settlement Agreement received on June 10, 2024, from counsel on behalf of Oceanport and Shore Regional School Districts and authorizes the Board President to sign the Settlement Agreement on behalf of the Board, and further authorizes the Busch Law Group to take all action necessary to enter into a Stipulation of Dismissal of the matter, *I/M/O the Verified Petition for the Proposed Creation of a PK-12 All-Purpose Regional School District by the Borough of Sea Bright, Borough of Highlands, Borough of Atlantic Highlands, Henry Hudson Regional School District, Atlantic Highlands School District, and Highlands Borough School District, Monmouth County, Docket No. A-0716-23T4*, in accordance with the terms and conditions set forth in the Settlement Agreement, subject to ratification and full execution of the Settlement Agreement by the Oceanport and Shore Regional School District Boards of Education.

**Be it further resolved**, that a true copy of the Settlement Agreement shall be entered into the permanent minutes of tonight's meeting.

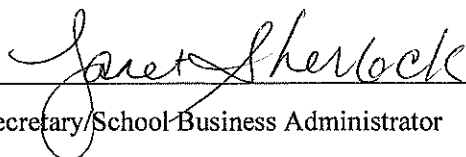
**On motion by: Ms. Jacobs**

**Seconded by: Ms. Campbell**

### Roll Call:

**Aye: 9      Nay: 0      Abstain: 0      Absent: 0**

CERTIFICATION: I, Janet Sherlock, School Business Administrator/Board Secretary of the Henry Hudson Regional PK-12 Board of Education, certify that this is a true copy of an excerpt from the minutes of the meeting of the Henry Hudson Regional PK-12 Board of Education held June 12, 2024.

Attest:   
Board Secretary/School Business Administrator

Date: June 13, 2024

HIGHLANDS BOARD OF EDUCATION  
HIGHLANDS ELEMENTARY SCHOOL  
360 NAVESINK AVENUE  
HIGHLANDS, NEW JERSEY  
07732-1323

Christopher J. Mullins  
School Business Administrator/  
Board Secretary

(732) 872-9228  
FAX (732) 872-0432

**CERTIFICATION OF BOARD ACTION  
HIGHLANDS BOARD OF EDUCATION**

The following is an excerpt from the minutes of the June 10, 2024 Highlands Board of Education meeting:

**XIX ADDITIONAL MOTIONS:**

**Motion Mrs. Campbell seconded by Mrs. Knox to approve the following resolution and carried by a roll call vote 7-0.**

Resolved, that the Board hereby approves the revised Settlement Agreement received on June 10, 2024 from counsel on behalf of Oceanport and Shore Regional School Districts and authorizes the Board President to sign the Settlement Agreement on behalf of the Board, and further authorizes the Busch Law Group to take all action necessary to enter into a Stipulation of Dismissal of the matter, I/M/O the Verified Petition for the Proposed Creation of a PK-12 All-Purpose Regional School District by the Borough of Sea Bright, Borough of Highlands, Borough of Atlantic Highlands, Henry Hudson Regional School District, Atlantic Highlands School District, and Highlands Borough School District, Monmouth County, Docket No. A-0716-23T4, in accordance with the terms and conditions set forth in the Settlement Agreement, subject to ratification and full execution of the Settlement Agreement by the Oceanport and Shore Regional School District Boards of Education.

Be it further resolved that a true copy of the Settlement Agreement shall be entered into the permanent minutes of tonight's meeting.

CERTIFICATION: I, Christopher J. Mullins, Board Secretary of the Highlands Board of Education, certify that this is a true copy of an excerpt from the minutes of the meeting of the Highlands Board of Education held June 10, 2024.

Attest: Christopher J. Mullins  
Board Secretary

Date: June 14, 2024

## EXHIBIT H

**THIS AGREEMENT** (the “Agreement”) is made by and among the Oceanport Board of Education (“Oceanport”) and Shore Regional High School District Board of Education (“Shore Regional”), and the Atlantic Highlands Board of Education, Highlands Board of Education, Henry Hudson Regional School District Board of Education, including the newly created Henry Hudson Regional School District, and the Henry Hudson Regional PK-12 Transitional Board of Education (collectively “Tri-Districts”).

**WHEREAS**, the parties have been, and are currently, engaged in litigation concerning the legality of the Borough of Sea Bright’s attempt to withdraw from Oceanport and Shore Regional pursuant to N.J.S.A. 18A:13-47.11, and regionalize with the Tri-Districts, which is pending in the Superior Court of New Jersey, Appellate Division, entitled *I/M/O the Verified Petition for the Proposed Creation of a PK-12 All-Purpose Regional School District by the Borough of Sea Bright, Borough of Highlands, Borough of Atlantic Highlands, Henry Hudson Regional School District, Atlantic Highlands School District, and Highlands Borough School District, Monmouth County*, Docket No. A-0716-23T4 (the “Litigation”); and

**WHEREAS**, the parties are desirous of resolving the dispute as to the Tri-Districts’ involvement in an amicable way, so as to avoid the time and expense associated with continued litigation;

**NOW THEREFORE**, in consideration of the mutual promises contained herein, the value of which is acknowledged by both parties, the parties hereto agree as follows:

1. The Tri-Districts agree that they shall neither (1) join or support the filing of any petition to the New Jersey Commissioner of Education to enlarge the newly created all-purpose Henry Hudson Regional School District for the purpose of including the Borough of Sea Bright, nor (2) submit a referendum question to their voters regarding enlarging the newly

HIGHLANDS BOARD OF EDUCATION  
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07732-1323

Christopher J. Mullins  
School Business Administrator/  
Board Secretary

(732) 872-9228  
FAX (732) 872-0432

**CERTIFICATION OF BOARD ACTION  
HIGHLANDS BOARD OF EDUCATION**

The following is an excerpt from the minutes of the June 10, 2024 Highlands Board of Education meeting:

**XIX ADDITIONAL MOTIONS:**

**Motion Mrs. Campbell seconded by Mrs. Knox to approve the following resolution and carried by a roll call vote 7-0.**

Resolved, that the Board hereby approves the revised Settlement Agreement received on June 10, 2024 from counsel on behalf of Oceanport and Shore Regional School Districts and authorizes the Board President to sign the Settlement Agreement on behalf of the Board, and further authorizes the Busch Law Group to take all action necessary to enter into a Stipulation of Dismissal of the matter, I/M/O the Verified Petition for the Proposed Creation of a PK-12 All-Purpose Regional School District by the Borough of Sea Bright, Borough of Highlands, Borough of Atlantic Highlands, Henry Hudson Regional School District, Atlantic Highlands School District, and Highlands Borough School District, Monmouth County, Docket No. A-0716-23T4, in accordance with the terms and conditions set forth in the Settlement Agreement, subject to ratification and full execution of the Settlement Agreement by the Oceanport and Shore Regional School District Boards of Education.

Be it further resolved that a true copy of the Settlement Agreement shall be entered into the permanent minutes of tonight's meeting.

CERTIFICATION: I, Christopher J. Mullins, Board Secretary of the Highlands Board of Education, certify that this is a true copy of an excerpt from the minutes of the meeting of the Highlands Board of Education held June 10, 2024.

Attest: Christopher J. Mullins  
Board Secretary

Date: June 14, 2024



created all-purpose Henry Hudson Regional School District for the purpose of including the Borough of Sea Bright, nor (3) participate or join the Borough of Sea Bright in any further regionalization feasibility study, unless and until:

- a. After the date of this Agreement, the Borough of Sea Bright has filed a formal Petition with the Commission of Education seeking its separation from both Oceanport and Shore Regional; and
  - b. The Borough of Sea Bright has received formal approval to separate from Oceanport by virtue of a Final Agency Decision of the Commissioner of Education granting such approval and outlining the terms and conditions of such separation; and
  - c. The Borough of Sea Bright has received formal approval to separate from Shore Regional by virtue of a Final Agency Decision of the Commissioner of Education granting such approval and outlining the terms and conditions of such separation.
2. The Tri-Districts take no position on the ability of the Borough of Sea Bright to withdraw from Oceanport and Shore Regional pursuant to N.J.S.A. 18A:13-47.11.
  3. Upon execution of this Agreement, Oceanport and Shore Regional shall file a Notice of Voluntary Dismissal of the Tri-Districts as parties to the Litigation, with prejudice, subject to paragraph 5.
  4. If a specific clause of the Agreement is determined to be illegal or in violation of any State and/or Federal law, the remainder of the Agreement shall not be affected by such a ruling and shall remain in full force and effect.
  5. If the Agreement is determined to be unenforceable or the Tri-Districts breach this agreement, it is expressly agreed and understood that dismissal of the Tri-Districts from

the Litigation was null and void, and that all parties revert and retain any and all rights that they had as of the date of this Agreement.

- 6. This Agreement may not be altered, amended, or modified except by writing, signed and duly authorized by all parties.
- 7. The parties acknowledge they have consulted with legal counsel throughout the negotiation of this Agreement, that they have reviewed this Agreement in detail, that they fully understand its requirements and limitations, and that they are entering into this Agreement freely and voluntarily.
- 8. This Agreement shall be governed by the laws of the State of New Jersey.

**IN WITNESS WHEREOF**, the parties have executed this Agreement on the dates set forth below:

\_\_\_\_\_  
 Oceanport Board of Education  
 By: Mark Patterson, President  
 Date: \_\_\_\_\_

\_\_\_\_\_  
 Shore Regional High School District Board of Education  
 By: Anthony Villane, President  
 Date: \_\_\_\_\_

*[Signature]*  
 Atlantic Highlands Board of Education  
 By: Karin Masina  
 Date: 6/11/2024

*[Signature]*  
 Highlands Board of Education  
 By: Rebecca Wells  
 Date: 6/10/2024

*[Signature]*  
 Henry Hudson Regional Board of Education  
 By: Claire Kocio  
 Date: 6/12/2024

*[Signature]*  
 Henry Hudson Regional PK-12 Transitional Board of Education  
 By: Cozy Winger  
 Date: 6/12/2024