

**PARSIPPANY-TROY HILLS TOWNSHIP SCHOOLS
SUPERINTENDENT’S BOARD OF EDUCATION BULLETIN**

Number 8 ADDENDUM

October 26, 2023

The following motions are non-controversial, a matter of routine business and will be voted on by one motion:

32. **RESOLUTION APPROVING SHARED SERVICES AGREEMENT – SCHOOL RESOURCE OFFICERS** **SHARED SVCS
SROs/CLASS IIIs** **E**

BE IT RESOLVED, that the Parsippany-Troy Hills Board of Education (hereinafter referred to as the “Board”) hereby approves the Shared Services Agreement for SRO/SLEO security services entered into between the Board and the Township of Parsippany-Troy Hills for the 2023-2024 school year; and

BE IT FURTHER RESOLVED, that the Board President and Board Secretary are authorized to execute the Agreement, a copy of which is on file in the Office of the Board’s Interim Business Administrator, on behalf of the Board.

33. **Appointment – Volunteer Extra-Curricular/Athletic Aide – 2023-2024** **APPOINT
VOL-EXTRA**

BE IT RESOLVED that the Board approve the appointment of the following individual as a volunteer extra-curricular athletic aide in the area indicated:

Brooklawn Middle School
Mikela Janal- Ski Club

34. **Out-of-District Tuition Costs 2023-2024** **OOD 23-24**

BE IT RESOLVED that the Board approve the tuition costs for the students with disabilities who will require an out-of-district placement for the 2023-2024 school year. This student has been classified by the Child Study Team in accordance with Title 18A:46:

School	Student No.	Tuition Costs
Chapel Hill	49456	\$91,434.00
PG Chambers	50309	\$70,120.89

35. **SEPAC Meeting Support Specialist** **SEPAC
SUPPORT SPECIALIST**

BE IT RESOLVED that the Board approve Andrea Kornberg to prepare for and present at the SEPAC Meeting to be held on 2/12/24, to be paid for through IDEA grant funds, at a rate of \$41 per hour (not to exceed 5 hours).

36. District Training

DISTRICT TRAINING

BE IT RESOLVED that the Board approve Ms. Astha Shukla to perform Classical Hindustani music and present to our Music and ESL teachers about the cultural and philosophical traditions, as well as the fusion and cross-cultural collaborations between Western music and Hindustani music for the November 7, 2023 Professional Development Day, at a total cost of \$200.00; paid for through In-house PD Funds.

BE IT RESOLVED that the Board approve the Digital Education Staff from Digital Education Project Company to present “Thinking Like a Historian” lessons and “Beyond the Bubble” assessments to our Social Studies teachers on the November 7, 2023 Professional Development Day, plus two additional PD days in the 2023-2024 school year at a total cost of \$9,500.00 to be paid for through In-house PD Funds.

BE IT RESOLVED that the Board approve Zuri Gill from the College of Health Professions and Human Services at Kean University to virtually present Cultural Humility and Intersectionality at no cost on the November 7, 2023 Professional Development Day.

37. Professional Development Facilitators

PD FACILITATORS

BE IT RESOLVED that the Board approve the following payments in the amount indicated based on \$41/per hour to the individuals named below who have completed teaching and preparation work for their sessions during the October 19, 2023 Parent Math Academy:

Presenter	Session	Hours/Pay	Total
Tara Snellings	Parent Math Academy	1.5 hrs. X \$41/hr.	\$61.50
Susan Scholz	Parent Math Academy	1.5 hrs. X \$41/hr.	\$61.50

BE IT RESOLVED that the Board approve the following payments in the amount indicated based on \$41/per hour to the individuals named below who have completed teaching and preparation work for their sessions during the October 23, 2023 Professional Development Day:

Presenter	Session	Hours/Pay	Total
Kathleen Muka	“Sing, Play Read, Write, Move, Create: Scaffolding in the Elementary Music Classroom”	1.125 hrs. X \$41/hr.	\$46.13
Kerri Iappica	“Sing, Play Read, Write, Move, Create: Scaffolding in the Elementary Music Classroom”	1.125 hrs. X \$41/hr.	\$46.13

38. **HOME INSTRUCTION**

**HOME
INSTRUCTION**

BE IT RESOLVED that the Board approve the following students who have been placed on home instruction:

Student No.	School	Grade	Reason	Anticipated End Date
53480	Knollwood	K	Medical	1/31/24
49865	Lake Hiawatha	3	Medical	12/22/23
42870	PHHS	10	Administrative	11/17/23
52848	PHHS	10	Medical	1/31/24
53548	BMS	8	Administrative	1/31/24

39. **Employment – Equipment Operator**

**EQUIP
OPERATOR**

BE IT RESOLVED that the Board approve the following individual as an equipment operator at \$14.13/per hour for school events and for outside organizations for the 2023-2024 school year

Parsippany Hills High School

Sydney Beehler

40. **Retirement - PTHEA**

**RETIRE
PTHEA**

BE IT RESOLVED that the Board approve the resignation, for the purpose of retirement, of Jacquelyn Greenberg, School Counselor at Littleton Elementary School, effective February 1, 2024.

41. **Resignation - PTHESA**

**RESIGN
PTHESA**

BE IT RESOLVED that the Board approve the resignation of Gina Fania, Paraprofessional at Brooklawn Middle School, effective October 26, 2023.

BE IT RESOLVED that the Board approve the resignation of Michael Kempton, Paraprofessional at Lake Hiawatha Elementary School, effective November 3, 2023.

42. **Resignations - Noontime Aides**

**RESIGN
NOONTIME**

BE IT RESOLVED that the Board approve the following resignations as indicated:

Effective October 27, 2023:

Divya Gupta	Northvail Elementary School
Melek Guragac	Mt. Tabor Elementary School

43. **Employment – PTHESA**

**EMPLOY
PTHESA**

BE IT RESOLVED that the Board approve the individuals named below in the areas indicated effective October 30, 2023:

Lake Hiawatha Elementary School

Vivian Girgis Paraprofessional \$25,655.00 (prorated)

Littleton Elementary School

Divya Gupta Paraprofessional \$25,655.00 (prorated)

Rockaway Meadow Elementary School

Melek Guragac Paraprofessional \$25,655.00 (prorated)

44. **Waivers of Teaching Load**

WAIVERS

BE IT RESOLVED that the Board approve the waivers of teaching load for the following individuals who will provide class coverage as indicated below during the 2023-2024 school year:

Name	Location	Subject	Amount	Effect. Date	Class Load	Formula	Reason
Kelly Hemenway	CMS	Special Education	\$8,031.43	11/6/23 - 4/15/24	1 class everyday	1/7	LOA
Carolyn Pettinelli	CMS	Special Education	\$7,359.88	11/6/23 - 4/15/24	1 class everyday	1/7	LOA
Stacey Hilgendorff	CMS	Special Education	\$7,973.66	11/6/23 - 4/15/24	1 class everyday	1/7	LOA
Paul Koeck	CMS	Special Education	\$8,031.43	11/6/23 - 4/15/24	1 class everyday	1/7	LOA
Laura DeSantis	CMS	Special Education	\$6,496.77	11/6/23 - 4/15/24	1 class everyday	1/7	LOA

45. **Leaves of Absence**

**LEAVES OF
ABSENCE**

BE IT RESOLVED that the Board approve a medical leave of absence for employee #111035, Bookkeeper, effective November 6, 2023 through November 22, 2023 utilizing accumulated sick days.

BE IT RESOLVED that the Board approve a medical leave of absence for employee #150073, Paraprofessional, effective December 11, 2023 through January 4, 2024 utilizing accumulated sick and personal days, and an unpaid medical leave of absence effective January 5, 2024 through March 8, 2024.

46. **Corrections**

CORRECTIONS

BE IT RESOLVED that the Board approve the following corrections:

Leave of Absence

Employee #130661

From: a leave of absence effective September 8, 2023 through November 8, 2023 utilizing accumulated sick days pursuant to the Family and Medical Leave Act (FMLA).

To: a leave of absence effective September 8, 2023 through October 20, 2023 utilizing accumulated sick days pursuant to the Family and Medical Leave Act (FMLA).

Employee #130510

From: a medical leave of absence effective August 31, 2023 through October 20, 2023 utilizing accumulated sick days pursuant to the Family and Medical Leave Act (FMLA).

To: a medical leave of absence effective August 31, 2023 through October 31, 2023 utilizing accumulated sick days pursuant to the Family and Medical Leave Act (FMLA).

Employee #149868

From: an unpaid childcare leave of absence from August 31, 2023 through November 22, 2023 pursuant to the Family and Medical Leave Act (FMLA) and inclusive of New Jersey Family Leave Act (NJFLA).

To: an unpaid childcare leave of absence from August 31, 2023 through November 22, 2023 pursuant to the Family and Medical Leave Act (FMLA) and inclusive of New Jersey Family Leave Act (NJFLA), and pursuant to the PTHEA Agreement an unpaid leave of absence from November 27, 2023 through June 21, 2024.

Stipends – ABA Trained Professional Stipends – Change

From: BE IT RESOLVED that the Board approve (retroactively) Stephen Hill, paraprofessional, to receive a stipend of \$1,800 (prorated for the following period of time 9/5/23 – 9/30/23).

To: BE IT RESOLVED that the Board approve Stephen Hill, Paraprofessional for a stipend of \$1,800 for the 2023-2024 school year effective September 5, 2023.

Maternity Leave of Absence

Employee #140900

From: a maternity leave of absence on or about August 31, 2023 through September 12, 2023 utilizing accumulated sick leave. Pursuant to the Family and Medical Leave Act (FMLA) and inclusive of New Jersey Family Leave Act (NJFLA), she is also requesting an unpaid childcare leave of absence from September 13, 2023 through December 5, 2023.

To: a maternity leave of absence on or about August 31, 2023 through September 12, 2023 utilizing accumulated sick leave. Pursuant to the Family and Medical Leave Act (FMLA) and inclusive of New Jersey Family Leave Act (NJFLA), she is also requesting an unpaid childcare leave of absence from September 13, 2023 through December 5, 2023, and pursuant to the PTHEA Agreement an unpaid leave of absence from December 6, 2023 through June 21, 2024.

Employee #131057

From: a medical leave of absence effective August 31, 2023 through October 11, 2023 utilizing accumulated sick days, and an unpaid medical leave of absence effective October 12, 2023 through November 22, 2023, pursuant to the Family and Medical Leave Act (FMLA).

To: a medical leave of absence effective August 31, 2023 through October 11, 2023 utilizing accumulated sick days, and an unpaid medical leave of absence effective October 12, 2023 through November 22, 2023, pursuant to the Family and Medical Leave Act (FMLA). She is also requesting an unpaid medical leave of absence (post-FMLA) effective November 27, 2023 through December 22, 2023.

47. **Specialized Testing and Inspection Services**

**TESTING/INSPEC
SERVICES**

BE IT RESOLVED that the Parsippany-Troy Hills Township Board of Education approve an agreement with ANS Consultants, Inc. of South Plainfield, NJ, to provide specialized testing and inspection services for the new Pre-K Classroom Addition at Littleton Elementary School during the construction of the project.

48. **Partial Roof Replacement at Calabria Education Center**

**PARTIAL ROOF
CEC**

WHEREAS, on October 6, 2023 the Parsippany-Troy Hills Township Board of Education advertised for bids for a Partial Roof Replacement at the Calabria Education Center (CEC) and;

WHEREAS, bids were received from six (6) vendors and publicly opened on October 24, 2023 with the results from the following:

Partial Roof Replacement at Calabria Education Center Project Number: 9767 Bid Opening: Tuesday, October 24, 2023 @ 1:00 p.m.	
Bidder	Base Bid
Pravco Incorporated Rahway, NJ	\$449,200
Billy Contracting & Restoration, Inc. Paterson, NJ	\$474,000
Frank Cyrwus, Inc. Pompton Lakes, NJ	\$485,711
USA General Contractors Corp. Manalapan, NJ	\$487,000
Mike's Roofing, Inc. dba VMG Group Roselle, NJ	\$549,000
Northeast Roof Maintenance, Inc. Perth Amboy, NJ	\$579,000

NOW, THEREFORE, BE IT RESOLVED, that the Board approve the award of the bid for the Partial Roof Replacement at Calabria Education Center to Pravco, Inc. of Rahway, NJ, as the lowest responsive and responsible bid in the amount of \$449,200.00 as listed above.

SHARED SERVICES AGREEMENT

This Shared Services Agreement (this "Agreement") is entered into as of the 1st day of September, 2023, by and between the **TOWNSHIP OF PARSIPPANY-TROY HILLS**, a public body corporate, with offices located at 1001 ParsIPPany Boulevard, ParsIPPany, New Jersey 07054 (the "Township") and the **PARSIPPANY-TROY HILLS TOWNSHIP BOARD OF EDUCATION**, a public body corporate, 292 ParsIPPany Road, ParsIPPany, New Jersey 07054 (the "Board" or the "District" and, together with the Township, the "parties").

RECITALS

WHEREAS, the Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-1, *et seq.*, permits, authorizes and encourages public bodies such as municipalities and boards of education to enter into agreements with each other to contract for the provision of any service which the parties to such agreement are empowered to render or receive under and within its own jurisdiction, whether administrative or otherwise; and

WHEREAS, the Board has requested that in order to maintain the health, safety and welfare of the students and staff of the District, that the Township assign to the District the services of dedicated School Resource Officers ("SROs") dedicated Class III Special Law Enforcement Officers ("SLEOs"); and

WHEREAS, the Township has determined that it can provide two (2) SROs and six (6) SLEOs in order to provide the students and staff of the District with safety and security services commensurate with the necessary level of training and expertise in school policing; and

WHEREAS, pursuant to the Shared Services Regulations promulgated under N.J.S.A. 40A:65-4, *et seq.*, the Township and the Board have agreed that the residents of the Township can be better served by two (2) SROs and six (6) SLEOs; and

WHEREAS, the Parties wish to memorialize their arrangement by way of this Agreement for the purpose of effectuating cost savings measures and to improve the efficient and effective provision of SRO and SLEO services to the Board; and

WHEREAS, the Parties have the necessary funds available to utilize in the planning, development, staffing and supplying of SRO and SLEO services to the Board for the betterment of the citizens of the Township; and

WHEREAS, the Parties contemplate that no services shall be otherwise provided pursuant to this Agreement, except in accordance with applicable federal, state, and local laws and regulations governing the provision of police services.

NOW THEREFORE, in consideration of the foregoing recitals, the mutual promises and obligations set forth herein, and for other good and valuable consideration, the receipt and sufficiency of

which is hereby acknowledged, and intending to be legally bound, the parties agree as follows:

1. DURATION, CANCELLATION, AND DEFINITIONS

1.1. Duration of Agreement and Right of Cancellation. The term for this Agreement shall be for two (2) school years, commencing on September 1, 2023 and ending on June 30, 2025, or the last scheduled day of the 2024-2025 school year, whichever is earlier. The parties agree to meet no later than April 30, 2025 to discuss any extension to this Agreement for a subsequent year.

1.2. Definitions. As used in this Agreement, unless the context indicates otherwise, the following terms shall have the following meanings and are to be interpreted consistent with the context of this Agreement in which each term is used:

1.2.1. “Agreement” shall refer to the within Shared Services Agreement executed by the Township and the Board.

1.2.2. “Township” shall refer to the Township of Parsippany-Troy Hills, County of Morris and State of New Jersey.

1.2.3. “Board” shall refer to the Parsippany-Troy Hills Township Board of Education, Morris County and State of New Jersey.

1.2.4. “District” shall mean the Parsippany-Troy Hills Public School District, Morris County and State of New Jersey.

1.2.5. “Police Department” shall mean the Parsippany-Troy Hills Township Police Department.

1.2.6. “Chief of Police” shall mean the Chief of Police of the Parsippany-Troy Hills Township Police Department, who is vested with all of the powers and duties set forth in N.J.S.A. 40A:14-118, et seq. and Township Code § 4-25, et seq.

1.2.7. “SLEO” shall mean Class III Special Law Enforcement Officer.

1.2.8. “SRO” shall mean School Resource Officer.

1.2.9. “SRO Services” means the duties and services to be provided by the SROs and SLEOs in accordance with the job responsibilities set forth in Section 2 of this Agreement.

1.2.10. “School” or “Schools” shall refer to any of the schools within the District to which an SRO or SLEO is assigned.

2. SRO SERVICES AND OBLIGATIONS

2.1. Terms and Conditions. The services of SROs and SLEOs shall be provided according to the following terms and conditions:

2.1.1. For the Term of this Agreement, the Police Chief shall assign two (2) SROs and six (6) SLEOs to the Board to provide SRO Services for the District. The Police Chief shall assure compliance with all aspects and requirements of the Agreement between the Township and the Board. The Board shall have the right to request a different Police Officer be assigned as SRO or SLEO in the event that it or the Superintendent deems it in the best interests of the District to do so. Such requests shall be made in writing to the Police Chief with a copy sent to the Mayor, which request shall not be arbitrarily made or unreasonably denied.

2.1.2. One (1) SRO will be regularly assigned to work at Parsippany Hills High School; one (1) SRO will be regularly assigned to work at Parsippany High School; one (1) SLEO will be regularly assigned to work at Brooklawn Middle School; one (1) SLEO will be regularly assigned to work at Central Middle School. It is the intention of the parties that the individuals assigned to these positions shall remain constant throughout the Term of this Agreement to the extent practicable in order that these individuals develop appropriate, relationships between the students of the District and law enforcement in order to serve the purposes of the SRO programs.

2.1.2.1. The four (4) remaining SLEOs will be assigned by the Chief of Police, in consultation with the Superintendent and the School Principals, to the ten (10) elementary schools within the District for and at those days and times as is determined by the Superintendent in consultation with the Police Chief. In the event that these SLEOs are not assigned to a specific elementary school for a particular day, it is the intention of the parties that these individual officers shall patrol between and among the elementary schools within their assigned geographic sector.

2.1.3. The SROs and SLEOs assigned to the District shall not leave their post except when requested by appropriate police superior officers in cases where an immediate loss of property or injury of persons is imminent, and/or when an officer is requesting assistance and no other officer is reasonably available or in close geographic proximity. The assigned SROs and SLEOs are not to be removed from their assignments for any routine police functions.

2.1.4. The Police Chief shall assign a Police Officer to temporarily perform the duties of the SRO or SLEO if an SRO or SLEO is unavailable for any day when school is in session. The Board shall have the right to request that a different temporary SRO or SLEO be assigned in the event that it or the Superintendent deems it in the best interests of the District to do so in the event a substitute SRO or SLEO must be provided pursuant to this Section. Such requests shall be made in writing to the Police Chief with a copy sent to the Mayor and shall not be arbitrarily made or unreasonably denied.

2.1.5. The duties and responsibilities and operational requirements of the SRO and SLEO shall be as follows:

2.1.5.1. The SROs and SLEOs shall be assigned to work one hundred and eighty days (180) in the District in accordance with the Student Calendar in effect for the Term of the Agreement, exclusive of all school-holidays and as the Calendar may be amended throughout the year by the Superintendent to account for snow or other emergency days.

- 2.1.5.2.** SRO and SLEO assignments shall be determined by mutual agreement of the Police Chief and Superintendent.
- 2.1.5.3.** The SROs and SLEOs will typically work an eight (8) hour work day Specific SRO and SLEO duty hours at a particular school shall be set by mutual agreement between the Police Chief and Superintendent, at the recommendation of the principal of the school to which the SRO is assigned, and the Chief of Police and are expected to range between 7 a.m. between 4:00 p.m..
- 2.1.5.4.** One marked police car shall be made available for each school premises at which a SRO or SLEO is stationed and should remain parked on school premises while the SRO or SLEO is on duty.
- 2.1.5.5.** Each SRO and SLEO shall conduct regular patrols of the School buildings and grounds and monitor the hallways, with emphasis on entrance and dismissal time, change of class period, lunch periods and gym periods.
- 2.1.5.6.** Each SRO and SLEO shall take necessary actions as to trespassers, suspicious persons and conditions and report significant acts, occurrences and conditions to the school principal or their designee.
- 2.1.5.7.** Each SRO and SLEO shall meet regularly with School Administration, SACs, School Disciplinarian(s), School Nurse, Security Personnel and other District personnel.
- 2.1.5.8.** Each SRO and SLEO shall participate in and help coordinate all safety drills in coordination with the school principal.
- 2.1.5.9.** Each SRO and SLEO shall develop proactive programs and make recommendations to protect school and personal property from damage and theft.
- 2.1.5.10.** Each SRO and SLEO shall interface with students, especially those requiring special attention, mediation or intervention services.
- 2.1.5.11.** Each SRO and SLEO shall assist in “HIB” prevention and intervention.
- 2.1.5.12.** Each SRO and SLEO shall provide security and surveillance at their assigned school, note and report irregularities, dangerous practices and conditions, accidents, fires and other acts or circumstances requiring police or other action, which affect the health and welfare of the students and school personnel.
- 2.1.5.13.** Each SRO and SLEO shall protect life and property.
- 2.1.5.14.** Each SRO and SLEO shall suppress criminal activity.

- 2.1.5.15. Each SRO, assisted by SLEOs as required, shall conduct investigations of criminal or delinquent activity according to established Police Department policies and procedures, and shall coordinate the sharing of delinquency information between the schools and Police Department pursuant to N.J.S.A. 2A:4A-60(e) and the Uniform Agreement between Education and Law Enforcement Officials, as revised from time to time.
- 2.1.5.16. Each SRO and SLEO shall apprehend and prosecute criminal offenders, warn, detain, cite and/or take into custody, violators of the law when necessary.
- 2.1.5.17. Each SRO, assisted by SLEOs as required, shall assist in truancy investigations.
- 2.1.5.18. Each SRO and SLEO shall apprise the School Principal on matters dealing with enforcement of custody orders or domestic violence restraining orders.
- 2.1.5.19. Each SRO, assisted by SLEOs as required, shall provide instruction for specialized, short-term programs involving a range of subjects such as security, crime prevention, drug and alcohol education, the criminal justice system and related topics.
- 2.1.5.20. Each SRO, assisted by SLEOs as required, with the knowledge of the School Principal and upon assignment by his/her immediate supervisor, shall investigate offenses occurring off school property, provided such investigations relate to students attend the school to which the SRO is assigned.
- 2.1.5.21. Upon request, each SRO and SLEO shall attend conferences between school personnel and parents regarding either individual students or general security concerns.
- 2.1.5.22. Each SRO and SLEO shall serve as a role model to students by demonstrating appropriate attitudes, behavior and respect.
- 2.1.5.23. Each SRO and SLEO shall enforce traffic and parking laws and regulations on school property.
- 2.1.5.24. Each SRO and SLEO shall advise appropriate school personnel on noncriminal conduct.

2.2. Board Actions. The Board shall take the following actions:

- 2.2.1. The Administration of each School shall meet with the School's assigned SROs and SLEOs as needed, but not less than once a month to discuss any student, safety and/or security issues impacting the School.
- 2.2.2. The School shall be responsible for informing students and parents of safety and/or security issues in a timely manner and as necessary.

2.2.3. Each School shall provide and maintain adequate facilities on School premises to be used by the SROs and SLEOs as office space. Any equipment and/or furnishings located in this office space will remain the property of the Board and shall not be removed from the office.

3. COMPENSATION AND PAYMENT.

3.1. Compensation. In exchange for the Township providing the services of two (2) SROs and six (6) SLEOs, as required under this Agreement, the Board shall pay to the Township an annual sum equal to Three Hundred Seventy-Four Thousand and 00/100 Dollars (US\$374,000.00) which shall be deemed to be allocated as Twenty-Five Thousand and 00/100 Dollars (\$25,000.00) for each of the SROs and Fifty-Four Thousand and 00/100 Dollars (\$54,000.00) for each of the SLEOs.

3.2. Manner and Frequency of Payment. All compensation specified herein shall be payable in four (4) equal quarterly installments, upon receipt of an invoice by the Township, for services rendered up through the date of the invoice. It is anticipated that the first payment shall be invoiced prior to November 1, 2023 and for payment to be made on or before November 15, 2023, with subsequent invoices and payments to be made on or before February 15, 2024; May 15, 2024; and July 15, 2024 . Nothing contained herein shall be construed as extending the Term of this Agreement past the terminal date set forth in Section 1.1. The parties agree that all payments to be made hereunder and in conjunction herewith be made not less frequently than on a quarterly basis, with all payments being made through the issuance and delivery of a check drawn upon the Board's account pursuant to State law and regulation and the regulations and policies of the Board, provided that the SRO services have actually been provided and the Township has issued an appropriate invoice.

4. SRO EMPLOYER, EQUIPMENT, INDEMNIFICATION, AND INSURANCE.

4.1. SROs are Township Employees. It is understood between the Township and the Board, and any successors or assigns, that the SROs and SLEOs are employees of the Township and shall in no way be construed as employees of the Board for any purpose, including, but not limited to, workers compensation, health or other insurance benefits, taxes, pensions, taxes, liability, and/or any wage and hour laws. The Police Chief shall be responsible for ensuring that all officers regularly assigned as SROs and SLEOs pursuant to this Agreement shall have undergone the requisite and current SRO or SLEO training program, as applicable, and such additional training as is required by the Police Department and recommended by the Police Training Commission in the Division of Criminal Justice in the Department of Law and Public Safety, or any successor division or department. Such training shall be completed outside of the time of the individual's assigned duties to the District and any costs associated with the training program(s) or any required criminal background checks shall be borne by the Township.

4.2. Exclusive Control and Supervision. SROs and SLEOs supplied by the Township are subject to the sole and exclusive control, supervision of the Township through its Police Department and Police Chief. All issues or requests involving SROs or SLEOs shall be addressed by the Superintendent and/or School Principal directly to the Police Chief or his designee.

4.3. Equipment. All property, equipment, supplies, materials and vehicles furnished by the Township or used by the SROs and SLEOs in performing their duties under this Agreement shall remain the property of the Township.

4.4. Indemnification. The Township shall be responsible for all claims and suits resulting from or arising out of the negligence or intentional misconduct of its SROs and SLEOs, and the Township agrees to fully indemnify and hold harmless the Board, its' officials, officers, directors, employees, agents and representatives, from any such claims or suits including, but not limited to, any reasonable attorney's fees and costs of suit incurred by the Board as a result thereof. The Board shall indemnify and hold harmless the Township, its officials, officers, directors, employees, agents and representatives, for any such claims or suits including, but not limited to, any reasonable attorney's fees and costs of suit incurred by the Township as a result of any claims or suits brought by third parties for any negligence or intentional misconduct by any employees of the Board.

4.5. Insurance. Throughout the term of this Agreement, the Township shall provide evidence of insurance coverage to the Board as set forth immediately herein below. The Township shall furnish to the Board, a Certificate of such insurance coverage containing a thirty (30) day advance cancellation clause and which said coverage shall name the Board as an additional insured under the Township's insurance policy.

4.5.1.All SROs and SLEOs shall be fully and properly insured for Worker's Compensation coverage by the Township as required by the laws of the State of New Jersey.

4.5.2.Comprehensive General Liability Insurance coverage in the amount of \$2,000,000.00 aggregate combined single limit bodily injury and property damage, including personal liability covering the risk of false arrest, false imprisonment, and malicious prosecution, defamation of character, libel and slander.

4.5.3.Automobile Liability insurance with coverage limits of \$1,000,000.00 combined single limit for losses resulting from operation of vehicle of owned or leased by the Township and used in providing SRO Services to be rendered under this Agreement.

4.5.4 Employment Practices Liability Insurance with coverage limits of \$500,000.00 for the defense of, and losses resulting from, claims asserted by individuals assigned by the Township under this Agreement. Said policy may be included in the Township's overall Liabilities polices, Directors and Officers coverage or other liability insurance.

5. DEFAULT, CURE AND TERMINATION.

5.1. Event of Default. The following events shall constitute default of this Agreement:

5.1.1.Failure of the Board to pay the Township any undisputed amount that becomes due under this Agreement, for a period of sixty (60) days after the amount becomes due.

5.1.2.The assessment by the Board that the Services provided hereunder have not been performed in an adequate or satisfactory manner.

Hackettstown, New Jersey 07840

and

Justin A. Marchetta, Esq.
Inglesino Taylor
600 Parsippany Road, Suite 204
Parsippany, New Jersey 07054

The Board: Parsippany-Troy Hills Township
Board of Education
292 Parsippany Road
Parsippany, New Jersey 07054
Attn.: Business Administrator

7. GENERAL PROVISIONS.

7.1. Mutual Cooperation. The Parties agree to undertake all commercially reasonable efforts to effectuate the terms of this Agreement and agree to cooperate with each other in the timely effectuation of the same.

7.2. Amendments. This Agreement shall not be amended except by mutual consent of all Parties hereto in a signed writing transmitted to all Parties pursuant to the notice provisions set forth herein.

7.3. Counterparts/Facsimile Signature. This Agreement may be executed in separate counterparts, each of which shall be an original and all of which taken together shall constitute one and the same instrument, and such execution may be evidenced by signatures delivered by facsimile transmission. Delivery of an executed copy of this Agreement by facsimile shall be equally as effective as delivery of a manually-executed copy of this Agreement and delivered, shall constitute an original, fully enforceable counterpart for all purposes. Facsimile counterparts shall be accepted and enforceable. Immediately following the delivery of a facsimile counterpart, the sending Party shall deliver a counterpart with the original execution page.

7.4. Terms Deemed Invalid. In the event that any provision of this Agreement shall be determined to be invalid, unlawful or ineffective, the remaining provisions of this Agreement shall not be affected thereby and shall remain in full force and effect and the Parties shall act in good faith to amend this Agreement to conform to any such finding of invalidity, illegality or ineffectiveness.

7.5. Governing Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey, without reference to choice of law rules, and the Parties hereby further agree to submit to jurisdiction of the Superior Court of New Jersey, Morris County Vicinage. Service of any complaint may be effectuated consistent with the terms hereof for the delivery of notices. The Parties hereby waive formal service of process. The Parties expressly waive trial by jury in any such litigation.

7.6. Acknowledgement of Parties. Each of the Parties has carefully read and understands the terms and conditions of this Agreement, and each party has been advised by counsel as to the meaning and legal implications of this Agreement, and executes this document as its own free act. This Agreement has been prepared with the joint input of counsel for both Parties, and therefore, this Agreement shall be construed on with parity between the Parties, and any presumption for resolving ambiguities against the drafter or any Party shall not apply.

7.7. Waiver of Breach. The waiver by either Party of a breach of any provision of this Agreement shall not operate nor be construed as a waiver of any subsequent breach, nor shall any waiver of any provision of this Agreement in any instance be deemed to be a waiver of any other provision in any other instance.

7.8. Authority to Bind. The Township and the Board each represent that it is duly authorized to execute this Agreement, and to enter into the agreement described herein, and that the person signing this Agreement has the authority to bind the party for whom he is signing this Agreement. No undertaking or obligation contained herein conflicts with any contracts or obligations to which any of the Parties to this Agreement is a party.

7.9. Binding Agreement. This Agreement shall be binding upon, enforceable against, and inure to the benefit of all of the Parties and their respective successors, assigns, employees, partners, affiliates, associates, agents, representatives, directors, officers, members, subsidiaries, related corporations, parent companies, shareholders, principals, and underwriters. Any reference to a Party shall be deemed to include reference to all of the foregoing.

7.10. Entire Agreement. This Agreement, including all of the prefatory/introductory statements and recitals and all of the exhibits attached hereto, are incorporated herein and made a part hereof, and collectively constitute the entire understanding between the Parties hereto, represents the final written expression of the Parties with respect to the subject matter hereof, and may not be amended, altered or modified except by a writing signed by each of the Parties.

7.11. Captions. Captions and titles to this Agreement are inserted for the purpose of convenience of reference only and are not to be construed as limiting or modifying the scope and intent of the various provisions of this Agreement.

7.12. Notice of Actions. The Parties and their respective counsel agree immediately to provide each other with notice of any lawsuits, administrative actions or governmental declarations threatened or pending of which they are actually aware which may affect this Agreement or any specific provisions thereof.

7.13. Time for Performance. Should any date on or before which the performance of any act is required under the terms of the Agreement fall on a Saturday, Sunday, legal holiday and/or generally recognized religious holiday in the State of New Jersey (such as Christmas, Good Friday, etc.), the date for performance shall be extended to and shall occur on the next succeeding business day. All references to “days” shall be deemed to refer to calendar days unless the context clearly and unequivocally requires otherwise. Except as otherwise set forth herein, any act to be performed on or before a certain day shall

