

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

**Number 7 ADDENDUM**

**November 28, 2017**

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

**ITEMS FOR DISCUSSION**

**27. Parsippany Education Foundation Grants**

**PEF, INC  
GRANTS**

BE IT RESOLVED that the Board accept the grant awards totaling \$24,844.47 to the schools named below from the Parsippany Education Foundation, Inc.:

Continuing to Enhance Social Skills through Community Exploration	CMS, BMS, PHS	\$1,892.30
Empowering Adolescent Females Through the Use of Supportive Activities	Central Middle School	\$291.92
Tom Paster and the National Champion A Capella Highland Voices Mini Residency	CMS, BMS, PHS, PHHS	\$4,000.00
The Power of Real	Littleton and Knollwood	\$4,000.00
Bringing Music to Life for Elementary Students: A Live performance by the NJ Symphony Orchestra REACH	Intervale and Northvail	\$4,000.00
STEM Squad Club	Troy Hills School	\$1,000.00
STEAM Literacy Take Home Boxes	Rockaway Meadow School	\$ 641.61
Central's Curiosity for Science	Central Middle School	\$725.00
Students Give Students Math Knowledge!	Central Middle School	\$216.00
The Man in the Red Bandana	Brooklawn Middle School	\$2,670.00
Poetry in the ESL Classroom: A Magic Castle of Words	Parsippany High School	\$472.64
Applications for iPads	Lake Hiawatha School	\$400.00
National History Day Funding	Central Middle School	\$435.00
Rock Out Loud	Rockaway Meadow School	\$1,800.00
Magic and Mirth in A Midsummer Night's Dream	Central Middle School	\$2,300.00

28. **Memorandum of Agreement**

**MEMORANDUM  
OF AGREE**

BE IT RESOLVED that the Board approve upon the recommendation of the Superintendent the Uniform State Memorandum of Agreement between Parsippany-Troy Hills Township School District and Parsippany-Troy Hills Law Enforcement Officials, signed by the Chief School Administrator and law enforcement official for the 2017-2018 school year.

29. **Employment – Local 32**

**EMPLOY  
LOCAL 32**

BE IT RESOLVED that the Board approve the employment of the following individual as a part-time (5-hour) custodian on a 150-day probationary period for the 2017-2018 school year, effective November 29, 2017:

<b>Name</b>	<b>Location</b>	<b>Rate</b>
Pierre Laurent	Rockaway Meadow	\$14.38/hour

30. **Maternity Leave of Absence**

**MATERNITY  
LEAVE**

BE IT RESOLVED that the Board approve the maternity leave of absence as indicated below:

**Employee #43664**, Occupational Therapist, has requested a maternity leave of absence on or about February 20, 2018 through April 12, 2018 utilizing her accumulated sick leave. Pursuant to the Family Leave Act, she is also requesting an unpaid childcare leave of absence from April 13, 2018 through June 21, 2018.

31. **Transfer of Assignment**

**TRANSFER  
ASSIGNMENT**

BE IT RESOLVED that the Board approve the following reassignment requiring a change in salary as indicated, effective November 29, 2017:

Michael DiBernard	
From: Teacher -PHS	\$70,303.00
To: Assistant Principal - PHS	\$99,000.00

32. **RESOLUTION APPROVING RIDER TO THE SHARED SERVICES AGREEMENT BETWEEN THE PARSIPPANY-TROY HILLS BOARD OF EDUCATION AND THE PARSIPPANY-TROY HILLS TOWNSHIP FOR THE PROVISION OF SECURITY OFFICERS AND DIRECTOR OF SECURITY** RESO SRO AGREE E

**WHEREAS**, the Board and the Parsippany-Troy Hills Township (“Township”) are parties to an agreement (the “Agreement”) for the provision of Security Resource Officers (“SROs”) wherein the Township charged the Board the amount of Fifty-Thousand Dollars (\$50,000) for each SRO’s services for the 2015/2016 school year; and

**WHEREAS**, the Board and the Township thereafter amended the Agreement to extend the Term of the Agreement for the 2016/2017 school to provide for two additional SROs at the same rate and under the same conditions as set forth in the Agreement as well as a Lieutenant, or police officer of higher rank at the rate of Sixty-Thousand Dollars (\$60,000) to act as the District’s Director of Security; and

**WHEREAS**, due to the continued need for such services, the parties wish to continue and extend their Agreement for the 2017/2018 school year as permitted under *N.J.S.A. 18A:18A-42*, thereby allowing for the continued provision of the services for the July 1, 2017 through June 30, 2018 period; and

**WHEREAS**, the Board finds, pursuant to *N.J.S.A. 18A:18A-42*, that the Township has provided the services under its contract with the Board in an effective and efficient manner;

**NOW, THEREFORE, BE IT RESOLVED**, that the Board hereby approves a contract with the Township for the provision of SRO/Director of Security services for the period July 1, 2017 through June 30, 2018, with no change to existing rates; and be it

**FURTHER RESOLVED**, that the Board authorizes its President and Secretary to execute the Agreement, a copy of which is on file in the Office of the Board Secretary.

33. **Employment Paraprofessional**

**EMPLOY  
PARA**

BE IT RESOLVED that the Board approve the individual named below for the 2017-2018 school year effective November 30, 2017:

<b>Rockaway Meadow</b>		
Megalaisooriya Venugopal	Paraprofessional	\$21,435.00

SHARED SERVICES AGREEMENT

This Shared Services Agreement (the “Agreement”) is entered into this \_\_\_\_ day of November, 2017, 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 the services of four (4) dedicated School Resource Officers (“SROs”); and

WHEREAS, the Board has further requested that the Township assign the services of one (1) full time Police Lieutenant, or officer of higher rank, to the District to act as the District’s Director of District and School Security (“Director of Security”); and

WHEREAS, the Township is in agreement that four (4) SROs and one (1) Director of Security would provide the Board with services commensurate with their 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 four (4) SROs; and

WHEREAS, the Parties wish to memorialize their arrangement by the creation of a Shared Services Agreement (the "Agreement") for the purpose of effectuating cost savings measures and to improve the efficient and effective provision of SRO Services to the Board; and

WHEREAS, the Parties have the necessary funds available to utilize in the planning, development, staffing and supplying of SRO 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, 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, it is hereby mutually agreed 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) years, commencing September 1, 2017 and ending on June 30, 2019 or the last scheduled day of the 2018-2019 school year, whichever is earlier. The Parties agree to meet no later than April 30, 2019 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.** "SRO" is defined to mean School Resource Officer.

**1.2.8.** "Director of Security" shall mean a full time Police Lieutenant, or officer of higher rank who is certified as a SRO and who is qualified by the Township to supervise all SROs under his or her command.

**1.2.9.** "SRO Services" means the duties and services to be provided by the School Resource Office in accordance with the job responsibilities set forth in Section 2 of this Agreement.

**1.2.10.** "School" or "Schools" shall refer to Parsippany Hills High School and Parsippany High School.

## **2. SRO SERVICES AND OBLIGATIONS**

**2.1.** Terms and Conditions. The service of School Resource Officer shall be provided according to the following terms and conditions:

**2.1.1.** In each year of this Agreement, the Police Chief shall assign four (4) Police Officers to the Board to provide services as SROs for the District, each to work at one of the Schools. 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 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, and shall not be arbitrarily made or unreasonably denied.

**2.1.2.** The SROs 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 are not to be removed from their assignments for any routine police functions.

**2.1.3.** The Police Chief shall assign a Police Officer to temporarily perform the duties of the SRO if an SRO is unavailable for any day when school is in session. The Board shall

have the right to request that a different temporary SRO 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 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.

**2.1.4.** The duties and responsibilities and operational requirements of the SRO shall be as follows:

**2.1.4.1.** The SROs shall be assigned to work one hundred and eighty days (180) in the District in accordance with the Student Calendar in effect for each year 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.

**2.1.4.2.** One (1) SRO will be regularly assigned to work at Parsippany Hills High School and one (1) SRO will be regularly assigned to work at Parsippany High School. The remaining two (2) SROs shall be stationed in accordance with the District's needs as shall be determined by the Superintendent after consultation with the Police Chief.

**2.1.4.3.** Generally, the SROs will work at the schools from 7 am to 4 pm, five (5) days per week when school is in session. Specific SRO duty hours at a particular school shall be set by mutual agreement between the Board, at the recommendation of the principal of the school to which the SRO is assigned, and the Chief of Police.

**2.1.4.4.** One marked police car shall be made available for each SRO and should remain parked on school premises while the officer is on duty.



- 2.1.4.5.** Each SRO 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.
- 2.1.4.6.** Each SRO 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.
- 2.1.4.7.** Each SRO shall meet regularly with School Administration, SACs, School Disciplinarian(s), School Nurse, Security Personnel and other District personnel.
- 2.1.4.8.** Each SRO shall participate in and help coordinate all safety drills in coordination with the school principal.
- 2.1.4.9.** Each SRO shall develop proactive programs and make recommendations to protect school and personal property from damage and theft.
- 2.1.4.10.** Each SRO shall interface with students, especially those requiring special attention, mediation or intervention services.
- 2.1.4.11.** Each SRO will provide and/or facilitate safety and security programs as requested by the Superintendent to both staff and students, including but not limited to: information on the prevention and intervention of bullying and harassment; cyber-bulling; weapons possession and response; drug and alcohol awareness and prevent programs; and programs to identify and manage students with behavioral issues before such students become involved in the criminal justice system.

- 2.1.4.12.** Each SRO 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
- 2.1.4.13.** Each SRO shall protect life and property.
- 2.1.4.14.** Each SRO shall suppress criminal activity.
- 2.1.4.15.** Each SRO 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.
- 2.1.4.16.** Each SRO shall apprehend and prosecute criminal offenders, warn, detain, cite and/or take into custody, violators of the law when necessary.
- 2.1.4.17.** Each SRO shall assist in truancy and delinquency investigations.
- 2.1.4.18.** Each SRO shall apprise the School Principal on matters dealing with enforcement of custody orders or domestic violence restraining orders.
- 2.1.4.19.** Each SRO 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.
- 2.1.4.20.** Each SRO, 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.

**2.1.4.21.** Upon request, each SRO shall attend conferences between school personnel and parents regarding either individual students or general security concerns.

**2.1.4.22.** Each SRO shall serve as a role model to students by demonstrating appropriate attitudes, behavior and respect.

**2.1.4.23.** Each SRO shall enforce traffic and parking laws and regulations on school property.

**2.1.4.24.** Each SRO shall advise appropriate school personnel on conduct which may or may not rise to the level of criminality.

**2.2** Director of Security. The Township agrees to assign a full time Police Lieutenant, or officer of higher rank, to the District to act as the Director of Security who shall be available to the District 24 hours/day and 7 days per week. In the event that the Director of Security is absent for any reason, the Township shall notify the District of the Director of Security's absence, the anticipated extent of said absence, and the contact information for the command officer assigned to cover for the Director of Security during said absence. In the event that the Director of Security is expected to be absent for four (4) or more consecutive days, the Township shall assign a replacement officer of the same or higher rank to act in the Director's absence.

**2.2.1** The Director of Security shall oversee and supervise the District's SROs, SSOs and any elementary school security personnel and shall perform the duties set forth in the specific job description adopted by the Board which is incorporated by reference herein in Section 2.1.4, above, with the exception of conducting internal investigations in the District. In addition, the Director of Security shall act as the liaison between the schools and the police department including, but not limited to, the Township's Youth Counselor.

**2.2.2** The Director of Security shall report directly and exclusively to the Superintendent or his/her designee while on assignment pursuant to this Addendum and the Agreement.

**2.3. Board Actions.** The Board shall take the following actions:

**2.3.1.** The Administration of each High School shall meet with the School's assigned SRO as needed, but not less than once a month to discuss any student, safety and/or security issues impacting the School.

**2.3.2.** The School shall be responsible for informing students and parents of safety and/or security issues in a timely manner and as necessary.

**2.3.3.** Each School shall provide and maintain adequate facilities on the School's premises to be used by the SROs 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. SRO Services.** In exchange for the Township providing the services of four (4) SROs as required under this Agreement, the Board shall pay to the Township an annual sum equal to Fifty Thousand United States Dollars (US\$50,000.00) per SRO position.

**3.2. Director of Security Services.** In exchange for the Township providing an officer to act as the Director of District Security, the Board shall pay to the Township an annual sum equal to Sixty Thousand Dollars (US \$60,000) in the same manner and frequency as set forth in the Agreement, prorated from the time of any assignment made pursuant to this Addendum.

**3.3. Manner and Frequency of Payment.** All compensation specified herein shall be payable in four (4) equal quarterly installments, invoiced by the Township, for services rendered up through the date of the invoice. The first payment shall be made on or before November 15, 2017, with subsequent payment being made on or before *February 15, May 15, and July 15, of the*

*each year of the Agreement.* In the event that this Agreement is not signed before November 15, 2017, the Board shall make any payment due and owing under the terms of this Agreement, retroactive to the date that the duties and activities of this Agreement were undertaken, within fourteen (14) days of the last date of approval.

**3.4.** 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. Proof of timely payment shall be provided by the Board to the Township's Business Administrator.

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

**4.1.** SROs and Director of Security are Township Employees. It is understood between the Township and the Board, and any successors or assigns, that the SROs and the Director of Security are employees of the Township and shall in no way be construed as employees or joint employees of the Board for any purpose including, but not limited to, Affordable Care Act, or any successor insurance program adopted by the federal or state governments, pensions, health or other benefit insurance, taxes, Fair Labor Standards Act or for any other reason.

**4.2.** Exclusive Control and Supervision. SROs and the Director of Security supplied by the Township are subject to the sole and exclusive control, supervision of the Township through

its Police Department and Police Chief. However, while assigned to the District, the Director of Security and SROs shall report to and take administrative direction from the Superintendent and/or Building Principal or their designee(s).

**4.3. TRAINING/CRIMINAL BACKGROUND CHECK.** The Township shall be responsible for ensuring that any individual assigned pursuant to this Agreement shall have undergone the requisite SRO training program as established 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. In addition to the initial SRO training received by the individuals assigned under this Agreement, the Township shall ensure that these individuals undergo such additional training as is recommended by the Dept. of Law and Public Safety on an annual basis. Such trainings shall be received outside the time of the SRO's assigned duties to the District.

The Township shall provide the Board with copies of all certifications of completion of the course prior to the individual's assignment. The Township shall further ensure that any individual assigned to the District has undergone the requisite criminal background check required by N.J.S.A. 18A:6-7.2. Any cost associated with any SRO training program or the criminal background check shall be borne by the Township.

**4.4. Equipment.** All property, equipment, supplies, materials and vehicles furnished by the Township or used by the SROs or the Director of Security in performing their duties under this Agreement shall remain the property of the Township. Any property, equipment, supplies, or materials furnished by the Board or used by the SROs or the Director of Security shall remain the property of the Board and shall be returned to the Board upon notice to the SRO or Director.

**4.5. 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 or its Director of Security, and the Township agrees to fully indemnify and hold harmless the Board 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 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 employee of the Board.

**4.6.** Insurance. The Township shall provide insurance coverage 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. It is the intent and understanding between the parties that any duties undertaken by an SRO pursuant to this Agreement will be considered duties undertaken pursuant to the SROs employment.

**4.6.1.** All SROs 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.

**4.6.2.** 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.

**4.6.3.** 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.

**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 Police Department has not performed the obligations set forth in this Agreement in an adequate or satisfactory manner.

**5.1.3.** Failure of either party to perform or fulfill any other covenants or conditions set forth in this Agreement, when such failure continues for a period of thirty (30) days after notice of such failure from the non-defaulting party.

**5.2.** Opportunity to Cure. In the event of default, as defined in Section 5.1 of this Agreement, the non-defaulting Party may serve upon the defaulting Party a written notice of its intent to terminate this Agreement and demand that the defaulting Party cure such default within sixty (60) days from the date of such written notice. If the defaulting Party cures the default within sixty (60) days from the date of such notice, then the notice of intent to terminate shall have no force or effect. If, however, the defaulting Party has not cured the default by the end of the sixty-day period, after the expiration of the sixty (60) day period, this Agreement shall automatically terminate with no further obligation of either Party. In the event that that the Chief of Police does not assign a temporary SRO in accordance with provision 2.1.3, for a period exceeding two (2) days in which schools are in session, the Board may serve upon the Township a written notice of default which shall provide the Township with two (2) days in which to cure the default. If the default is not cured, the Board shall pro-rate the next payment due the Township to exclude an amount equal to the per diem cost of the SRO based upon a one hundred and eighty day work year. In the event that this default is not cured within ten (10) days of the written notice, the Board may immediately terminate the Agreement without further obligation excepting amounts owed to the Township pursuant to Section 5.3 pro-rated to exclude an amount equal to the per diem cost of the SRO's absence based upon a one hundred and eighty day work year.

**5.3.** Payment on Termination. On termination of this Agreement the Board shall promptly pay to the Township any unpaid sums due under this Agreement.

**6.** NOTICE. Unless otherwise provided in writing, any notices to be given or to be served upon any of the Parties hereto, must be in writing and may be delivered personally or by overnight,



certified, or registered mail, or by a nationally-recognized courier service. Such notices shall be delivered to the applicable Party at their respective addresses as set forth below, or at such other address as either Party may hereafter designate to all other Parties in writing:

The Township:	Township of Parsippany-Troy Hills 1001 Parsippany Boulevard Parsippany, New Jersey 07054 Attn: Business Administrator
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The Board: Parsippany-Troy Hills Township  
Board of Education  
292 Parsippany Road  
Parsippany, New Jersey 07054  
Attn.: Business Administrator

With a copy to: Katherine A. Gilfillan, Esq.  
Schenck, Price, Smith & King, LLP  
220 Park Avenue, P.O. Box 991  
Florham Park, New Jersey 07932

**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. The Agreement shall not be effective as to either party until approved by both party's governing bodies.

**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 effected 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 any 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 be deemed to be required to be performed on or before 5:00

p.m. on the day set forth and, if performed after 5:00 p.m., shall be deemed not to have been performed on said date.

[Signatures appear on next page]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives as of the date first written above.

TOWNSHIP OF PARSIPPANY-TROY HILLS

Attest:

\_\_\_\_\_  
Khaled Madin  
Township Clerk

By: \_\_\_\_\_  
James R. Barberio  
Mayor

PARSIPPANY-TROY HILLS TOWNSHIP  
BOARD OF EDUCATION

\_\_\_\_\_  
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