

RESOLUTION OF THE TOWNSHIP OF JACKSON  
JACKSON, NEW JERSEY

RESOLUTION NUMBER: 169R-18

DATE OF ADOPTION: 5-8-2018

TITLE: AUTHORIZE EXECUTION OF A SHARED SERVICES AGREEMENT BETWEEN THE TOWNSHIP OF JACKSON AND THE JACKSON TOWNSHIP BOARD OF EDUCATION TO PROVIDE TWO (2) SCHOOL RESOURCE OFFICERS (SRO's) FOR THE JACKSON TOWNSHIP SCHOOL DISTRICT 2018-2019

Council Member: Martin presents the following resolution.

Seconded by Nixon.

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**WHEREAS**, pursuant to N.J.S.A. 40A:65-1 et seq., municipalities and local boards of education may enter into agreements for shared services with other municipalities and local boards of education to provide or receive any service that the local unit participating in the agreement is empowered to provide or receive within its own jurisdiction; and

**WHEREAS**, the agreement must comply with the requirements of N.J.S.A. 40A:65-7 and specify the services to be performed under the agreement, the procedures for payment and assignment and allocation of responsibility for meeting standards between and among the parties; and

**WHEREAS**, the Township of Jackson and the Jackson Township Board of Education desire to join together to provide two (2) School Resource Officers (SROs) for the Jackson Township School District pursuant to the attached Shared Services Agreement; and

**WHEREAS**, the Township of Jackson wishes to enter into an Agreement with the Jackson Township Board of Education for the purpose of setting forth the terms and conditions regarding the assignment of the School Resource Officers (SROs) for the Jackson Township School District.



ANN MARIE EDEN, R.M.C.  
TOWNSHIP CLERK

DATED: 5-8-2018

RECORD OF VOTE				COUNCIL VICE PRES.	COUNCIL PRESIDENT
TOWNSHIP COUNCIL	Barry Calogero	Scott Martin	Ann Updegrave	Rob Nixon	Kenneth Bressi
YES		✓	✓	✓	✓
NO					
ABSTAIN					
ABSENT	✓				

I, Ann Marie Eden, Municipal Clerk of the Township of Jackson in the County of Ocean, hereby certify that the above is a true copy of a Resolution adopted by the Township Council on the \_\_\_\_\_ day of \_\_\_\_\_ 2018.

**NOW, THEREFORE, BE IT RESOLVED** by the Township Council of the Township of Jackson, County of Ocean, State of New Jersey as follows:

1. The Mayor is authorized to execute and the Clerk to attest to the Shared Services Agreement between the Township of Jackson and the Jackson Township Board of Education to provide two (2) School Resource Officers (SROs) for the Jackson Township School District.
2. A copy of said Agreement will be kept on file within the Township Clerk's Office.
3. Jackson Township Board of Education shall pay compensation in the amount of \$86,700.00/ per School Resource Officer per school year as follows:
  - a. For the 2018-2019 school year, commencing on September 6, 2018 through June 19, 2019.
  - b. No compensation will be due from the Board of Education to the Township during the summer recess while the District's schools are not in session.
4. All terms and conditions are in accordance with the attached Shared Services Agreement, which shall be effective immediately and continue in full force until June 19, 2019.
5. Certified copies of this resolution shall be forwarded to Department of Community Affairs/DLGS, the Jackson Township Board of Education, Superintendent of Schools, School Administrator, Municipal Administrator, CFO, Chief of Police, Personnel Department and any other interested parties.

**SHARED SERVICES AGREEMENT**

THIS AGREEMENT made this 8<sup>th</sup> day of May, 2018, by and between the **TOWNSHIP OF JACKSON**, a municipal corporation of the State of New Jersey, having its principal offices located at 95 West Veterans Highway, Jackson, New Jersey 08527, hereinafter referred to as "Township," and **JACKSON TOWNSHIP BOARD OF EDUCATION**, an education entity of the State of New Jersey, having its principal offices located at 151 Don Connor Boulevard, Jackson, New Jersey 08527 hereinafter referred to as "Board."

**WITNESSETH:**

**WHEREAS**, pursuant to N.J.S.A. 40A:65-1 *et seq.*, municipalities and local boards of education may enter into agreements for shared services with other municipalities and local boards of education to provide or receive any service that the local unit participating in the agreement is empowered to provide or receive within its own jurisdiction; and

**WHEREAS**, each local unit authorized to enter into an agreement under the Shared Services and Consolidation Act must do so by the adoption of a resolution; and

**WHEREAS**, the agreement must comply with the requirements of N.J.S.A. 40A:65-7 and specify the services to be performed under the agreement, procedures for payment, and assignment and allocation of responsibility for meeting standards between and among the parties; and

**WHEREAS**, the Township and the Board desire to join together to provide School Resource Officer(s) ("SRO") for the Jackson Township School District.

**NOW, THEREFORE**, in consideration of the mutual covenants, agreements, and considerations contained herein, the Township and the Board do hereby agree as follows:

1. The Township shall provide at least two fully trained SRO's for the Jackson Schools, district-wide, during normal school hours on each day that schools are in session. The Board shall provide a reasonable location, equipment, and office supplies as needed to accommodate the SRO's.

2. The SRO's provided by the Township shall be fully trained in accordance with all applicable State laws and regulations including, but not limited to, N.J.S.A. 18A:17-43.1. The SRO's shall have the responsibilities and exercise authority as provided by State law and regulations. Specifically, the duties and responsibilities of the SRO's shall include, but not be limited to, the following:

A. Patrol the campus of each of the District's schools, together with the surrounding area, in order to identify, investigate, deter and prevent crimes, especially those incidents involving weapons, youth violence, harassment, gang involvement, drugs or similar activities.

B. Act as a liaison between the Board and the Police Department of the Township.

C. Establish and maintain a working rapport with the school administration, staff, and students in each District school.

D. Assist in mediating disputes on each school campus, including working with students to help them solve disputes in a non-violent manner.

E. Perform other duties as mutually agreed upon by the building Principal of each school, the SRO, and the Chief of Police or his or her designee, provided that the duty is legitimately and reasonably related to the SRO program as described in this Agreement, and is consistent with Federal and State law, the Revised General Ordinances of the Township, and the policies, procedures, rules and regulations of the Police Department of the Township and the Board.

3. The Township and the Board shall mutually agree on an Alternate School Resource Officer, who shall act as a substitute Officer, should the designated SRO's be unavailable for any reason, i.e., training, off-duty time, illness, vacation or leave of absence. The Alternate SRO shall possess equivalent qualifications and training consistent with those of the parties' designated SRO's. The substitution of the Alternate SRO shall, in no way, affect any other provision of this Agreement including, but not limited to, compensation and other costs associated with the SRO position.

4. The Board of Education shall have complete control and discretion in scheduling the Student Resource Officers for assignments in the District. Any changes in scheduling of the Officer's

assignments shall be accompanied by written approval from the Superintendent's Office or the Superintendent's designee.

5. The Board shall pay compensation in the amount of \$86,700.00 per SRO per school year as follows:

(a) For the 2018 – 2019 school year, commencing September 6<sup>th</sup>, 2018 to June 19<sup>th</sup>, 2019.

(b) No compensation will be due from the Board to the Township during the summer recess while the District's schools are not in session.

In return, the Board shall receive the services of two (2) fully trained SRO's for the ten (10) month school year. The Board shall provide payment to the Township in monthly installments which payments shall be submitted to the Township Clerk's Office on the last day of each month.

6. The Township shall be responsible for any and all other costs associated with the SRO's, including, but not limited to benefits, police related overtime, uniforms, vacation and sick/personal leave. Any pre-arranged after hours "school related" events that the SRO would be required to attend that would create overtime will be paid by the Board or the SRO would be permitted to adjust his or her hours to accommodate these events with the understanding that if the SRO is adjusting his or her hours another replacement Officer would not be covering his or her normally scheduled hours.

7. The Township and the Board shall mutually agree on the individuals to serve as SRO. Both parties shall expect a School Resource Officer to be on duty at the schools in which he or she is assigned for that particular day, as outlined in this Agreement unless there is an emergent issue that requires the Officer to be used as part of the Police Department response to such an emergent incident.

8. The SRO's shall remain an employee of the Police Department of the Township, and shall not be an employee of the Board. The SRO's shall remain responsive to the supervision and chain of command of the Police Department of the Township. The Township and the Police Department of the Township shall remain solely responsible for the SRO's hiring, training, discipline, or dismissal. Any

allegation of improper conduct shall be referred to the SRO's immediate supervisor, or directly to the Chief of Police.

9. This agreement shall commence upon the approval of the Agreement by a resolution of both parties, and the execution thereof, and shall expire at the end of the 2018-2019 school year. Both parties may terminate this Agreement at any time, upon thirty (30) days prior written notice to the other party.

10. The designated contacts for this Agreement shall be as follows:

For the Township: Matthew Kunz, Chief of Police  
Jackson Township Police Department  
102 Jackson Drive  
Jackson, NJ 08527  
(732) 928-1111

For the Board: Superintendent, Dr. Stephen Genco  
Jackson Township Board of Education  
151 Don Connor Boulevard  
Jackson, NJ 08527  
(732) 833-4600

11. Each party agrees to maintain liability insurance as follows: general liability insurance with a combined single limit of not less than \$1,000,000 per occurrence and umbrella liability insurance of not less than \$5,000,000 per occurrence. The parties shall also indemnify and hold each other harmless from any and all actual or alleged claims, demands, causes of action, liability, loss, damage and/or injury (to property or persons, including without limitation wrongful death), arising out of circumstances related to this Agreement or occasioned by the performance or attempted performance of the provisions hereof; including, but not limited to, any act or omission to act on the part of either party or its agents or employees or other independent contractors directly responsible to it; except those claims, demands, damages, costs, expenses (including attorney's fees), judgments or liabilities resulting from the sole negligence or willful misconduct of either party.

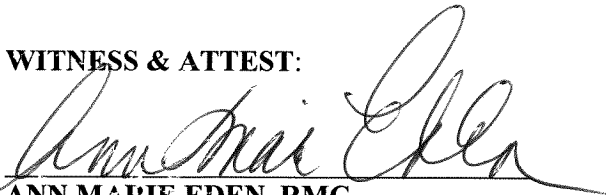
12. In the event that any court of competent jurisdiction shall declare any section of this Agreement invalid for any reason, all other sections shall remain in full force and effect.

13. This Agreement represents the entire agreement between the parties and may not be modified or amended, except by written agreement between the parties.


14. This Agreement shall be construed in accordance with the laws of the State of New Jersey.

**IN WITNESS WHEREOF**, the parties have caused this agreement to be signed and executed by their authorized corporate officers and their respective seals to be here affixed the day and year above written.

**WITNESS & ATTEST:**


  
\_\_\_\_\_  
**ANN MARIE EDEN, RMC**  
Township Clerk  
(Seal)

By

**TOWNSHIP OF JACKSON**  
  
\_\_\_\_\_  
**MICHAEL REINA, Mayor**

  
\_\_\_\_\_  
**MICHELLE RICHARDSON,**  
Business Administrator/Board Secretary

By

**JACKSON TOWNSHIP  
BOARD OF EDUCATION**  
  
\_\_\_\_\_  
**SCOTT SARGENT, President**