

RESOLUTION 2026-148

RESOLUTION OF THE TOWNSHIP COMMITTEE OF THE TOWNSHIP OF
CHATHAM, COUNTY OF MORRIS, STATE OF NEW JERSEY MODIFYING THE
CURRENT SHARED SERVICES AGREEMENT FOR SPECIAL LAW
ENFORCEMENT OFFICERS WITH THE SCHOOL DISTRICT OF THE CHATHAMS

WHEREAS, the Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-1 et seq., authorizes and encourages local units of the State of New Jersey, including municipalities, to enter into agreements with any other local unit or units for the joint provisions within their several jurisdictions of any service which any party to the agreement is empowered to render within its own jurisdiction; and

WHEREAS, the Township of Chatham ("**Township**") and the School District of the Chathams (the "**School District**") previously entered into a Shared Services Agreement for the provision of Special Law Enforcement Officer III ("**SLEO III**") services, which was authorized by Resolution No. 2018-211 and thereafter amended to include Special Law Enforcement Officer II ("**SLEO II**") (collectively, the "**Agreement**"); and

WHEREAS, the School District and the Township desire to amend the Agreement to revise the rate structure and clarify certain provisions regarding reimbursement and work schedules (the "**Amendment**"); and

WHEREAS, the Township desires to authorize the Amendment which is attached hereto as Exhibit A, the final form of which shall be reviewed and approved by the Township Administrator and Township Attorney, and executed by the Mayor.

NOW, THEREFORE, BE IT RESOLVED, by the Township Committee of the Township of Chatham that authorization is given as follows:

1. The recitals set forth above are incorporated by reference as if set forth at length herein.
2. The Mayor is hereby authorized and directed to execute the Amendment. The Clerk is hereby authorized and directed to attest to the signature of the Mayor on the Amendment and to deliver same to the School District.
3. The Mayor, Chief Financial Officer, Business Administrator, Chief of Police and Clerk are hereby authorized and directed to take any and all action and execute and deliver any and all documents, certificates, agreements or instruments necessary to effectuate the transactions contemplated by this Resolution and the Amendment.
4. This Resolution shall take effect immediately.

Adopted:

TOWNSHIP OF CHATHAM IN
THE COUNTY OF MORRIS

Attest:

By


Jennifer Rowland, Mayor


Gregory J. LaConte, Clerk

Exhibit A
Amendment

**SHARED SERVICES AGREEMENT
SPECIAL LAW ENFORCEMENT OFFICER III**

This Agreement ("Agreement") is as of **August 2026** by and between the School District of the Chathams Board of Education, a body corporate and politic existing under the laws of the State of New Jersey having its principal offices located at 259 Lafayette Avenue Chatham, NJ 07928 (hereinafter referred to as "Board") and the Township of Chatham, a body corporate and politic of the State of New Jersey, having its principal offices at 58 Meyersville Road, Chatham, New Jersey 07928 (hereinafter referred to as "Township").

WITNESSETH:

WHEREAS, the Uniform Shared Services and Consolidations Act, N.J.S.A. 40A:65-1 authorizes local governmental entities to enter into an agreement, among other things, for the sharing of services; and

WHEREAS, the State of New Jersey has created a class of special police officer, known as Special Law Enforcement Officer III ("SLEO III"), solely for the purpose of school security, as set forth in N.J.S.A. 40A:14-146.10 et seq.; and

WHEREAS, the Board and the Township wish to enter into an agreement under which the Township agrees to provide the Board SLEO III and SLEO II officers, up to a total of four, to be managed by the Township's Police Department ("Police Department"); and

WHEREAS, the Board and the Township desire to set forth in this Agreement the specific terms and conditions of the services to be performed and provided by the SLEO III or SLEO II.

NOW, THEREFORE, IT IS AGREED by and between the Township and the Board that the Township, through the Police Department, shall hire, subject to the terms of this Agreement ("Agreement"), and make available SLEO III and SLEO II officers, up to a total of four, to provide security services to the Board's High School, Lafayette Avenue School and Southern Boulevard School, as specified under the following terms and conditions:

- 1) Rate of pay. At the time of execution of this agreement the rate of pay paid by the Township for the SLEO III or SLEO II shall be \$41.00 per hour. Such rate of pay shall be reimbursed by the Board to the Township, along with all other costs as set forth in Paragraph 3 below, on a quarterly basis. The range of the rate of pay shall be established by inclusion in the annual Salary Ordinance adopted by the Township Committee. The annual rate of pay shall be adopted by Resolution of the Township Committee in the same manner as is adopted for other employees not covered by a Collective Bargaining Agreement.
- 2) Classification of SLEO. The SLEO III or SLEO II shall be classified as an hourly, "at will" employee of the Township, who shall not be entitled to pension, health, or other benefits from either the Township or the Board. Such officers shall serve at the pleasure of the Township, and nothing herein is intended to create any contractual right to employment by a SLEO III or SLEO II, nor is this Agreement intended to, nor shall it, create any employment relationship between the Board and the SLEO III or SLEO II.

- 3) Reimbursement/Payment requirements.
- a. The Board agrees to reimburse the Township on a quarterly basis for all costs related to the Township's hiring, training, outfitting, and employment of the SLEO III or SLEO II, which shall include, but is not limited to, the following:
 - i. Wages and associated payroll costs for the hours worked by the SLEO III or SLEO II;
 - ii. All costs associated with the hiring and equipping of the SLEO III or SLEO II including uniforms, bulletproof vests, Police Department issued equipment, training hours and any other additional costs associated with the employment, training and outfitting of the SLEO III or SLEO II;
 - iii. All pre-employment and post-employment medical and physiological examination costs; and
 - iv. Any mandated police training courses, costs associated with attending the same, costs of qualifying ammunition, and the costs of any required classes mandated by the Police Training Commission.
 - b. The SLEO III or SLEO II assigned to the Board will turn over time cards signed by the Board's designee to the Police Department for processing on a bi-weekly basis.
 - c. The Township shall bill the Board for wages and associated costs set forth herein prior to the end of each quarter for payment by the Board within thirty (30) days thereafter. The Board shall reimburse the Township for all allowable costs set forth herein as incurred and billed to be paid within thirty (30) days of receipt of a completed invoice from the Township.
- 4) Vetting of officers. The Chief of Police shall confer with the Superintendent during the hiring process for the SLEO III or SLEO II. It is recognized that the Township Committee is the appointing authority and may accept or reject the recommendation of the Chief. The Township and the Board agree that additional SLEO IIIs may not be appointed without the express approval of the Township Committee under the same terms of this Agreement.
- 5) Services. SLEO III or SLEO II personnel assigned to Chatham High School shall work from **7:30 a.m. to 3:30 p.m.** All other SLEO III or SLEO II personnel assigned to the school district shall work from **8:00 a.m. to 3:30 p.m.**, unless otherwise directed by the Chief of Police or as mutually agreed upon by the Township's Chief of Police and the Superintendent or the Superintendent's designee to meet operational needs. The work schedule shall be mutually determined by the Township's Chief of Police and the Superintendent or the Superintendent's designee.

The SLEO III or SLEO II shall at all times remain under the supervision, direction, and control of the Township's Chief of Police.

- 6) Policies and procedures. The SLEO III or SLEO II shall be subject to Rules and Regulations of the Township Police Department promulgated by the Appropriate Authority as described in Article 2-11 et seq. of the Township Code and any Special Directives issued by the Chief of Police. The Superintendent may make recommendations for the adoption of policies, rules and regulations specific to the SLEO III or SLEO II.
- 7) Assignment and duties. The SLEO's assignment and daily duties will be determined by the Chief of Police or his/her designee in consultation with the Superintendent or his/her designee.
- 8) Training. Police training for the SLEO III or SLEO II will be scheduled and administered by the Police Department in consultation with the Superintendent to ensure school security is not compromised.
- 9) Uniforms and equipment. The SLEO III or SLEO II will be armed with Police Department service weapons and shall wear uniforms with SLEO III or SLEO II patches as required by State law. Use of any department issued service weapon shall only be used in accordance with N.J.S.A. 40A:14-146.14.
- 10) Term of Agreement. This Agreement shall be deemed effective as of November 1, 2023 and shall remain in effect until terminated by either party upon ninety (90) days written notice.
- 11) Modifications in Writing. Modifications or the waiver of any provisions of this Agreement shall in no event be effective unless the same shall be in writing and signed by the parties hereto, and then such modification or waiver shall be effective only in the specific instance and for the specific purpose for which given.
- 12) Failure to Exercise Rights. Neither any failure nor any delay on the part of either party in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall a single or partial exercise thereof preclude any other or further exercise of any other right, power, or privilege.
- 13) Assignment. There shall be no assignment of this Agreement by any party hereto.
- 14) Captions. The section headings contained herein are for reference purposes only and shall not in any way affect the meaning or interpretation of the Agreement.
- 15) Severability. In the event any provision of this Agreement shall be held invalid or unenforceable by any court or competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.
- 16) Counterparts. This Agreement may be signed in any number of counterparts with the same effect as if the signatures thereto and hereto were upon the same instrument.
- 17) Reservation. Except as otherwise expressly set forth in this Agreement, the Township and the Board reserve all of their respective rights and powers under Federal Law and the laws of the State of New Jersey.

- 18) Indemnification. The parties shall indemnify, hold harmless and defend one another, their directors, officers, agents and employees, from and against any and all losses, claims, liability, damage, action or expense including, without limitation, attorney's fees and costs arising out of or relating to (i) any breach or default in the performance of any obligation under this Agreement and/or (ii) any negligence, intentional misconduct and/or activity subject to strict liability arising from any act or omission of their respective agents, employees, contractors, invitees, attendees, patrons, guests or students arising under this Agreement.
- 19) Disputes. Any disagreement over the terms of this agreement shall be resolved between the parties. If unsuccessful, any disagreement or remaining disagreement shall be resolved before the Superior Court of New Jersey, Morris County Vicinage.
- 20) Entire Agreement. This Agreement and its provisions constitutes the entire understanding and agreement of the parties regarding all matters covered herein, and any prior discussions, representations, understandings and agreements are hereby superseded by this Agreement. The parties agree to be bound hereby and acknowledge that there are no representations, warranties, covenants or undertakings other than those expressly set forth herein.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement on the day and year first above written.

WITNESS

TOWNSHIP OF CHATHAM

Gregory J. LaConte, Township Clerk

By: _____
Jennifer Rowland, Mayor

WITNESS

SCHOOL DISTRICT OF THE
CHATHAMS BOARD OF EDUCATION

Ziad Shehady, Business Administrator

By: _____
Ann Ciccarelli, President