

SHARED SERVICES AGREEMENT

This Agreement is made on this _____ day of _____, 2022, (Effective Date) between the **BOARD OF EDUCATION OF THE UNION BOARD OF EDUCATION**, a board of education organized and existing pursuant to Title 18A:10-1 *et seq.*, of the laws of the State of New Jersey, with principal offices located at 2369 Morris Avenue, Union, New Jersey 07083, (hereinafter referred to as "Board"), and the **TOWNSHIP OF UNION**, in the County of Union, a body corporate and politic created under the laws of the State of New Jersey, with principal offices located at 1976 Morris Avenue, Union, New Jersey 07083, (hereinafter referred to as "Township").

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 local public school districts 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 under and within its own jurisdiction, whether administrative, educational, instructional or otherwise; and

WHEREAS, in accordance with *N.J.S.A.* 40A:14-146.10, *et seq.*, a local unit, may as it deems necessary, appoint special law enforcement officers to perform those duties and responsibilities permitted by local ordinance or resolution; and

WHEREAS, *N.J.S.A.* 40A:14-146.11 authorizes the appointment of "Class Three Special Law Enforcement Officers to exercise full powers and duties of permanent police officers while providing security at a public school during such times as school is normally in session and occupied by students and teaching staff members; and

WHEREAS, Union Township Code section §131-38 authorizes the appointment of Special Law Enforcement Officer, Class Three to exercise full powers and duties of permanent police officers while providing security at a public school during such times as school is normally in session and occupied by students and teaching staff members; and

WHEREAS the Township has provided to the Board Special Law Enforcement Officers, Class Three services for 2020, 2021 and 2022, for which the Board agrees to reimburse the Township \$30/ hour from February 18, 2020, \$31.22/hour from January 1, 2021 and \$32.56/hour from January 1, 2022.

WHEREAS, in recognition of the heightened need to secure the safety and welfare of students and staff members attending public schools, the Board and the Township wish to continue the Class Three Special Law Enforcement Officers services and enter into this agreement for the provision of the services of Special Law Enforcement Officers, Class Three for the safety and protection of the Township of Union Public Schools (the "Schools"); and

WHEREAS, the parties have the necessary funds available to utilize in the planning, development, staffing and supplying of Special Law Enforcement Officers, Class Three for the safety and protection of the students and staff of the Schools;

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 educational and related services.

The parties therefore agree as follows:

**SECTION ONE
DURATION**

A. DURATION OF AGREEMENT AND RIGHT OF CANCELLATION

1. This Agreement shall begin on the Effective Date for an initial period ending at 11:59 pm June 30, 2023.
2. This Agreement shall automatically renew for five one year term beginning July 1, 2023 and renewing every July 1 of the corresponding years, unless one or both parties exercise its right to request to renegotiate/expand or terminate the Agreement in writing not later April 30 of the corresponding year.
3. Cancellation shall also be subject to the provisions of Section Eight.

B. 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. "Agreement" shall refer to the within Uniform Shared Services Agreement executed by the Board of Education of the Township of Union and the Township of Union.
2. "Board" shall refer to the Board of Education of the Township of Union.
3. "Township" shall refer to the Township of Union.
4. "Police Director" shall refer to the Director of Police for the Township of Union Police Department.
5. "Police Department" shall refer to the Township of Union Police Department.
6. "SLEO" shall mean Special Law Enforcement Officer, Class Three.

7. "Superintendent" shall refer to the Chief School Administrator of the Township of Union Public School District.

SECTION TWO SERVICES IN GENERAL

A. GOALS AND OBJECTIVES

It is understood and agreed that the Board and the Township share the following goals and objectives with regard to the provision of the SLEO Program in the Schools:

1. Provide for the safety security and welfare of students, staff members, and visitors.
2. Enhance building security.
3. Act as a deterrent for disruptions to the educational environment, flagrant disorderly conduct, and criminal activity.
4. Report crimes that occur on campus and cooperate with other law enforcement officials in the investigation of crimes that occur on and off campus.
5. Act within the capacity as authorized by Township Code section §131-38.

B. EMPLOYMENT

1. The SLEOs are solely and exclusively employees of the Township and shall be subject to the administration, supervision, and control of the Police Department/Police Director or his/her designee.
2. The Township shall be responsible for establishing and paying the salary of all SLEOs in accordance with the Department's policies, procedures, and applicable contracts and/or ordinances. More specifically, the Township shall be responsible for salaries, payroll and other taxes, fees, and other charges or insurance required by any federal, state and local law, statute or regulation (including, but not limited to, unemployment taxes, Social Security contributions, worker's compensation premiums and all similar taxes and payments), attributable to each Township employee assigned to the Board as a SLEO.
3. As retired law enforcement officers, SLEOs shall not be eligible to receive paid health benefits (from the Township and/or the Board) and shall not be eligible for enrollment in the New Jersey Public Employment Pension System.
4. In entering into and complying with this Agreement, the Township is at all times providing SLEO services through police personnel as independent contractors. Nothing in this Agreement shall constitute or be construed as a creation of a partnership or joint venture between the Township and the Board.

5. The Township shall be solely responsible for hiring, disciplining, and terminating the SLEOs assigned to work in the Union Public Schools; however, the Superintendent or his/her designee shall be included on the interview committee for all SLEOs assigned to the Schools and shall have input regarding the assignment, discipline or discharge of the SLEOs. The final decision regarding all such employment decisions shall vest with the Police Director or his/her designee
6. The Superintendent/Board shall have the right to request the immediate removal of any SLEO who fails to properly discharge his/her duties or acts in a manner that is antithetical to the efficient and effective operation of the Schools as determined by the Superintendent. The Police Director, or his/her designee, shall not arbitrarily or unreasonably deny the request.
7. If a SLEO is removed in accordance with Paragraph 6 above, the Township shall take action to replace the SLEO. The Superintendent shall be included on the interview committee for any replacement SLEO.

C. STAFFING AND ASSIGNMENT

1. The Township shall provide for the daily assignment of one (1) SLEO to each of the following buildings:
 - a. Union High School
2. Building assignments shall be made within the discretion of the Police Director, or his/her designee, with input from the Superintendent (or his/her respective designees). SLEOs may be reassigned to different schools and different hours depending on the School, specific security needs, and each School's calendar of activities.
3. The Township shall assign a SLEO to each of the buildings identified in subsection 1 above, for eight (8) hours per day for each day that school is in session. A SLEO shall be required to report to each designated school at least one-half hour prior to the start day of the school's scheduled start time and remain on premises at least one-half hour after the end of the scheduled school day, unless otherwise agreed by the Parties.
4. The SLEO shall not be permitted to leave his/her assigned building during the regular workday.
5. In addition to the SLEOs afforded under the terms of this Agreement, the Township/Department shall continue to provide for the permanent assignment of a School Resource Officer ("SRO"). However, nothing in this Agreement shall preclude the Police Director, or his/her designee, from reassigning individual police

officers to serve as the SRO in accordance with the discretion vested with the Township/Department.

6. Additional SLEO's may be hired and assigned pursuant to a supplemental written agreement by the parties.

D. SUPERVISION

1. SLEOs are responsible for maintaining security of his/her assigned School by restricting access of visitors and/or vendors as necessary seeking to access the school and shall work in cooperation with the School's Principal and other school officials.
2. SLEOs are employees of the Township/Police Department and, therefore, are subordinate to the Police Director, or his/her designee and shall follow the chain of command as prescribed by the Township of Union Police Department's Policies and Procedures. However, during the school day, the SLEO shall be under the reasonable direction of the Principal of the School to which the SLEO is assigned and should not refuse any reasonable request by the principal or other school official if the duty sought to be assigned is consistent with the purposes of this Agreement and consistent with mandated by a sworn police officer.
3. SLEOs shall be responsible for complying with all School Board Policies.

If a SLEO reasonably believes that an order or request by the building Principal or other school official is in conflict with his/her duties as a SLEO or the mission of the Department, the SLEO shall contact his/her immediate supervisor for guidance.

4.

E. DUTIES

1. The duties and responsibilities of the SLEOs shall be determined in conjunction with the Police Director, or his/her designee, however, such duties shall include providing security at school's main entrance to control access of all visitors and/or vendors entering the school.
2. Confirming all appointments by visitors and/or vendors prior to allowing entrance into the school.

F. TRAINING

1. All SLEOs shall be required to complete the 40-hours Basic Course for School Resource Officers and School Administrators, as well as periodically attend seminars, recertification courses, and in-service trainings as mandated by the Police Director, or his/her designee, and/or law.

2. SLEO training shall be paid for in accordance with Section Five of this Agreement.

SECTION THREE UNIFORMS/EQUIPMENT

- A. SLEOs shall be required to wear the uniform selected by the Department, which shall bear the appropriate SLEO designation.
- B. Equipment shall be approved and supplied by the Department.
- C. Equipment shall be paid for in accordance with Section Five of this Agreement.

SECTION FOUR ASSESSMENT OF PERFORMANCE

- A. The Parties agree to provide the services and perform the duties and obligations set forth in this Agreement in a manner consistent with all relevant Federal, State and local laws and regulations, in a manner consistent with good business and administrative practices, and otherwise in a manner consistent with the policies of the Township Police Department and the Board.
- B. The Township and the Board shall evaluate the performance of the SLEO Program. The evaluations shall be based upon the goals and objectives of the parties to provide safety and security to the students and staff of the Township of Union Public School District and the performance of such responsibilities by the SLEOs.
- C. If, in conducting the evaluations, the Board determines that performance is inadequate, such assessment shall be considered a default as set forth under Section 7 hereof and the Board will be entitled to terminate this Agreement upon notice as required in Section 8 hereof.

SECTION FIVE BUDGET

- A. All costs associated with the SLEO program (including but not limited, SLEO salaries,) shall be paid by the Township and reimbursed by the Board.
- B. The Board shall reimburse the Township for SLEO services at a rate of \$36.62/hour. Said rate shall increase 3.00% annually on July 1 of every year. For example, the rate for July 1, 2023-June 30, 2024 shall be \$37.72/hour, the rate for July 1, 2024- June 30, 2025 shall be \$38.85, etc.

- C. The Township shall provide the Board with monthly invoices for reimbursement which shall detail SLEO services provided, . The Board shall remit payment to the Township within fifteen (15) days of receipt of the monthly invoice.

- D. The Board shall reimburse the Township for SLEO services provided for 2020, 2021 and 2022 as follows: \$30/hour from February 18, 2020, \$31.22/hour from January 1, 2021 and \$32.56/hour from January 1, 2022. Reimbursement shall be made within thirty (30) days of the Township's submission to the Board of an invoice for such services.

**SECTION SIX
INDEMNIFICATION**

- A. In performing its duties under this Agreement, the Board shall not be liable for any loss incurred by the Township that is attributable to a mistake in judgment or other action or omission made in good faith by the Board or the Schools, unless such loss resulted from the willful or wanton misconduct or recklessness of the Board or the Schools.

- B. In performing its duties under this Agreement, any staff supplied by the Township shall not be liable for any loss incurred by the Board or the Schools that is attributable to a mistake in judgment or other action or omission made in good faith by the staff of the Township, unless such loss resulted from the willful or wanton misconduct or recklessness of the Township or any SLEO employed by the Township.

- C. The Board shall be responsible for and indemnify, defend and hold harmless the Township or any SLEO against any and all claims, demands, liabilities, including legal fees, costs and expenses arising out of or incidental to the Board's or the Schools activities, actions or omissions, whether negligent, reckless, careless or willful, or those of its agents, staff members, employees or students, in connection with this Agreement, and will be responsible for all costs, losses or expenses, including attorney fees, arising therefrom. Should the Township or any SLEO be required to defend itself against any claims arising in connection with this Agreement, the Township may select counsel of its choice.

- D. The Township shall be responsible for and indemnify, defend and hold harmless the Board and the or the Schools against any and all claims, demands, liabilities, including legal fees, costs and expenses arising out of or incidental to the Township's activities, actions or omissions, whether negligent, reckless, careless or willful, or those of its agents, staff members, or employees, in connection with this Agreement, and will be responsible for all costs, losses or expenses, including attorney fees, arising therefrom. Should the Board or the Schools be required to defend itself against any claims arising in connection with this Agreement, the Board may select counsel of its choice.

- E. 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 for the City:
1. All SLEOs shall be fully and properly insured for Workers' Compensation coverage as required by the laws of the State of New Jersey.
 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.

SECTION SEVEN DEFAULT

The following events shall constitute default of this Agreement:

- A. Failure of either party to pay its required contribution towards the SLEO Program when that amount that becomes due under this Agreement;
- B. The assessment by the Board, as set forth under Section Four hereunder, that the services provided by the SLEOs do not adequately meet the needs of the Board.
- C. 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 receipt of written notice of such failure from the non-defaulting party.

SECTION EIGHT TERMINATION

- A. In the event of default as defined in Section Seven 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, the non-defaulting party may serve upon the defaulting party written notice of the former party's intent to terminate this Agreement upon the expiration of ten (10) days from the date of such written notice. At the expiration of the ten (10) day period, the Agreement shall terminate.
- B. On termination of this Agreement, each of the parties hereto shall promptly pay to the other party any unpaid expenses or other sums due under this Agreement.

- C. The rights granted pursuant to this Section Eight are in addition to any other rights and remedies for breach of contract available to the non-defaulting party at law or in equity.
- D. In the event of a desire of either party to terminate this Agreement for reasons other than default as set forth in Section Seven hereof, written notice of such termination must be given sixty (60) days in advance of the termination date.

SECTION NINE NOTICE

- A. All notices, request, or approvals required or permitted under this Agreement shall be in writing and shall be deposited in the United States mail, postage prepaid, and shall be registered or certified or may be provided via personal service or via Federal Express or other recognized national overnight mail carrier.
- B. If intended for the Board of Education, such correspondence shall be sent to the Board President and Board Secretary of the Board at 2369 Morris Avenue, Union, New Jersey 07083. If intended for the Township, all such correspondence shall be sent to the Township Business Administrator, Township Attorney and Township Clerk, located at 1976 Morris Avenue, Union, NJ 07083.
- C. A change in address must be noticed in the manner set forth in this Section. Any notice, request or approval required or permitted shall be deemed given and received by the addressee on the third business day after mailing or upon delivery, if personally delivered or sent by overnight carrier.

SECTION TEN MISCELLANEOUS

A. GOVERNING LAW

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

B. RESOLUTION OF DISPUTES

Should any bona fide dispute arise between the parties with respect to any of the terms and conditions hereunder, such bona fide dispute shall be presented to the New Jersey State Board of Mediation for mediation. The parties agree that every best effort shall be made by both parties to resolve any and all disputes prior to mediation and, if no resolution is reached, the dispute shall be presented to mediation. In the event mediation fails, all disputes arising under this Agreement shall be subject to binding arbitration.

C. WAIVER

A party's waiver of a breach of any term of this Agreement shall not constitute a waiver of any subsequent breach of the same or other terms contained in this Agreement. A party's subsequent acceptance of performance by the other party shall not be construed as a waiver of a preceding breach of this Agreement other than failure to perform the particular duties so accepted.

D. ENTIRE AGREEMENT/MODIFICATIONS

This Agreement supersedes any and all prior or other oral or written agreements between the Parties. This Agreement may be altered, modified, or amended only in writing executed by both of the Parties hereto. This Agreement contains the entirety of the Agreement between the Parties and there are no other oral agreements or presentations binding the Parties.

E. SEVERABILITY

If any provision of this Agreement is held unenforceable or invalid by a court of competent jurisdiction, the remaining provisions of this Agreement shall not be affected.

**SECTION THIRTEEN
SIGNATURES**

The parties agree that this Agreement may be signed and executed in counterpart, and that the failure of the parties to be mutually present during such signing or execution, or that the failure of all parties' signatures to appear on the same original of the Agreement, shall not be construed as taking from the validity and effect of same.

The parties executed this Agreement on this _____ day of _____, 2022.

Attest:

**TOWNSHIP OF UNION BOARD OF
EDUCATION**

By:

By: _____

Attest:

TOWNSHIP OF UNION

**Eileen Birch
Township Clerk**

By: _____
**Donald Travisano
Township Administrator**