

**SHARED SERVICES AGREEMENT**  
**between the**  
**MOUNTAINSIDE BOARD OF**  
**EDUCATION**  
**and the**  
**BOROUGH OF MOUNTAINSIDE**

**THIS SHARED SERVICES AGREEMENT** (hereinafter "Agreement") is made as of this 1st day of July, 2024 by and between the MOUNTAINSIDE BOARD OF EDUCATION (hereinafter "Board" or "District"), and the BOROUGH OF MOUNTAINSIDE (hereinafter "Borough"). This agreement will remain in effect from July 1, 2024 through June 30, 2026.

**WHEREAS**, the Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-1 et seq. (the "Act") authorizes joint activities among governmental agencies and was enacted with the intent to facilitate and promote shared services agreements and which authorizes local school districts and boroughs to enter into an agreement with each other to provide or receive any service which the parties to an agreement are empowered to render within their own jurisdiction; and

**WHEREAS**, the Board desires to contract with the Borough for the provision of two Class II Special Law Enforcement Officers ("SLEO"); and

**WHEREAS** the Board finds a benefit to its students and faculty to have SLEOs assigned to its schools; and

**WHEREAS**, the Borough desires to provide two SLEOs to the Board upon the terms and conditions set forth herein; and

**WHEREAS** the Board and Borough agree that it makes financial sense for the parties hereto to enter into a Shared Services Agreement for the provision of such services; and

**WHEREAS**, the Board and Borough have authorized and approved of this Agreement by resolution duly adopted pursuant to N.J.S.A. 40A:65-5 of the Uniform Shared Services Consolidation Act.

**NOW THEREFORE**, in consideration of mutual promises and covenants of the parties, as set forth below, both the Board and the Borough agree as follows:

**I. Goals and Objectives**

It is understood and agreed that the Board and the Mountainside Police Department share the following goals and objectives with regard to the assignment of the SLEOs to the District's schools.

1. To enhance school security for students and staff throughout the District during the school day, during extracurricular activities held at the schools, such as PTO meetings,

athletic events, dances, plays and concerts, during summer school, and during any other time when students and staff are present at the schools;

2. To act swiftly and cooperatively when responding to major disruptions, crimes and disorderly persons violations at school, such as: trespassers, the possession and use of weapons on school grounds, the illegal use, sale and/or distribution of controlled dangerous substances and similar disturbances;

3. To report serious crimes that occur on school grounds and to cooperate with law enforcement officials in their investigation of crimes that occur at school; and

4. To cooperate with law enforcement officials in their investigations of school-related crimes which occur off school grounds.

## **II. Terms and Definitions**

It is hereby recognized that the SLEOs shall be under the supervision and direction of the Chief of Police of the Borough of Mountainside Police Department or another superior officer designated by the Chief of Police.

The term "Law Enforcement Agency" means a unit of commissioned police officers that is officially authorized or designated by the Borough Police Department to enforce any local, State or Federal law. Under the terms of this Agreement, this includes maintaining physical security and safety within the Mountainside public schools.

All "School security equipment and records", including but not limited to, school surveillance video recordings and school bus videotapes, shall be maintained by the Board.

"Operating School Hours" shall include the time in which a school is normally in session, students are engaged in school related activities under the supervision of professional school staff, or when the school is occupied by the public for any use authorized by the Board.

## **III. Employment and Assignment of Special Law Enforcement Officer**

A. The officers assigned as an SLEO to the District shall be at the discretion of the Chief of Police. The SLEOs will possess the qualities and qualifications necessary in order to accomplish the aforementioned mutual goals and objectives. In the event of problems that may warrant removal or replacement of an SLEO, the Superintendent of Schools shall notify the Chief of Police and may request that such action be taken.

B. The SLEOs shall be hourly employees of the Mountainside Police Department and shall be subject to the administration, supervision and control of the Mountainside Police Department. They shall also be subject to all rules and regulations, policies, orders and directives of the Mountainside Police Department. The SLEOs shall not be an employee of the Board.

C. The Mountainside Police Department shall have the sole power and authority to hire, discharge and discipline the SLEOs.

#### **IV. Duty Hours**

A. The SLEOs shall each provide seven and one half (7.5) hours of on-site security per full day that students and/or staff are in attendance July 1<sup>st</sup> to June 30<sup>th</sup> each year.

B. The SLEOs shall each provide five and one half (5.5) hours of on-site security per half day that students and/or staff are in attendance from September 1<sup>st</sup> to June 30<sup>th</sup> each year.

C. One SLEO shall provide three and one half (3.5) hours of on-site security for twenty (20) identified dates that students and/or staff are in attendance for extended school year programming each summer.

D. The SLEOs shall be on-site to provide security beginning at the following times based upon their assigned location: [REDACTED]

E. In the event a SLEO works less than the hours specified in Paragraphs A and B, for reasons including but not limited to school being closed, holidays and / or illness, the parties will carry over the unused hours. The Board may require the SLEO to make up all hours at a later day and / or time, including the chaperoning of events that occur within the geographic limits of the Borough at the request of the Superintendent. The specific SLEO duty hours, school locations and scheduling of make-up hours shall be set by mutual agreement between the Superintendent or his/her designee and the Chief of Police or his/her designee.

F. Fifty (50) additional evening hours shall be provided to cover school-related events, as requested by the Superintendent of Schools throughout the school year.

G. The SLEOs shall normally work a shift that most efficiently aligns with Operating School Hours. Any services provided in addition to the Operating School Hours must be requested by the Board with the commanding officer at least twenty-four (24) hours prior to the event, except for in the case of emergency. At the request of the Board and with approval from a commanding officer, the SLEOs may work more than their ordinarily scheduled hours.

#### **V. Basic Qualifications of SLEO**

The Mountainside Police Department represents that the SLEOs assigned shall meet the criteria set forth in N.J.S.A. 40A:14-146.10, *et. seq.*

#### **VI. Duties of SLEO**

A. Provide security and surveillance at the school and note and report irregularities, dangerous practices and conditions, accidents, fires and other acts or circumstances requiring police or other action, which may affect the health, welfare and/or safety of the students and/or school personnel.

B. Enforce Federal, State and Local laws and ordinances.

C. Take necessary action as to events specified in Section I. 2. above and report significant action, occurrences and conditions.

D. Conduct investigations of criminal or delinquent activity according to established police department policies and procedures.

E. Warn, detain, cite and/or take into custody violators of the law when necessary and in conformance with New Jersey Statutes, Attorney General Guidelines, and the Memorandum of Agreement between the Board and law enforcement officials.

F. Complete timely and accurate reports in accordance with the requirements of the police department.

G. Assist in the enforcement of traffic and parking laws and regulations on school property and cooperate and assist other public safety officials in traffic control as necessary.

H. Recommend measures to protect school and personal property from damage and theft.

I. Assist school personnel in dealing with emergencies.

J. Supervise security at school activities and public meetings as directed. This Agreement shall not prohibit the Board from contracting for private security at any of the schools or school activities; however, the SLEO nor the Borough Police Department will be responsible for supervising any private security.

K. Assist the principal on matters dealing with the enforcement of child custody orders or domestic violence restraining orders.

L. Serve at all times as a role model to students, demonstrating appropriate attitudes, behavior, courtesy and respect.

M. Maintain a log of activities undertaken in connection with the SLEO assignment and review the log periodically with the Chief of Police, School Superintendent and School Principals pursuant to State statute and Attorney General guidelines.

N. Perform such other related duties as assigned by the Chief of Police or his/her designee.

O. The SLEO will comply with any and all applicable Board Policies, including the Board's policy on harassment, intimidation, or bullying of a student.

P. The parties understand and agree that the SLEO will be under the supervision of the Chief of Police and report to the Chief of Police.

## **VII. Communications**

The SLEOs shall coordinate and communicate with the Superintendent, Business Administrator, and principal or the principal's designee of any school at which he/she may perform duties.

The Superintendent of Schools and the Chief of Police shall maintain open communication concerning the effectiveness of having SLEOs assigned to the District schools. Training the SLEOs shall be required by the Mountainside Police Department to attend periodic training, seminars, re-certifications and in-service training sessions as directed by the Chief of Police or his/her designee. All efforts will be made to avoid this interfering with the SLEOs' responsibilities at the school. The SLEOs should advise school administrators of upcoming absences due to training. The Board shall not be responsible for the costs of any such training, unless previously agreed upon with the Chief of Police.

## **VIII. Dress Code**

A. The SLEOs shall, on the majority of occasions, wear the departmental uniform of the day in order to maintain a visible presence in the schools.

B. In special situations, and with the approval of a commanding officer, the SLEOs may wear a modified uniform as appropriate. Any modified uniform worn by the SLEOs will be consistent with Mountainside Police Department Uniform Policy.

C. The SLEOs shall carry departmental issued firearms at all times while on duty. Firearm carry shall always be in compliance with Mountainside Police Department Firearms Policy.

## **IX. Searches**

The SLEOs shall not be routinely requested to participate in student searches conducted by school officials. The SLEOs may only conduct searches under circumstances where a search by a law enforcement officer is permitted by law.

## **X. School Discipline**

The SLEOs shall not act as a school disciplinarian, as disciplining students is a school responsibility. However, if a principal or other administrator believes an incident may be a violation of the law, the principal may contact the SLEOs, who shall then determine whether law enforcement action is necessary. The SLEOs shall not be used for assigned lunchroom duties or hall monitoring ordinarily assigned to a school employee.

## **XI. Police Vehicle**

The SLEOs may be provided a police vehicle by the Borough while performing the duties herein set forth. The Borough currently has a vehicle available to assign to the SLEOs.

## **XII. Program Funding**

The parties hereby agree that the Board will pay the Borough a total sum of \$105,000 per year, for a period of two (2) years through June 30, 2026 for the two (2) SLEOs subject to the terms of this Agreement. Such payment represents the Board's share of the expenses for the SLEO hours agreed upon in Section IV. of this Agreement, including specifically the regularly scheduled hours per sub-paragraphs A. and B. of Section IV. plus any "make up" hours that accumulated per sub-paragraph C. of Section IV. plus the 50 additional evening hours set forth in sub-paragraph D of Section IV. This amount shall be paid in accordance with Article XIV of this Agreement.

The parties hereby agree that the two (2) SLEOs shall be compensated at a rate of \$35.00 per hour July 1, 2024 – December 31, 2024 with an increase to \$37.50 per hour, beginning on January 1, 2025. The Borough shall not be responsible for compensation and costs if the SLEOs are required to work beyond the hours agreed upon in Section IV. of this Agreement, but rather such compensation and costs shall be the responsibility of the Board.

The parties have agreed that the Mountainside Police Department shall provide coverage without additional cost to the Board:

A. If necessary due to the absence of an SLEO during the regularly scheduled hours per sub-paragraphs A. and B. of Section IV. of this Agreement; and

B. For PTO sponsored events, as requested.

If the Mountainside Police Department is required to provide coverage during periods that do not fall within categories A. and B. above then the Board shall be responsible for reimbursing the Borough for the costs thereof.

## **XIII. Accounting and Payment.**

1. Compensation by the Board for services set forth in Section IV. of this Agreement shall be invoiced by the Borough and paid by the Board in 10 equal installments beginning on September 30, 2023. Compensation for services beyond those set forth in Section IV. of this Agreement shall be invoiced by the Borough and paid by the Board on a monthly basis.
2. Before the expiration and/or termination of this Agreement any outstanding amounts due shall be paid in full.

## **XIV. Term of Agreement**

This Agreement shall be in effect for the period ending June 30, 2024. This Agreement may be extended upon mutual agreement of the parties in writing.

## **XV. Insurance and Indemnification**

A. GENERAL LIABILITY. The Board shall maintain insurance in the amount of \$5,000,000 per occurrence/annual aggregate for bodily injury liability and property damage liability, and include the Borough as an additional insured for the time during which the SLEOs, Borough hourly employees, are working in the District.

B. AUTO LIABILITY/PHYSICAL DAMAGE. As the SLEOs will be Borough hourly employees driving a Borough vehicle from the Borough's Police Department to the District, the Borough shall provide maintain insurance in the amount of \$5,000,000 in auto liability for its vehicle, and include the Board as an additional insured.

C. WORKERS COMPENSATION. The SLEOs will be hourly employees of the Borough. As such, the Borough shall be responsible for maintaining Workers Compensation and Employers Liability.

D. Evidences of the above-referenced insurance policies shall be provided to the other party.

E. The parties hereby agree to mutually indemnify and hold each other and its current and future board members, agents, servants, employees and administrators, harmless for the negligent or intentional acts of the indemnifying party.

#### **XVI. Authorization**

Each party represents that the execution, delivery and performance of this Agreement has been authorized by its respective governing body, does not require any consent, approval or referendum of the voters, and does not violate any judgment, order, law or regulation applicable to either party.

#### **XVII. Termination**

Either party may terminate this Agreement at any time upon thirty (30) days written notice to the other party.

#### **XVIII. Miscellaneous**

##### **A. Entire Agreement**

This agreement constitutes the entire agreement and understanding between the parties in relation to its subject matter and supersedes all previous and contemporaneous agreements, understandings, representations and warranties between the parties.

##### **B. Severability**

If any term or condition of this Agreement, or any application of this Agreement shall be determined to be contrary to the laws, rules, or regulations of the State of New Jersey, or of the United States, such term or condition, or application shall be deemed to be invalid, but all other

terms and conditions and application shall continue in full force and effect.

### **C. Governing Law**

This Agreement and any questions concerning its validity, construction or performance shall be governed by the laws of the State of New Jersey.

### **D. Notice**

Any notice or consent required or permitted hereunder shall be in writing and shall be delivered to the other party by registered or certified mail, return receipt requested, and addressed to the party as set out below or to such other address as the party may have specified by notice given in writing to the other party.

MOUNTAINSIDE BOARD OF  
EDUCATION  
1497 Woodacres Drive  
Mountainside, NJ 07092

BOROUGH OF MOUNTAINSIDE  
Municipal Building  
1385 U.S. Highway 22 East  
Mountainside, NJ 07092

### **E. Modifications**

This Agreement may not be amended, altered or modified in any manner except in writing executed by the parties hereto.

### **F. Headings**

This section and any other headings contained in this agreement are for reference only and shall not affect the meaning and interpretation of this Agreement.

### **G. Waiver**

It is understood and agreed by the parties that a failure or delay in the enforcement of any of the provisions of this Agreement by either of the parties shall not be construed as a waiver of those provisions.

### **H. Public Inspection and Filing**

A copy of this Agreement shall be filed, for informational purposes, with the Division of Local Government Services in the Department of Community Affairs, pursuant to rules and regulations promulgated by the Director, in accordance with N.J.S.A. 40A:65-4(b).

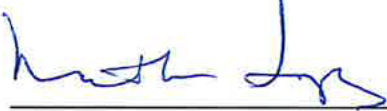
### **I. Subject to Board Approval**


This Agreement is subject to approval of the Board. Upon such approval, the Board President, or their designee, is authorized to sign the Agreement on behalf of the Board.



IN WITNESS WHEREOF, the Board and the Borough have caused their respective corporate seals to be hereunto affixed hereto and attested and this Agreement to be signed by their respective officers duly authorized and this Agreement to be dated as of the day and year first above written.

**BOROUGH OF MOUNTAINSIDE**

  
\_\_\_\_\_  
Martha Lopez, Borough Clerk

  
\_\_\_\_\_  
Paul Mirabelli, Mayor

**MOUNTAINSIDE BOARD OF EDUCATION**

  
\_\_\_\_\_  
Vivian Pupo, President

  
\_\_\_\_\_  
Janet Walling, Superintendent

  
\_\_\_\_\_  
Dana Sullivan, Interim Business Administrator/Board Secretary