

**SPECIAL LAW ENFORCEMENT OFFICERS SHARED SERVICES AGREEMENT BETWEEN THE
BOROUGH OF ROSELLE PARK AND THE ROSELLE PARK BOARD OF EDUCATION**

INTRODUCTION

This shall be a Shared Services Agreement ("Agreement"), entered into on the 5th day of December, 2024 between the Borough of Roselle Park ("Borough"), a body corporate and politic existing under the laws of the State of New Jersey having its principal offices located at 110 East Westfield Avenue, Roselle Park, New Jersey 07204 and the Roselle Park Board of Education ("BOE" or "Board"), a body corporate and politic existing under the laws of the State of New Jersey having its principal offices at 510 Chestnut Street, Roselle Park, New Jersey 07204.

WITNESSETH:

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

WHEREAS, the Borough and the BOE desire to enter into the foregoing Agreement to provide for a Special Law Enforcement Officers Program ("SLEO Program") for the schools in the Roselle Park School District (the "Schools"); and,

WHEREAS, the Board and the Borough both recognize the potential benefits of this program to the students and staff of the Roselle Park Public School District; and,

NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

I. Goals and Objectives.

It is understood and agreed that the BOE and the Borough officials share the following goals and objectives with regard to the SLEO Program in the Schools:

- a) To provide for occupant safety and building security.
- b) To work in conjunction with District and building administration to develop a schedule for Special Law Enforcement Officers, both Class II and Class III organized under the laws of the laws of the State of New Jersey, ("SLEOs") to attend activities held at schools, while on duty, during the school day.
- c) To act swiftly and cooperatively when responding to disruptions and criminal offenses at school.
- d) To work within the Department's established Chain of Command to thoroughly investigate all offenses and crimes.
- e) To cooperate with other law enforcement officials in their investigations of criminal offenses which occur off campus.

II. Officer Employment and Assignment.

SLEOs shall be employees of the Borough, not the BOE, and shall therefore be subject to the administration, supervision and control of the Police Department, and more specifically, the Chief of Police or his/her designee.

- a) SLEOs shall be appointed for a term not to exceed one (1) year by the governing body of the Borough.
- b) The Borough shall select the officers that shall serve as SLEOs as part of the SLEO Program pursuant to the following process:
 - i. The officer must meet the criteria established by law to serve in this capacity.
 - ii. The officer shall be appointed as a SLEO by the Borough's governing body and selected for the program by the Chief of Police in consultation with the Superintendent.
- c) Items to consider for purposes of selection of officers for this program shall include the following factors, as well as any additional factors identified by the Chief of Police:
 - i. Sufficient knowledge of the applicable Federal and State laws, municipal and County ordinances, and Board of Education policies and regulations;
 - ii. Capable of conducting in depth criminal investigations;
 - iii. Even temperament and ability to set a good example for students;
 - iv. Communication skills that would enable the officer to function effectively within the school environment.
- d) The Parties agree and acknowledge that the Borough shall furnish sufficient personnel to provide SLEOs at the Schools on all school days for 8 hours per day, or as otherwise required should the Schools be operating on a half-day or otherwise modified schedule. It is understood and agreed that a sufficient number of officers will need to be hired by the Borough to ensure that each post is covered on a daily basis.
- e) The schedule and specific duties for SLEOs shall be prepared by the BOE in accordance with the needs and objectives of the BOE in consultation with the Chief of Police or their designee.
- f) Nothing within this Agreement shall preclude or interfere with the authority and powers of the Chief of Police in the management of the SLEOs, as they will be subject to all other personnel policies and practices of the Police Department, which includes the right of the Chief of Police to make all personnel decisions related to these positions, with input from the Superintendent.
- g) Nothing in this Agreement prevents the Superintendent from providing feedback to the Chief of Police regarding the SLEO Program.
- h) Nothing within this Agreement shall preclude the Chief of Police from reassigning individual police officers at the discretion permitted by law and Borough Ordinances, as needed.

III. Duties of SLEOs.

While SLEOs are employees of the Borough and are subordinate to the Chief of Police and their designees, the SLEOs shall adhere to the following:

- a) SLEOs shall not refuse any reasonable request made by a school official if the duty is consistent with this agreement.

- b) SLEOs shall contact the BOE SLEO coordinator or a police supervisor for guidance if a request appears to be in conflict with this agreement, their duties as a sworn law enforcement officer, or the mission of the Borough and/or Police Department.
- c) SLEOs are responsible for security in their assigned school, and shall work in cooperation with school officials and with the Superintendent or their designee, in the performance of the SLEO's job duties, which may include the following:
- i. Provide security and surveillance of the areas assigned, note and report irregularities, dangerous practices and conditions, accidents, fire hazards and other acts or circumstances, requiring police or other action, which could affect the health and welfare of students and school personnel.
 - ii. Take necessary action as to trespassers, suspicious persons and conditions, and report significant action, occurrences, and conditions.
 - iii. Conduct investigations of criminal or delinquent activity or report these incidents according to established Police Department policy, procedures, and guidelines established by the National Association of School Resource Officers (NASRO).
 - iv. Conduct investigations of offenses occurring off school property, provided such investigations relate to students attending the school to which the officer is assigned.
 - v. Warn, detain, cite, or take into custody violators of the law when necessary.
 - vi. Testify in court, and other hearings as needed.
 - vii. Complete timely and accurate reports in accordance with the requirements of the Police Department.
 - viii. Enforce traffic and parking laws and regulations on school property and coordinate with the Police Department and assist (or request assistance from) other public safety officials in traffic control and enforcement, as necessary.
 - ix. Recommend measures to protect school and personal property from damage and theft.
 - x. Assist school personnel in dealing with emergencies.
 - xi. Coordinate activities with the principal and staff.
 - xii. Upon request, the officer may attend faculty meetings.
 - xiii. Upon request, the officer may attend conferences between school personnel and parents regarding either individual students, or general security concerns.
 - xiv. Always serve as a role model to students by demonstrating appropriate attitude, behavior, courtesy, and respect.
 - xv. Perform such other related duties as assigned by the Chief of Police and/or the Superintendent of Schools.
- d) SLEOs may assist the Juvenile Detective and other regular, full-time police officers with the following duties:
- i. Assisting in truancy investigations.
 - ii. Advise the principal on matters dealing with the proper handling and security of money, personal possessions, and valuable property.
 - iii. Assist the principal on matters dealing with the enforcement of child custody orders or domestic violence restraining orders.
 - iv. Coordinate the sharing of delinquency information between the school and the Police Department, as provided for by N.J.S.A. 2A-60.
 - v. Assist with Megan's Law notifications received by the school, as directed by the County Prosecutor.

- vi. Provide assistance in programs for peer mediation and peer leadership.
- vii. Be available to teachers and parents as a referral resource.
- viii. Assist with training of school security personnel.

IV. Chain of Command.

SLEOs are employees of the Borough through its Police Department and shall therefore be subject to the chain of command set forth in the Police Department Policies and Procedures Manual. In the performance of their duties, the SLEOs shall communicate with the building administrator of each school.

V. Training and Briefing.

SLEOs shall be required to complete the 40-hour basic course for School Resource Officers and School Administrators, as well as attend periodic seminars, recertification, meetings, and in-service training sessions as directed by the Chief of Police. All efforts will be made to coordinate such activities to avoid interference with the SLEO's responsibilities at school. The Borough shall ensure that the SLEO's receive the necessary background checks, psychological and medical exams/evaluations, including urinalysis, and complete the 40-hour SRO course (said course shall be completed within the first year of hire).

VI. Uniforms and Equipment.

- a) SLEOs shall wear a soft uniform while on duty. Police identification shall always be displayed.
- b) SLEOs shall carry weapons as authorized by the Chief of Police.
- c) All other Police-related equipment required by Department policy will be carried, stored, and handled in an appropriate manner in accordance with Department policies (i.e. police radio, cell phone, handcuffs, OC spray, etc.).

VII. Compensation.

- a) \$37.00 per hour per officer.
- b) The Chief of Police and the Superintendent shall, during the duration of this Agreement, continually assess the need for additional officers, depending upon the security needs of the School District. In the event that the Chief of Police and Superintendent determine that additional posts are required beyond those established herein, those posts may be established administratively and without the need to amend this Agreement, with the actual salary costs for such additional posts borne by the BOE irrespective of the provisions of Section 7(a).
- c) The BOE shall bear the cost of the initial equipment and uniform purchases for each SLEO. Each officer shall be provided with:
 - 1. Class C Shirts - 2 long-sleeved, 2 short-sleeved;
 - 2. 3 pairs of Class C pants;
 - 3. Winter coat;
 - 4. Raincoat;
 - 5. Baseball cap;

6. Badge; and
 7. Web gear to include belt and under-belt, holster, handcuffs and case, ASP and holder, OC spray and holder, magazine pouch, portable radio holder, tactical medical bag and APR mask and filters.
- d) The following costs associated with the initial hire and ongoing education of SLEOs associated with the SLEO Program will also be incurred by the Board of Education:
1. Psychological Evaluation;
 2. Medical Examination;
 3. Urinalysis;
 4. SRO Course; and,
 5. Time for training associated with this Agreement.
- e) The Borough shall invoice the BOE for compensation that is due and owing under this Agreement on a monthly basis, and the BOE shall pay the Borough for same on a monthly basis.

VIII. Searches.

The SLEOs shall not be routinely requested to participate in student searches conducted by school officials. School officials may search a student based upon reasonable suspicion. A law enforcement officer must meet the more stringent requirement of probable cause. SLEOs may conduct searches under circumstances where a search by a law enforcement officer is permitted by law.

IX. Transporting Students.

As a matter of routine business, SLEOs will not transport students. Transportation of students, as required, shall be done by a regular, full-time police officer. In the rare instances where it may be necessary for a student to be transported by a SLEO, such transport shall be conducted in accordance with Police Department policy.

X. Communication and Evaluation.

The Superintendent and Chief of Police shall maintain open communication concerning the progress and effectiveness of the program. Assessment of the progress and effectiveness of the program shall be based upon mutually accepted metrics. The school shall also designate an administrator to act as a liaison to the SLEOs.

XI. Office Space.

The Board shall provide the SLEOs with office space that will be properly locked and secured and will provide a location to securely store weapons and ammunition. The SLEOs shall also be provided with access to a computer.

XII. Duration and Effectiveness of Agreement.

This Agreement shall be effective as of November 1, 2024 and shall continue in effect until June 30, 2026.

- a) This Agreement shall not be extended orally, and it is expressly understood that this Agreement shall expire on the date indicated unless extended in writing, and by approval of a resolution by the Borough of Roselle Park and the Board of Education.

- b) The BOE and the Borough shall commence any meeting to discuss a successor agreement no later than ninety (90) days prior the expiration of this Agreement.
- c) The BOE and the Borough agree that either party may choose not to enter into a successor agreement if they determine doing so would not be in their best interest.

XIII. Termination.

Either Party may terminate this Agreement, with or without cause, upon giving the other Party not less than one year's advanced notice, in writing, that the Agreement will be terminated. Such notice shall specify the date of termination. ("Termination Date"). At the Termination Date, this Agreement shall become null and void and each Party shall be relieved of any further obligations thereunder, except as to paragraph XV, subparagraph h. which shall survive termination of the Agreement as to any matter arising out of the Agreement's performance which occurred prior to the Termination Date.

XIV. Miscellaneous.

- a) Representatives. Each Party agrees that, to the fullest extent permitted by Applicable Law, it shall at all times during the term of this Agreement be organized and structured in a manner such that it can be bound with respect to any matter affecting this Agreement by the signature of one individual acting as such Party's representative. Upon any Party's request made from time to time by notice to another Party, such Party shall within ten days provide the other Party with notice of the name and address of such Party's representative. Each Party agrees that its representative will be reasonably available as needed to enable such Party to perform its obligations under this Agreement and that, to the extent permitted by Applicable Law, such Party's representative will have full power to bind such Party as to any matter relating to this Agreement.
- b) Change of Representative. Nothing in this Section shall be deemed to prevent a Party from replacing such Party's representative from time to time, by written notice to the other Parties.
- c) Representatives of the Parties.
 - i. Borough of Roselle Park designates the following individual as its initial representative for purposes of this Agreement:

Andrew J. Casais, Borough Administrator

- ii. The Roselle Park Borough Board of Education designates the following individual as its initial representative for purposes of this Agreement:

Patricia Gois, Superintendent of Schools

XV. Further Assurances.

- a) Each Party agrees to execute and deliver such further documents, and perform such further acts, as may be reasonably necessary to achieve the intent of the Parties with respect to this Agreement. Without limiting the generality of this paragraph, upon request at any time or from time to time any Party hereto shall execute and deliver to the other, additional counterparts of this Agreement or any related documents, provided such additional counterparts are prepared at the expense of the Party requesting them.

- b) **Applicable Law.** This Agreement shall be construed in accordance with and governed by the internal laws (without reference to choice or conflict of laws) of the State of New Jersey.
- c) **No Third-Party Beneficiaries.** No person or entity other than the Parties shall have any right, benefit or obligation under this Agreement as a third-party beneficiary or otherwise.
- d) **Interpretation.** This Agreement shall be interpreted in accordance with its fair meaning and shall not be interpreted in favor of any particular Party. No inference in favor of or against any Party shall be drawn from the fact that such Party has drafted any portion of this Agreement. Each of the Parties has participated substantially in the negotiation, drafting and revision of this Agreement with representation by counsel and/or such other advisers as they have deemed appropriate.
- e) **Amendments and Waivers.** This Agreement may only be amended in a writing signed by the Parties. Any provision of this Agreement may only be waived in a writing signed by the Party against whom the waiver is to be effective.
- f) **Counterparts.** This Agreement may be executed in counterparts, each of which shall constitute an original of this Agreement but all of which, together, shall constitute one and the same instrument. Signature pages may be detached from the counterparts and attached to a single copy of this Agreement to physically form one document.
- g) **Venue:** Any dispute under this Agreement shall be decided in the Superior Court of New Jersey, Union County.
- h) **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.

BOROUGH OF ROSELLE PARK

ROSELLE PARK SCHOOL DISTRICT




 Joseph Signorello III, Mayor




 Paul Baiamonte, Board President



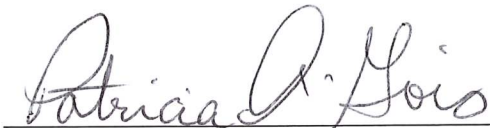
 Andrew J. Casais, Business Administrator



 Patricia Mawer, Business Administrator



 Dominick Frino, Chief of Police



 Patricia Gois, Superintendent of Schools

December 5, 2024

Date

 Date