

**SHARED SERVICES AGREEMENT  
BY AND BETWEEN**

**SCOTCH PLAINS FANWOOD BOARD OF EDUCATION  
512 Cedar Street Scotch Plains, New Jersey 07076**

**-and-**

**TOWNSHIP OF SCOTCH PLAINS  
430 Park Avenue Scotch Plains, New Jersey 07076**

**THIS AGREEMENT** made this \_\_\_\_\_ day of \_\_\_\_\_, 2024, by and between the Scotch Plains Fanwood Board of Education (hereinafter referred to as "Board"), and the Township of Scotch Plains (hereinafter referred to as the "Township");

**WHEREAS**, Board and Township are interested in entering into an Interlocal Services Agreement for the purpose of sharing the services of a Class II or Class III Special Officer ("Officer"); and

**WHEREAS**, the Board and Township have agreed that the Board will pay for the Special Officers on a part time basis, at an hourly rate; (not to exceed the limit on hours worked weekly where the officer would qualify for healthcare by law);

**NOW THEREFORE**, it is hereby agreed by and between the parties as follow:

**1. Services**

The Township, through its police department, shall assign a Class II or III Special Law Enforcement Officer (SLEO) who will serve as security for the Scotch Plains Fanwood Public Schools. If Class II SLEO are hired, instead of Class III SLEO, they will also receive School Resource Officer (SRO) training, the same that is required of Class III SLEO, and the SLEO II's hired for school security will preferably be retired law enforcement officers for the State of New Jersey or New Jersey State Police. At all times during the assignment the Officer shall be a Township employee, will work under the rules and regulations of the Township's police department, the Township of Scotch Plains, and the policies and regulations of the Board when present on school grounds.

The Officer shall report directly to the Township Chief of Police and while on school grounds shall work in cooperation with the building administration and the Superintendent of Schools.

**2. Schedule of Services**

The Officer shall provide services to the Board for approximately 25 to 35 hours per week on average for the year, while school is in session under a schedule to be mutually determined by the Township's Police Chief and the Board's Superintendent of Schools.

### **3. Cost of Services**

The Board of Education agrees to be responsible for all salary costs for the Officer. The Township agrees to be responsible for all other costs including but not limited to training, uniforms, weapons, vehicles, etc.

\$37.50/hr. starting July 1, 2024

\$40.00/hr. starting July 1, 2025

### **4. Duration**

This Agreement shall cover the school year 2024-2025 and 2025-2026.

Any future Agreements shall be renewed bi-annually, and appointments of SLEO's shall be done annually in accordance with NJ Law.

Any renewal of the Agreement shall be in writing and approved by each party by formal resolution before becoming effective.

### **5. Indemnification and Insurance**

Each party assumes all liability for, and agrees to indemnify and hold the other party and its agents, servants, employees, students, guests, licensees and invitees, harmless from and against any and all claims, losses, damages, injuries and expenses, including reasonable attorney's fees, arising out of, resulting from, or incurred in connection with, any acts or omissions by the party, its agents, servants or employees related to the performance of its obligations under the terms of this Agreement.

Both parties shall maintain full and complete liability insurance, in limits not less than the maximum amounts of liability coverage now maintained by each party, throughout the term of this Agreement and cause the other party to be designated on its policy as an additional insured.

### **6. Modification**

This Agreement may only be modified by an instrument in writing signed by both parties to the Agreement.

### **7. Severability**

If any of the provisions contained in this Agreement are held illegal, invalid or unenforceable, the remaining provisions shall remain in full force and effect.

### **8. Termination**

This agreement may be terminated by either party giving the other party thirty (30) days written notice.

**9. Governing Law**

This Agreement shall be governed, construed and interpreted in accordance with the law of the State of New Jersey. Specifically, this agreement is entered into pursuant to N.J.S.A.40A:65-1 et seq.

**10. Assignment**

Neither party may transfer or assign any of its rights or obligations under this Agreement without the prior written consent of the other, and any such transfer or assignment or attempt thereat shall be null and void.

**11. Counterparts**

This Agreement may be executed in any number of counterparts, which, taken together, shall constitute but one instrument. It is not necessary that all parties sign all or any one of the counterparts, but each party must sign at least one counterpart for the Agreement to be effective.

**IN WITNESS WHEREOF**, the parties have hereunto caused these presents to be signed by their proper corporate officers and caused their proper corporate seals to be hereunto affixed, the day and year first above written.

**ATTEST:**

**SCOTCH PLAINS FANWOOD  
BOARD OF EDUCATION**

By: Christopher Jones  
Christopher Jones, Business Administrator/  
Board Secretary

BY: Evan Murray  
Evan Murray, President

**TOWNSHIP OF SCOTCH PLAINS**

By: \_\_\_\_\_  
Joshua Losardo, Mayor

BY: \_\_\_\_\_  
Bozena Lacina, Township Clerk