

SHARED SERVICES AGREEMENT
between the
KENILWORTH BOARD OF EDUCATION
and the
BOROUGH OF KENILWORTH

THIS SHARED SERVICES AGREEMENT (hereinafter "Agreement") is made on this 18 day of June, 2024 by and between the KENILWORTH BOARD OF EDUCATION (hereinafter "Board of Education" or "District"), and the BOROUGH OF KENILWORTH (hereinafter "Borough").

WHEREAS, N.J.S.A. 40A:14-146.10, *et. seq.* establishes a new category of special law enforcement officer trained and authorized to provide security in New Jersey's public schools known as a Class III Special Law Enforcement Officer ("SLEO"); and

WHEREAS, the Borough, through the adoption of an Ordinance establishes the terms and procedures for the appointment of special law enforcement officers, including a Class III SLEO; and

WHEREAS the Board of Education finds a benefit to its students and faculty to have a SLEO assigned to its schools and will be responsible for all costs of having such an officer be assigned to the District; and

WHEREAS the Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-1 *et seq.*, permits and provides for a mechanism for contracting between local units by entry into a Shared Services Agreement; and

WHEREAS the Board of Education 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 of Education and Borough agree that their mutual public purposes and best interests will be promoted by the execution and delivery of this Shared Services Agreement pursuant to the powers conferred by the Uniform Shared Services and Consolidation Act.

NOW THEREFORE, in consideration of mutual promises and covenants of each to the other, and for other good and valuable consideration, the parties do hereby agree as follows:

I. Goals and Objectives

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

1. To enhance school security for students and staff throughout the District during the school day and during extracurricular activities held at the schools, such as PTO meetings, athletic events, dances, plays and concerts;
2. To act swiftly and cooperatively when responding to major disruptions and flagrant criminal offenses at school, such as: disorderly conduct, 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;
4. To cooperate with law enforcement officials in their investigations of school-related criminal offenses which occur off school grounds.

II. Terms and Definitions

As used in this Agreement:

As enacted by the Senate and General Assembly of the State of New Jersey (P.L.2016, Chapter 68 – S86) “Class Three Special Law Enforcement Officers” (SLEO) have been established under New Jersey Title 40A:14-146.14 et seq. Regulations highlighted from the legislation include the following:

- The Class Three Special Law Enforcement Officers shall be appointed by the Mayor subject to Borough Ordinance and the laws of the State of New Jersey.
- A SLEO shall be under the supervision and direction of the Chief of Police or another superior officer designated by the Chief of Police.
- SLEO personnel are not members of the regular police force and their powers and duties shall cease at the expiration of the term for which appointed.
- SLEOs may be appointed for terms not-to-exceed one year.
- SLEOs have the same authority and duties as regular, full-time police officers while providing school security *only* and have no law enforcement authority outside school grounds.

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 the physical security and safety within the Kenilworth 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 of Education and made available to the Kenilworth Police Department pursuant to appropriate legal process.

A separate agreement is required to share live video feeds with police if available, however, this does not apply to access of previously recorded or archived video.

"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 nonpublic use.

III. Employment and Assignment of Special Law Enforcement Officer

A. The officer assigned as an SLEO to the District shall be at the discretion of the Chief of Police. The SLEO 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 the SLEO, the Superintendent of Schools shall notify the Chief of Police and may request that such action be taken.

B. The SLEO shall be an hourly employee of the Kenilworth Police Department and shall be subject to the administration, supervision and control of the Kenilworth Police Department. He/she shall also be subject to all rules and regulations, policies, orders and directives of the Kenilworth Police Department.

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

IV. Duty Hours

A. The SLEO shall 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 of Education with the commanding officer at least twenty-four (24) hours prior to the event, except for in the case of emergency. At the discretion of a commanding officer, the SLEO may work more than his/her ordinarily scheduled hours. Any work by the SLEO beyond forty (40) hours a week will require payment of time and a half by the Board of Education.

B. The specific SLEO duty hours and school locations shall be set by mutual agreement between the Superintendent or his/her designee and the Chief of Police or his/her designee.

V. **Basic Qualifications of SLEO**

The Kenilworth Police Department represents that the SLEO assigned shall meet the criteria set forth in N.J.S.A. 40A:14-146.10, *et. seq.* or shall be currently enrolled in the required classes as maybe required for the 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 trespassers, suspicious persons and conditions, 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 of Education 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 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. Assist with Megan's Law notifications received by the school, as directed by the County Prosecutor.

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

N. Report activities undertaken in connection with the SLEO assignment and review periodically with the Chief of Police, School Superintendent, School Safety Specialist and School Principal pursuant to State statute and Attorney General guidelines.

O. Perform such other related duties as assigned by the Chief of Police or his/her designee. The parties understand and agree that the SLEO will be under the supervision of the Chief of Police or his/her designee and report to the Chief of Police or his/her designee.

VI. Communication between SLEO and the School; and the Superintendent and the Chief of Police

The SLEO shall coordinate and communicate with the Superintendent 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 an SLEO assigned to the District schools.

VII. Training

The SLEO shall be required by the Kenilworth 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 if required to maintain certification as an SLEO. All efforts will be made to avoid this interfering with the SLEO's responsibilities at the school. The SLEO should advise school administrators of upcoming absences due to training.

VIII. Dress Code

A. The SLEO shall, on the majority of occasions, wear the departmental uniform of the day in order to maintain a visible presence in the schools, unless the Police Chief directs otherwise.

B. In special situations, and with the approval of a commanding officer, the SLEO

may wear plain clothes or a modified uniform as appropriate. Any modified uniform or plain clothes uniform worn by the SLEO will be consistent with Kenilworth Police Department Uniform Policy.

C. The SLEO shall carry departmental issued firearms at all times while on duty and on school property. Firearm carry shall always be in compliance with Kenilworth Police Department Firearms Policy.

IX. Searches

The SLEO shall not be routinely requested to participate in student searches conducted by school officials. The SLEO may only conduct searches under circumstances where a search by a law enforcement officer is permitted by law. The SLEO will independently determine if probable cause exists and if a warrant is necessary before conducting the search.

X. School Discipline

The SLEO 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 or administrator may contact the SLEO, who shall then be consulted to independently determine if a violation of the law has occurred.

XI. Police Vehicle

The SLEO may be provided a police vehicle by the Borough while performing the duties herein set forth at additional cost to the school.

XII. Office Space

The school shall provide the officer with a telephone and secure office space where students can meet and speak privately with the officer. The office space must include a computer and printer with an internet connection, a desk with a desk chair, two guest chairs, a lockable filing cabinet and office supplies. The office must be able to be properly locked and secured.

XIII. Program Funding

All costs associated with the compensation, required special training for SLEO officers and salary of the SLEO under this Agreement, shall be the responsibility of the Board of Education. Such expenditures and salary shall be paid by the Borough and reimbursed by the Board of Education on a monthly basis. The parties hereby agree that the SLEO shall be compensated at a rate of \$32.00 per hour, with any overtime beyond 40 hours per week being compensated at a rate of time and a half. The Board will reimburse the Borough for any additional costs associated with any

services provided by the SLEO or other police officer beyond the Operating School Hours. If this Agreement is extended by the parties, the funding terms herein shall apply to each year hereinafter extended with the express understanding that the SLEO must first be reappointed by the Borough and the same individual may not be supplied to the Board at the time of renewal.

XIV. Accounting and Payment.

1. Compensation by the Board of Education for services outlined within this Agreement shall be invoiced by the Borough and paid by the Board of Education on a monthly basis. Billing shall itemize date, hours, event worked by the SLEO.
2. Any hours worked by SLEO outside this Agreement or other Borough police officer shall be invoiced separately pursuant to applicable Borough Ordinances.
3. All outstanding amounts due shall be paid in full by the Board within 60 days.

XV. Term of Agreement

This Agreement shall be in effect for the period of September 1, 2024 through June 30, 2025. This Agreement may be extended upon mutual agreement of the parties in writing.

XVI. Insurance and Indemnification

A. GENERAL LIABILITY. The Board of Education 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 SLEO, a Borough hourly employee, is working in the District.

B. AUTO LIABILITY/PHYSICAL DAMAGE. As the SLEO will be a Borough hourly employee 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 which is to cover auto physical damage, and include the Board of Education as an additional insured.

C. WORKERS COMPENSATION. The SLEO will be a part-time, hourly employee 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. INDEMNIFICATION/HOLD HARMLESS. The parties shall fully and timely

cooperate with each other in defending any claim made that arises from the duties of the SLEO. The parties shall mutually indemnify and hold each other harmless from all claims, including attorney's fees and costs, arising out of performance of duties by SLEO pursuant to the terms of this Agreement. Neither party shall have any obligation or duty to reimburse or pay any expenditure incurred by the other's insurance carrier, including that of attorney fees.

XVII. 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.

XVIII. Termination

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

XIX. 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. 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.

KENILWORTH BOARD
EDUCATION
426 Boulevard
Kenilworth, NJ 07033

BOROUGH OF KENILWORTH
Municipal Building
567 Boulevard
Kenilworth, NJ 07033

And a copy shall also be directed to the attorney for the party.

C. Modifications

This Agreement may not be amended, altered or modified in any manner except in writing

executed by the parties hereto.

D. 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.

E. Invalid Clause

The invalidity of any clause contained herein shall not render any other provision invalid and the balance of the Agreement shall be binding upon all parties hereto.

F. 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.

G. Force Majeure.

If an event beyond the control of either party occurs which prevents or substantially reduces that party's ability to comply with any obligation under this agreement, then the party shall be relieved of performance.

IN WITNESS WHEREOF, we do hereby agree to the within on date set forth herein above.

BOROUGH OF KENILWORTH

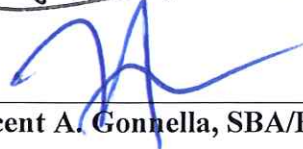

Borough Clerk or Designee


Linda Karlovitch, Mayor

KENILWORTH BOARD OF EDUCATION


Michelle Panichi, President


Kyle Arlington, Superintendent


Vincent A. Gonnella, SBA/BS

KENILWORTH BOARD OF EDUCATION

June 18, 2024

RESOLUTION

Class III SLEO Agreement

RESOLUTION #6: Be It Resolved, That the Kenilworth Board of Education approves the Agreement between the Kenilworth Board of Education and the Borough Council of Kenilworth for the services of a Class III Special Law Enforcement Officer Agreement for the 2024-2025 school year.

MOTION MADE BY: Anthony Laudati SECONDED BY: Robert Beiner

PASSED: (8-0-1)

Voting yes was: Beiner, David, Ferreira, Haberthur, Laudati, Tears, Panichi, and Zimmerman

Voting no was:

Abstaining was: Drogon

Absent was:

I certify the foregoing to be a true and correct abstract of a resolution regularly passed at a meeting of the Board of Education of the Borough of Kenilworth held on June 18, 2024, and in that respect is a true and correct copy of its minutes.



Vincent A. Gonnella
Secretary to the Board
Kenilworth Board of Education

**RESOLUTION
KENILWORTH, NJ**

WHEREAS, N.J.S.A. 40:65-1, et seq., known as the "Uniform Shared Services and Consolidation Act," authorizes two or more local units to enter into an agreement for shared services known as a Shared Services Agreement for the provision of municipal services (the "Agreement"); and

WHEREAS, the Borough of Kenilworth and the Kenilworth Board of Education wish to enter into a Shared Services Agreement for the Borough to provide Class III Special Law Enforcement Officers (SLEO) within the Kenilworth school system for the 2024/2025 school year to enhance school security for the Borough's students and staff throughout the District during the school day and during extracurricular activities held at the schools, such as PTO meetings, athletic events, dances, plays and concerts; and

WHEREAS, the Kenilworth Board of Education agrees reimburse the Borough of Kenilworth for all costs associated with the compensation and salary of Class III SLEOs, as provided in the SLEO agreement, section XIV; and

WHEREAS, the Kenilworth Board of Education and the Borough entered into a similar shared services agreement for the 2023/2024 school year and that agreement has since expired; and

WHEREAS, the Parties now wish to enter into a new Shared Services Agreement with each other; and

WHEREAS, the Board of Education and Borough agree that their mutual public purposes and best interests will be promoted by the execution and delivery of this Shared Services Agreement pursuant to the powers conferred by the Uniform Shared Services and Consolidation Act.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Borough of Kenilworth, County of Union, State of New Jersey, as follows:

1. The Borough endorses undertaking a shared services agreement with the Board of Education to provide Class III Special Law Enforcement Officers (SLEO) within the Kenilworth school system for the 2024/2025 school year.
2. The Mayor and/or her designee is hereby authorized to take necessary actions to facilitate the Borough's participation in this Agreement including the appointment of the following Class III Special Law Enforcement Officers effective September 1, 2024 through August 31, 2025 at a rate of \$32.00 per hour, with any overtime beyond 40 hours per week being compensated at a rate of time and a half, pursuant to N.J.S.A. 40A:14-146.14, et seq.


**RESOLUTION
KENILWORTH, NJ**

William Hannon, Sr.
46 Dorset Dr.
Kenilworth, NJ 07033

Anthony Giacalone
510 Richfield Ave.
Kenilworth, NJ 07033

3. The Borough's aforementioned appointment of the above Class III Special Law Enforcement Officers is subject to the rules as set forth by the Police Training Commission (PTC).
4. The within Resolution and subject Agreement shall be maintained on file and available for public inspection in the office of the Borough Clerk.
5. A copy of this Resolution be forwarded to the Division of Local Government Services pursuant to N.J.S.A. 40A:65-4(b).
6. This Resolution shall take effect immediately upon passage and publication in accordance with the law, if required.

I hereby certify that the above Resolution was adopted by the Borough Council of the Borough of Kenilworth at a Meeting held on August 21, 2024.


 Angela Lazzari, RMC
 Borough Clerk

	Moved	Seconded	AYE	NAY	ABSTAIN	ABSENT
BOYLE	✓		✓			
FINISTRELLA						✓
GIORDANO PICERNO		✓	✓			
MAURO						✓
SCORESE			✓			
ZIMMERMAN			✓			
MAYOR KARLOVITCH						