

SHARED SERVICES AGREEMENT

BY AND BETWEEN

MORRIS CATHOLIC HIGH SCHOOL

whose address 200 Morris Avenue
Denville, New Jersey 07834

-and-

TOWNSHIP OF DENVILLE

1 St. Mary's Place
Denville, New Jersey 07834

THIS AGREEMENT made this ____ day of _____, 2023, by and between Morris Catholic High School (hereinafter referred to as "MCHS"), and the Township of Denville (hereinafter referred to as the "Township");

WHEREAS, MCHS and Township are interested in entering into an Shared Services Agreement for the purpose of sharing the services of Class Three Special Officer ("Officer" or "Officers"); and

WHEREAS, the MCHS and Township have agreed to share the cost of the Officer.

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

1. Services

The Township, through its police department, shall assign not more than one (1) full-time equivalent ('FTE') Class Three Special Officer who will serve as security for MCHS. At all times during the assignment the Officers shall be Township employees, will work under the rules and regulations of the Township's police department, the Township of Denville, and the policies and regulations of the MCHS when present on school grounds.

The Officers shall report directly to the Township Chief of Police and while on school grounds shall work in cooperation with the administration of MCHS.

The placement of not more than one (1) FTE Class Three Special Officers is contingent upon the Township being able to effectively recruit a qualified and suitable candidates to fill the position

2. Schedule of Services

The Officer shall provide services to the Board for approximately 7.25 hours per day while school is in session under a schedule to be mutually determined by the Township's Police Chief and MCHS.

3. **Cost of Services**

To ensure the Township is able to recruit and retain the best qualified candidates for the Class III Officer position, the salary for the Class III Officers will increase to \$37.00 per hour for the 23/24 school year and \$38.00 per hour for the 24/25 school year. MCHS agrees to be responsible for all salary costs for the Officer up to a maximum yearly salary of \$48,295 for the 23/24 school year and \$49,590 for the 24/25 school year. The Township agrees to be responsible for all other costs including but not limited to social security, training, uniforms, weapons, vehicles, etc. MCHS will reimburse the Township for the salaries monthly.

In addition to the reimbursement of salary costs, MCHS agrees to reimburse the Township for fifty (50%) percent of the vacation time and holiday time utilized during the school year (which equates to a total of 54 hours per school year for the one (1) FTE officer who works 7.25 hours per day). The Township will strongly encourage the Officer to utilize vacation and holiday time during designated holidays when the school is closed. It is recognized by both parties that the Township can encourage, but not compel, the Officers to utilize their paid leave time when schools are closed.

MCHS agrees to reimburse the Township for fifty (50%) percent of the sick time paid to an Officer when an Officer is out sick on a scheduled school day. There shall be no obligation for the Township or MCHS to compensate an Officer at the end of the school year for unused sick time (Officers who work 7.25 hours per day receive 45 hours of sick leave per school year).

MCHS agrees to reimburse the Township for fifty (50%) percent of the unemployment compensation paid to the Class III Officer assigned to MCHS. If one or more Class III Officers are assigned to MCHS during a calendar year and these Class III Officers are also assigned to other non-MCHS post(s), MCHS shall be responsible for fifty (50%) percent of the proportional amount of the unemployment compensation paid based upon the proportion of the Class III Officer's time assigned to MCHS.

4. **Duration**

This Agreement shall be for a term of two (2) years and shall commence on July 1, 2023 and shall end on June 30, 2025. Any renewal or amendment of the Agreement shall be in writing and approved by each party by formal resolution before becoming effective.

5. **Termination**

Either party may terminate the Agreement for the next subsequent school year without penalty upon written notice to the other party on or before May 1st.

6. **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.

7. **Modification**

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

8. **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.

9. **Renewal**

If a party wishing to terminate the Agreement fails to provide sufficient notice of their intent to terminate pursuant to Section 5, the Agreement shall be extended for one (1) additional year at which time it shall automatically terminate.

10. **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:

MORRIS CATHOLIC HIGH SCHOOL

By: _____

By: _____

TOWNSHIP OF DENVILLE

By: _____
Municipal Clerk

By: _____
Mayor