

Resolution of the Demarest Governing Body

Resolution No. 123-25

June 23, 2025

Council Member	Motion	Second	Yes	No	Abstain	Absent
Jiang			✓			
Fox	✓		✓			
Marks		✓	✓			
Slowikowski						✓
Reiss						✓
Collins			✓			

TITLE: RESOLUTION AUTHORIZING EXECUTION OF AGREEMENT BETWEEN THE BOROUGH OF DEMAREST AND NORTHERN VALLEY REGIONAL HIGH SCHOOL BOARD OF EDUCATION

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

WHEREAS, pursuant to N.J.S.A. 40A:14-146.10 et seq., any local unit may, as it deems necessary, appoint special law enforcement officers sufficient to perform the duties and responsibilities permitted by local ordinances authorized by N.J.S.40A:14-118 or ordinance or resolution, as appropriate, authorized by N.J.S.40A:14-106 and within the conditions and limitations as may be established; and

WHEREAS, the Northern Valley Regional High School Board of Education (the "Board") and the Borough wish to enter into an agreement (the "Agreement"), attached hereto, whereby the Borough agrees to provide the Board with a Special Law Enforcement Officer III ("SLEO III") to be managed by the Demarest Police Department ("Police Department"); and

WHEREAS, pursuant to the terms of the Agreement, the cost of employing the SLEO III shall be reimbursed to the Borough by the Board, with all scheduling of the SLEO III to be managed by the Police Department; and

WHEREAS, the Borough Attorney has reviewed the Agreement and recommends the Borough execute same.

NOW THEREFORE, BE IT RESOLVED, by the Borough of Demarest that the Borough Administrator is hereby authorized to execute the Agreement in the form annexed hereto.


APPROVED:



Brian Bernstein, Mayor

CERTIFICATION

I, Julie Falkenstern, Registered Municipal Clerk, of the Borough of Demarest, in the County of Bergen and the State of New Jersey do hereby certify that the foregoing Resolution is a true copy of the original resolution duly passed and adopted by the Governing Body at the meeting on June 23, 2025.



Julie Falkenstern, Borough Clerk

This Agreement ("Agreement") is as of July 1, 2025 by and between the Northern Valley Regional High School Board of Education, a body corporate and politic existing under the laws of the State of New Jersey having its principal offices located at 162 Knickerbocker Road, Demarest, New Jersey 07627 (hereinafter referred to as "Board") and the Borough of Demarest, a body corporate and politic of the State of New Jersey, having its principal offices at 118 Serpentine Road, Demarest, New Jersey 07675 (hereinafter referred to as "Borough").

WITNESSETH:

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

WHEREAS, the State of New Jersey has created a new class of special police officer, known as Special Law Enforcement Officer III ("SLEO III"), solely for the purpose of school security, as set forth in N.J.S.A. 40A:14-146.10 et seq.; and

WHEREAS, the Board and the Borough wish to enter into an agreement under which Borough of Demarest agrees to provide SLEO IIIs in the Northern Valley Regional High School at Demarest ("NVD") to be managed by the Demarest Police Department ("Police Department"), and consisting not less than one (1) SLEO III; and

WHEREAS, the Board and the Borough desire to set forth in this Agreement the specific terms and conditions of the services to be performed and provided by the said SLEO III in the schools.

NOW, THEREFORE, IT IS AGREED by and between the Borough and the Board that the Borough, through the Demarest Police Department (the "Police Department"), shall hire, subject to the terms of this Agreement ("Agreement"), and make available a sufficient amount of SLEO III, but not less than one (1) officer, to provide security services to NVD, as specified under the following terms and conditions:

1. **Rate of pay.** The rate of pay paid by the Borough for the SLEO III shall be \$39 per hour for the 2025-2026 school year; \$40 per hour for the 2026-2027 school year, and \$41 per hours for the 2027-2028 school year. Such rate of pay shall be reimbursed by the Board to the Borough, along with all other costs as set forth in Paragraph 3 below, on a monthly basis matching the Borough's current pay cycle.
2. **Scheduling.** As set forth in Paragraph 5, the Borough shall be responsible for scheduling SLEO III to provide up to 40 hours of service per week to NVD for the 185-day school year.
3. **Classification of SLEO III.** The SLEO III shall be classified as hourly "at will" employees of the Borough, who shall not be entitled to pension, health, or other benefits from either the Borough or the Board in accordance with State statute. Such officers shall serve at the pleasure of the Borough, and nothing herein is intended to create any contractual right to employment by a SLEO III nor is this Agreement intended to, nor shall it, create any employment relationship between the Board and the SLEO III.
- 4) Reimbursement/Payment requirements.

- a. The Board agrees to reimburse the Borough on a monthly basis for all costs related to the Borough's hiring, training, and outfitting of the SLEO III, which shall include, but is not limited to, the following:
 - i. Wages and associated payroll costs for the hours worked by the SLEO III, in addition to a One Hundred Dollar (\$100.00) administrative fee per month.
 - ii. All costs associated with the hiring, training, and equipping of the SLEO III, including uniforms, bulletproof vests, Police Department-issued Department issued equipment, training hours, and any other additional costs associated with the training and outfitting of the SLEO III.
 - iii. All pre-employment and post-employment medical and physiological examination costs.
 - iv. Any mandated police training courses, costs associated with attending the same, costs for in-house in-house police training mandated by the Attorney General Guidelines, costs of qualifying ammunition, and the costs of any required classes mandated by the Police Training Commission.
- b. The SLEO III assigned to NVD will turn over timecards signed by the Board's designee to the Demarest Police Department for processing on a bi-weekly basis to coincide with the Borough's payroll cycle.
- c. The Borough shall bill the Board for wages and associated costs set forth herein prior to the end of each month for payment by the Board within thirty (30) days thereafter. The Board shall reimburse the Borough for all allowable costs set forth herein as incurred and billed to be paid within thirty (30) days of receipt of a completed invoice from the Borough.

5) Vetting of officers. The vetting process for the SLEO III hired by the Borough and assigned to NVD will be agreed upon by both the Borough and the Board's Superintendent of Schools ("Superintendent") prior to appointment of the SLEO III. The Chief of Police or his designee shall confer with the Superintendent during the hiring process.

The parties agree that the Borough will employ at least one (1) SLEO III. The Borough may appoint additional SLEO IIIs to provide services to the Board, as necessary to effectuate this Agreement.

6) Services. At a minimum, the Borough agrees to provide at least forty (40) hours of security services by the SLEO III each week to NVD for the school year, while a separate SRO agreement remains in effect. The SLEO III work schedule shall be coordinated in consultation with the Superintendent or the Superintendent's designee, such as the school principal. In the event that the Borough experiences scheduling constraints, the Police Chief or designee shall provide the Superintendent or designee with advance, written notice, as practicable.

The SLEO IIIs assigned to NVD shall be under the supervision and direction of the Borough's Chief of Police or his designee. In the event that the Superintendent determines that one or more SLEO IIIs hired by the Borough and assigned to NVD is not performing the duties to the satisfaction of the Superintendent, or engages in misconduct, the Borough, upon written notice from the Superintendent to the Borough, agrees to institute appropriate procedures to effectuate discipline, which can result in termination of the SLEO III(s) for

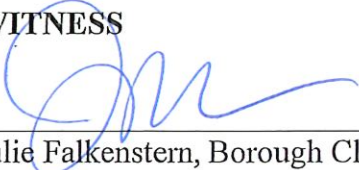
cause. Additionally, the Borough, upon the Superintendent's recommendation, may also terminate the services of the SLEO III who has engaged in misconduct and/or who has ineffectively performed duties, as determined by the Superintendent and/or the Superintendent's designee.

- 7) Policies and procedures. The SLEO IIIs shall be subject to the Rules and Regulations of the Borough Police Department. The Police Department will consult with the Superintendent regarding any additional policies and procedures governing the use of the SLEO IIIs, but the Borough shall maintain, in its sole discretion, the sole authority as to the adoption of such policies.
- 8) Assignment and duties. Assignment and daily duties at NVD will be determined in accordance with the established Police Department Policies and Procedures and State Law, and in accordance with the terms of this Agreement. The SLEO III shall only serve during school hours, while school is in session, or during such events when the school is occupied by students and teaching staff members, subject to any required training days. The SLEO III shall not perform services at times when full-time full time police officers have performed such services in the past.
- 9) Training. Police training for the SLEO III will be scheduled and administered by the Police Department consistent with current policy. All training shall be conducted in consultation with the Board to ensure school security is not compromised.
- 10) Uniforms and equipment. The SLEO IIIs will be armed with Police Department service weapons and shall wear uniforms with SLEO III patches as required by State law. Use of any department-issued department issued service weapon shall only be used in accordance with N.J.S.A. 40A:14-146.14.
- 11) Term of Agreement. This Agreement shall be deemed effective as of July 1, 2025, and shall remain in effect for the school terms of 2025-2026, 2026-2027 and 2027-2028 terminating June 30, 2028. This Agreement may be cancelled prior to its expiration, by either the Board or the Borough, upon thirty (30) days' written notice.
- 12) Modifications in Writing. Modifications or the waiver of any provisions of this Agreement shall in no event be effective unless the same shall be in writing and signed by the parties hereto, and then such modification or waiver shall be effective only in the specific instance and for the specific purpose for which given.
- 13) Failure to Exercise Rights. Neither any failure nor any delay on the part of either party in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall a single or partial exercise thereof preclude any other or further exercise of any other right, power, or privilege.
- 14) Assignment. There shall be no assignment of this Agreement by any party hereto.
- 15) Captions. The section headings contained herein are for reference purposes only and shall not in any way affect the meaning or interpretation of the Agreement.
- 16) Severability. In the event any provision of this Agreement shall be held invalid or unenforceable by any court or competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.
- 17) Counterparts. This Agreement may be signed in any number of counterparts with the same effect as if the signatures thereto and hereto were upon the same instrument.

- 18) Reservation. Except as otherwise expressly set forth in this Agreement, the Borough and the Board reserve all of their respective rights and powers under Federal Law and the laws of the State of New Jersey.
- 19) 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.
- 20) Disputes. Any disagreement over the terms of this Agreement shall be resolved between the parties. If unsuccessful, any disagreement or remaining disagreement shall be resolved before the Bergen County Superior Court of New Jersey. _
- 21) Entire Agreement. This Agreement and its provisions constitute the entire understanding and agreement of the parties regarding all matters covered herein, and any prior discussions, representations, understandings, and agreements are hereby superseded by this Agreement. The parties agree to be bound hereby and acknowledge that there are no representations, warranties, covenants, or undertakings other than those expressly set forth herein.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement on the day and year first above written.

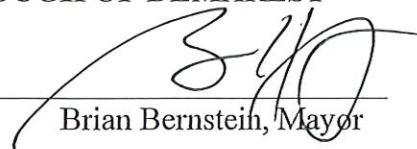
WITNESS



Julie Falkenstern, Borough Clerk

BOROUGH OF DEMAREST

By: _____


Brian Bernstein, Mayor

NORTHERN VALLEY REGIONAL
HIGH SCHOOL AT DEMAREST
BOARD OF EDUCATION

WITNESS

Marc Capizzi, Business Administrator

By: _____

James Santana, Superintendent