

SHARED SERVICES AGREEMENT

THIS AGREEMENT between the Township of West Windsor with offices located at 271 Clarksville Road, West Windsor, NJ 08550 (hereinafter “Township”) and the West Windsor – Plainsboro Regional School District Board of Education, with offices at 321 Village Road East, West Windsor, New Jersey 08550 (hereinafter “Board”) and identified individually and collectively as the “Party” or “Parties.”

WHEREAS, The Parties are desirous of entering into an Shared Services Agreement pursuant to N.J.S.A. 40A:65-1 et seq. for the Township to provide Class Three special law enforcement officers to the Board for school security; and

WHEREAS, in January of 2018, Board officials began discussions with Township officials on security and safety within the public schools. In the discussion both parties agreed that it was in the best interest to have the Township Police Department provide armed uniformed personnel (in the Board’s schools that are located within the Township.

WHEREAS, the Board and the Township wish to enter into an agreement under which the Township agrees to provide eight (8) Class Three Special Law Enforcement Officer (“SLEO III”) that will be assigned to the Board’s schools that are located within the Township and that will be managed and employed by the Township Police Department (“Police Department”). The Parties agree that the number of SLEO III positions may be increased or decreased if mutually deemed necessary; and

NOW THEREFORE, in consideration of the mutual promises and covenants herein contained and other good and valuable consideration, the policies and procedures for ensuring continued cooperation between Education Officials (Board) and the Law Enforcement Agency (Township) are outlined as follows:

I. DEFINITIONS

As used in this Agreement, the terms set forth below shall be considered to mean the following:

- A. The term “Law Enforcement Agency” means a unit of commissioned police officers that is officially authorized or designated by the Township 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 Board’s schools located in the Township.
- B. “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.
- C. Class Three Special Law Enforcement Officer (“SLEO III”) means any person appointed pursuant to N.J.S.A. 40A: 14-146.10, et seq. to temporarily or intermittently perform duties similar to those performed regularly by members of a police force of a local unit, or to provide assistance to a police force during unusual or emergency circumstances, and to provide security in a school system within the Township.

II. GOALS AND OBJECTIVES

It is understood and agreed that the Board and the Township share the following goals and objectives with regard to the SLEO IIIs assigned to the Board's schools located within the Township:

- A. To foster educational programs and activities that will increase student's knowledge of and respect for the law and the function of law enforcement agencies.
- B. To provide for occupant safety and building security.
- C. To work in conjunction with District and the Administration to develop a schedule for the SLEO III to be on duty;
- D. To act swiftly and cooperatively when responding to major disruptions and flagrant criminal offenses at the Board's schools located within the Township, such as, by way of example: trespassing, possession and use of any weapons, the illegal sale and/or distribution of any controlled dangerous substances, and riots.
- E. To report serious crimes that occur on campus and to cooperate with other law enforcement officials in their investigation of crimes that occur at school.
- F. To cooperate with other law enforcement officials in their investigations of criminal offenses which occur off campus which pertain to the students enrolled in the School.
- G. To exercise all of the powers and duties as set forth at N.J.S.A. 40A:14-146.11a(3)

Police Presence at Extra-Curricular Events.

Separate from this Agreement, it is an agreed upon policy that the Police Department with patrol responsibilities, working in conjunction with appropriate school officials, shall provide for the presence of full-time uniformed police officer(s) as a separate engagement outside this agreement at any event at which the school administrator believes it would be in the interest of public safety. All requests by school officials for the Law Enforcement Agency to provide for a SLEO presence at any after school event under this Agreement should be made in writing and directed to the Chief of Police and his/her designees for approval at least 48 hours prior to the event.

III. EMPLOYMENT AND ASSIGNMENT OF SLEO IIIs

- A. The SLEO IIIs shall be appointed for terms not to exceed one year by the Mayor and approved by the Township Council, subject to the Municipal Ordinance and the laws of the State of New Jersey.
- B. The SLEO IIIs shall be subject to the administration, supervision and control of the Township Chief of Police or his/her designee.
 - a. All SLEO IIIs personnel shall not be considered members of the Township regular police force and their powers and duties shall cease at the expiration of the term for which appointed.
 - b. However, all SLEO IIIs shall have the same authority and duties as regular, full-time police officers while providing school security only and shall have no law enforcement authority outside school grounds.
- C. The SLEO IIIs shall be hired and put in place by the Chief of Police or his/her designee as soon as reasonably possible following the execution of this Agreement, and upon consultation with the Board's Superintendent of Schools or his/her designee. If the Superintendent finds any of the SLEO IIIs hired by the Township to be unacceptable, the Chief will hire a different officer, or in the alternative, revoke this Agreement.

- D. Following the initial selection and hiring, the Township has sole discretion -- with input from the Chief of Police and Board Superintendent or their respective designees -- and shall have the power and authority to hire, discharge and discipline any of the SLEO III. The Board reserves the right to request an alternate SLEO III from the Township should any officer's job performance be contrary to Police Department policies, the Code of Conduct applicable to police employees and BOE standards. The decision to grant or deny this request shall be the responsibility of the Chief of Police in collaboration with the Board Superintendent.
- E. The Township shall assign law enforcement personnel at the following Board schools (hereinafter referred to as "the Schools"):
 - a. The Dutch Neck Elementary School located 392 Village Road East, West Windsor, NJ 08550;
 - b. The Maurice Hawk Elementary School located at 303-305 Clarksville Road, West Windsor, NJ 08550;
 - c. The Village Elementary School located at 601 New Village Road, West Windsor, NJ 08550;
 - d. The Grover Middle School, located at 10 Southfield Road, West Windsor, NJ 08550; and
 - e. The West Windsor – Plainsboro Regional High School South located at 346 Clarksville Road, West Windsor, NJ 08550.

IV. DUTIES OF SLEO III

As noted above, all SLEO IIIs are employees of the Township and are subordinate to the Chief of Police and his/her designees. The duties of SLEO IIIs under this Agreement include the following:

- A. The SLEO IIIs shall maintain, at appropriate times, a visible police presence within the Schools listed under this Agreement, and shall become familiar and comply with the Board's Policies and Regulations established for the Schools.
- B. The SLEO IIIs should not refuse any reasonable request by a school official if the duty is consistent with this Agreement.
 - a. The SLEO IIIs shall contact the SLEO III coordinator or a police supervisor for guidance if a request appears to be in conflict with this Agreement and the mission of the Police Department.
- C. The SLEO IIIs are responsible for security in the Board's school for which they are assigned and shall work in cooperation with the respective Building Administration and District Administration officials.
 - a. The SLEO III shall not be reassigned, permanently or temporarily, to a different Board school for any reason, including but not limited to, for specific security needs and/or specific school's extra-curricular activities or events, without the express consent of the Chief of Police and the Board Superintendent or their respective designees .
- D. The SLEO IIIs shall provide security at school activities and functions during Operating School Hours including, but not limited to that which is listed below in consultation with the Police Department and Building Administration at the School:
 - a. School opening;
 - b. Student assembly;
 - c. Lunch;
 - d. Recess (where applicable); and
 - e. School dismissal.

- E. The SLEO III shall have full powers and duties similar to those of a permanent, regularly appointed full-time police officer while providing security at the Board's Schools.
- F. The SLEO III shall comply with the rules and regulations applicable to the conduct and decorum of the permanent, regularly appointed police officers of the Township, as well as any rules and regulations applicable to the conduct and decorum of special law enforcement officers.
- G. The SLEO III shall also be responsible for conducting security assessments and vulnerability studies as directed by the Chief of Police and in consultation with the respective Administration at the Schools:
 - a. To deliver programs that include, but are not limited to, stranger danger, internet and cyber safety, drug awareness, appropriate use of social media, and other programs as agreed upon by the Chief of Police and the Board Superintendent, or their respective designees.
 - b. These presentations can may occur happen in classroom settings with teaching staff, as well as in larger group settings, such as an assembly or grade level presentation.
- H. As employees of the Township, each SLEO III shall follow the chain of command set forth in the Township Police Department Policies and Procedures Manual.
- I. In the performance of their duties, the SLEO III shall coordinate and communicate with the respective Building Administrators at the Schools and the District Administration for the appropriate coordination of schedules and delivery of programs.
- J. The SLEO III shall be required to complete all training as required by State Law and the Chief of Police or his designee. All efforts will be made to coordinate this training to avoid its interfering with the SLEO III's responsibilities at the Board's schools.
- K. The SLEO III may attend periodic briefings and meetings at the Township Police Department. All efforts will be made to coordinate this training to avoid its interfering with the SLEO III's responsibilities at the Board's Schools.
- L. While providing services at the Board's schools, the SLEO III shall wear the uniform required by the Township Police Department.
- M. A SLEO III shall only transport students in their vehicles pursuant to the Police Department policy and upon notice to the respective Building Administrators at the Schools.
- N. A SLEO III shall notify the respective Building Administrators at the Schools before removing a student from any school property in accordance with the Uniform Memorandum of Agreement.

V. ROLES AND FUNCTIONS OF THE TOWNSHIP CHIEF OF POLICE OR DESIGNEE

The roles and functions of the Township Chief of Police and/or his/her designee under this Agreement include the following:

- A. To facilitate communication and cooperation.
- B. To act as the primary contact person between the Township and Board.
- C. To prepare and schedule adequate SLEO III personnel within the Schools.
- D. To provide a copy of the work schedules for the SLEO IIIs in the Schools.
- E. To prepare and provide an updated assignment chart for the SLEO IIIs in the Schools.
- F. To oversee and manage the SLEO IIIs assigned under this Agreement.
- G. To provide and coordinate SLEO IIIs required training.
- H. To investigate all claims of SLEO III misconduct reported by the Board's Superintendent or his/her designee.

- I. To work with the appropriate Township Official to prepare and submit monthly invoices to the Board for reimbursement for services rendered under this Agreement.
- J. To identify issues or problems that arise in the implementation of this Agreement and facilitate the resolution of any such problems.
- K. To comply with the most current statement of rules and regulations issued under the *Uniform State Memorandum of Agreement between Education and Law Enforcement Officials*, Departmental Standard Operating Procedures and General Orders.

VI. ROLES AND FUNCTIONS BOARD ADMINISTRATIVE DESIGNEE

The roles and functions of the Board Administrative Designee under this Agreement include the following:

- A. To provide and coordinate school required training for the SLEO IIIs.
- B. To provide requests to the Township Chief of Police and/or his/her designee for changes in personnel/hours.
- C. To provide requests to the Township Chief of Police and/or his/her designee for hiring additional personnel.
- D. To provide notification to the Township Chief of Police and/or his/her designee of alleged misconduct by a SLEO.
- E. To prepare and provide written requests for additional personnel at an Extra-Curricular Event, excluding events covered by full-time uniformed personnel.
- F. To maintain all school surveillance video recordings and school bus videotapes in accordance with applicable Board Policies, Regulations and State Retention laws.

VII. OPERATIONS REVIEW COMMITTEE

- A. An Operations Review Committee will be hereby established to review the services of the SLEO IIIs and the general operation of this Agreement. The Committee shall meet as-needed to review the Services outlined within this Agreement and shall examine and address any deficiencies or other concerns raised by either Party.
- B. The Committee shall review and evaluate the overall program and mutually agree on the following but not limited to:
 - a. Estimated Annual Budget (Budget Exhibit to be attached annually);
 - b. Number and Assignment of SLEO personnel (Updated Exhibit to be attached);
 - c. Hiring and Termination; and
 - d. Salary and other personnel matters that involve joint discussion.
- C. The following officials or their designee shall constitute the Operations Review Committee members:
 - a. Board Superintendent of Schools
 - b. Board Business Administrator
 - c. West Windsor Township Chief of Police and/or Designee
 - d. West Windsor Township Administrator

VIII. ACCOUNTING

- A. Reimbursement payments by the Board for the services outlined within this Agreement shall be based on the Council's agreed Annual Budget. The Township shall provide invoices per the Annual Budget, to be billed over a ten-month period (September-June).

- B. Non-recurring expenses shall be presented to the Board for payment when funds are expended by the Township. Reimbursable items, as determined by the Agreement's appointed Council, may include: Uniform, Equipment, Training and Physical(s).
- C. Any hours worked by SLEO III outside this Agreement shall be invoiced separately on a month-by-month basis. Billing shall itemize location, date, hours, event worked and SLEO III.
- D. Billing shall be submitted:

West Windsor-Plainsboro Regional School District
 Office of the Assistant Superintendent for Finance and Board Secretary
 321 Village Road East,
 West Windsor, NJ 08550
 Attn: Christopher Russo, Assistant Superintendent for Finance/Board Secretary

- E. Payments shall be submitted to:

Township of West Windsor
 Department of Finance
 271 Clarksville Road
 West Windsor, NJ 08550
 Attn: Joanne R. Louth, Chief Financial Officer

- F. Before the expiration and/or termination of this Agreement any outstanding amounts due shall be paid in full.
- G. Pursuant to N.J.S.A. 40A:65-7a(3), the annual estimated cost of providing the above-referenced services by the Township to the Board is \$485,000.

IX. DURATION & RENEWAL

- A. This initial five-year Agreement shall commence on July 1, 2018 and shall terminate on June 30, 2023.

X. DISPUTE RESOLUTION

- A. Disputes regarding the implementation of this Agreement shall first be attempted to be resolved administratively by the Board's Superintendent and the Township Chief of Police.
- B. If the dispute cannot be resolved between the Board's Superintendent and the Township Chief of Police, then the dispute shall be reviewed by the Operations Review Committee set forth in Section VII above.
- C. If the dispute cannot be resolved by the Operations Review Committee, then either side may elect to terminate the Agreement in accordance with the provisions set forth in Section XI below.

XI. TERMINATION

- A. Either Party may terminate this Agreement with cause upon providing ninety (90) days prior written notice to the other Party.
 - a. Cause. Cause for termination shall be defined as the repeated and persistent failure of one Party to address any deficiency in expected services and after presentation to

the Operations Review Committee and the Committee's inability to resolve such deficiency.

- b. Availability of Sufficient Funds. Since the Board has the sole responsibility to reimburse the Township for all costs associated with the services of the SLEO IIIs in the Schools, and at no time shall it be constructed that the Township shall bear any of the cost associated with the services of the SLEO IIIs in the Schools, this Agreement is subject to the Board's availability of sufficient funds for the services set forth in this Agreement.
- B. Any notice of termination shall be sent by certified mail, return receipt requested, to the attention of the Parties respective representatives set forth in Section VIII above.

XII. OTHER REPRESENTATIONS

- A. Activities not covered under this Agreement shall be addressed on a case-by-case basis between Board Administrative personnel and Township law enforcement.
- B. Nothing in this Agreement shall be construed in any way to require any school official to actively participate in any search or seizure conducted or supervised by a law enforcement officer; nor shall this Agreement be construed to direct, solicit or encourage any school official to conduct any search or seizure on behalf of law enforcement, or for the sole purpose of ultimately turning evidence of a crime over to a law enforcement agency. Rather, it is understood that any search or seizure conducted by school officials shall be based on the school officials' independent authority to conduct reasonable investigations.
- C. Nothing in this Agreement is intended to nor shall be construed to create a partnership or employee relationship or joint venture, nor shall anything be construed to permit the Township to have or to exercise control, direction, supervision or professional judgment as to the manner or methods utilized by the Board's employees.
- D. The Board and Township hereby represent and warrant to the other that they are corporations duly organized, validly existing and in good standing under the laws of the State of New Jersey and have the corporate authority and power to enter into and to carry out the terms and provisions of this Agreement. Each Party further represents that the Agreement has been authorized by appropriately adopted resolutions of the Board and Township.
- E. The Board and Township shall provide worker's compensation insurance for its employees as required by law. The Board and Township shall maintain comprehensive general liability in the amount of \$1,000,000.00 per occurrence and \$1,000,000.00 in the aggregate during the term of the within Agreement and shall name the other party as an additional insured on such general liability policy. The Board and Township shall provide the other Party with a Certificate of Insurance showing evidence of such coverage.
- F. Each party shall indemnify, defend and hold the other Party, their elected and/or appointed officials, employees, consultants and invitees harmless from and against any and all losses, claims, judgments, damages, liabilities, injuries, costs and expenses (including, but not limited to reasonable attorney's fees, court and/or arbitration costs), which shall arise or relate either directly or indirectly from the acts or omissions of the other Party their agents, employees and contractors in the performance of their mutual obligations under this Agreement, except if such loss, claim, damage, liability, cost or expense arises out of the willful misconduct of the indemnified Party.
- G. This Agreement shall be governed by the Laws of the State of New Jersey.

H. Pursuant to N.J.S.A. 40A:65-4b, an informational copy of this Agreement shall be filed with the New Jersey Department of Community Affairs, Division of Local Government Services, 101 South Broad St., P. O. Box 803, Trenton, New Jersey 08625-0803.

I.

IN WITNESS WHEREOF, the Parties have hereunto set their hands and seals this ____ day of June, 2018.

ATTEST:

THE TOWNSHIP OF WEST WINDSOR

Sharon L. Young, Township Clerk

Mayor, Hemant Marathe

ATTEST:

WEST WINDSOR – PLAINSBORO
REGIONAL SCHOOL DISTRICT BOARD OF
EDUCATION

Christopher Russo Ed.D.
Asst. Super for Finance/Board Secretary

Anthony Fleres, Board President