RESOLUTION 84-2018

RESOLUTION AUTHORIZING EXECUTION OF A SHARED SERVICES AGREEMENT BETWEEN THE GATEWAY REGIONAL HIGH SCHOOL BOARD OF EDUCATION AND THE BOROUGH OF WOODBURY HEIGHTS

WHEREAS, the Gateway Regional High School Board of Education and the Borough of Woodbury Heights have agreed to enter into a Shared Services Agreement and Memorandum of Understanding for the provision and employment of certain Class III-Special Law Enforcement Officers that will be assigned as "School Resource Officers" to the Board; and

WHEREAS, the provision of such services to the Board is in the best interests of the Borough.

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

1. That the Borough Council does hereby approve the attached Shared Services Agreement and Memorandum of Understanding between the Gateway Regional High School Board of Education and the Borough of Woodbury Heights, forthwith after the adoption hereof.
2. That the Mayor and Borough Clerk are hereby authorized and directed to execute said Agreement and Memorandum on behalf of the Borough.

BOROUGH OF WOODBURYHEIGHTS

BY: _____
ROBBIE J. CONLEY, MAYOR

ATTEST:

_____
JANET PIZZI,
BOROUGH CLERK

CERTIFICATION

I hereby certify the above to be a true copy of the Resolution adopted by the Borough Council of the Borough of Woodbury Heights at the Regular Meeting held on the 18th day of July, 2018.

_____
JANET PIZZI,
BOROUGH CLERK

SHARED SERVICES AGREEMENT
BETWEEN
THE BOROUGH OF WOODBURY HEIGHTS AND THE GATEWAY REGIONAL HIGH SCHOOL BOARD OF EDUCATION FOR THE PROVISION OF CLASS III SPECIAL LAW ENFORCEMENT OFFICER (FOR THE 2018-2019 SCHOOL YEAR)

WHEREAS, the Borough of Woodbury Heights, a municipal corporation of the State of New Jersey (hereinafter "Borough"), and the Gateway Regional High School Board of Education, a body politic and corporate (hereinafter the "Board"), are desirous of entering into a Shared Services Agreement (hereinafter "SSA") for the employment of Class III-Special Law Enforcement Officers (hereinafter School Resource Officer or "SRO"); and

WHEREAS, pursuant to the Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-1 et.seq., municipalities may enter into agreements for shared services with other governmental units to provide or receive any service that the local unit participating in the agreement is empowered to provide and receive within its own jurisdiction; and

WHEREAS, each local unit authorized to enter into an agreement under the Uniform Shared Services and Consolidation Act may do so by adoption of a resolution; and

WHEREAS, the agreement must comply with the requirements of N.J.S.A. 40A:65-7 and specify the services to be performed under the agreement, procedures for payment and assignment and allocation of responsibility for meeting standards between and among the parties; and

WHEREAS, the Borough has agreed to provide the services required by the Board for a SRO upon the terms contained herein.

NOW THEREFORE, in consideration of the mutual promises set forth herein, the Borough and the Board agree, as follows:

1. The terms of the attached Memorandum of Understanding are incorporated herein by reference. Except as specifically provided by this SSA, the School Resource Officer (SRO) program will be administered in accordance with the Memorandum of Understanding for the 2018-2019 school year, unless extended by mutual agreement of the parties.

2. The Board shall make payment to the Borough to cover the total salary and 100% of payroll taxes associated with the initial provision of **two (2)** Class III- Special Law Enforcement Officers who shall serve as SRO as further specified herein. A financial breakdown of the costs to the Board and the allocation thereof is attached as Exhibit "A" to the attached Memorandum of Understanding. The SRO's shall be paid only for the actual time working at and for the Board and shall not be entitled to paid vacation, sick time or any other benefits whatsoever unless specifically mandated by law. Payment associated with the services provided by the "SRO" Class III Special Law Enforcement Officer shall be made by the Board to the Borough commencing August 1, 2018 based upon the number of hours worked in the prior month and payment by the Board shall be made within thirty (30) days of receipt of the invoice generated by the Borough.

3. If there is a conflict between the terms of this SSA and the Memorandum of Understanding, the terms of this SSA shall control.

4. The term of this Agreement shall be for one (1) school year commencing on August 1, 2018 and terminating on June 30, 2019, unless extended beyond or terminated before that date upon mutual agreement of the parties. The SSA may be terminated by either party upon thirty (30) day prior written notice.

5. The Borough may appoint a maximum of four (4) Class III- Special Law Enforcement Officer's for a maximum term of one year at a time. If the Borough, to include the Chief of Police, or the Board, to include the Superintendent, are not satisfied for any reason or cannot sustain the Class III Special Law Enforcement Officer, the position will be terminated or a replacement Class III Special Law Enforcement Officer will be hired. The termination of a Class III Special Law Enforcement Officer may be effectuated by fourteen (14) days prior written notice, except if the Chief of Police and Superintendent agree that termination shall be effective immediately.

6. The Parties acknowledge that the SRO's assigned pursuant to this Agreement is not subject to the Board's contract with the Gateway Regional High School Educational Association.

IN WITNESS WHEREOF the parties have hereunto set their hands and seals on this SSA and Memorandum of Understanding on the day set opposite their signature.

BOROUGH OF WOODBURY HEIGHTS

BY: _____
Robbie J. Conley, Mayor

Attest:

_____
JANET PIZZI, CLERK/ADMINISTRATOR

ATTEST:

Board Secretary

GATEWAY REGIONAL HIGH SCHOOL BOE

BY:

Shannon Whalen, Superintendent

CLASS III SPECIAL LAW ENFORCEMENT OFFICER
"SCHOOLS RESOURCE OFFICER" (SRO)
MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is between the Gateway Regional High School Board of Education (hereinafter the "Board") and the Borough of Woodbury Heights (hereinafter the "Borough").

WHEREAS the Board and the Borough desire that the Borough initially provide the services of two (2) Class III Special Law Enforcement Officer's assigned to the Board on a full time basis to serve as the School Resource Officers hereinafter known as the "SRO"; and

WHEREAS both parties recognize the potential benefits of this program to the citizens of the Borough and to the students and staff of the Board; and

WHEREAS it is in the best interest of the Board and the Borough to establish and continue this program.

IT IS, NOW, THEREFORE AGREED that the Borough shall initially assign two (2) Class III- Special Law Enforcement Officer's to the Board to be assigned as a School Resource Officer ("SRO") upon the following terms and conditions:

I. **Assignment of Officer.**

The Board and the Borough agree that the Borough shall assign two (2) Class III- Special Law Enforcement Officer's from the Borough of Woodbury Heights Police Department to Gateway Regional High School for up to forty (40) hours per week during the 2018-2019 school year.

II. **Selection of Officer.**

The Woodbury Heights Police Department shall advertise and conduct the initial interviewing process for a Class III- Special Law Enforcement Officer. Applicants will be interviewed by the Police Interview Panel. Applicants who successfully pass the Police Interview Panel will then be interviewed by the Chief of Police, Principal and Superintendent of Gateway Regional High School. The Chief of Police, Principal and Superintendent will select the

candidate to be hired for the position by their unanimous decision.

III. Officer is an Employee of the Borough.

Although assigned to the Board and/or school, the assigned SRO's remain an employee of the Borough and its police department. The SRO's shall remain subject to all federal and state laws as well as directives, policies, procedures, rules and regulations of the Woodbury Heights Police Department, and shall not be considered an employee of the Board. The Borough will use reasonable efforts to coordinate the SRO's unpaid vacation times with the vacation times in the approved Board calendar.

IV. Hours.

The Borough shall provide two (2) SRO's that shall provide service to the Board forty (40) hours per week. The specific hours of assignment shall be determined by the Chief of Police and the Superintendent of the Board or their designees and may change subject to mutual agreement of the parties. For purposes of this Memorandum of Understanding, it is anticipated that a regular school day shall be between 7:30 a.m. - 3:30 p.m., subject to change as mutually agreed upon by the Superintendent and the Chief of Police. Unless mutually agreed upon by the Chief of Police and the Superintendent of the Board, or their designee(s) in advance, the SRO's shall not be expected to be present to perform his or her duties during days that the high school is closed for student attendance (except for graduation which is required) such as vacations, holidays, and snow days although the SRO's presence may be required during teacher in-service days. It is further understood that if the Class III- Special Law Enforcement Officer is unavailable to work any day, the Woodbury Heights Police Department will fill the vacant position with additional Class III Officer(s).

V. Uniforms.

Unless engaged in activities for which a uniform would be inappropriate, the SRO's shall wear a uniform approved by the Chief of Police which readily identifies him as a Police Officer of the Borough. The SRO shall carry a Borough issued firearm while assigned to their duties

hereunder. The uniforms and initial firearm will be paid for by the Board at a total cost not to exceed the amount set forth in Exhibit "A". The firearm will remain the property of the Borough, but shall be utilized by the SRO's during the term of this Agreement.

VI. Office.

The Board will provide the Woodbury Heights Police Department a secure office (substation) within Gateway Regional High School. No persons will be permitted within the substation without authorization from a member of the Woodbury Heights Police Department, except for cleaning, maintenance and repair of the substation. The Board will supply internet access, a computer and printer allowing Police Officers to access the Woodbury Heights Police Department CAD System and other required sites necessary for the performance of the duties. The Board will also supply a desk, chairs and filing cabinet(s). This office will be keyed on the Woodbury Heights Police Department Key System.

VII. Duties.

While performing services at the District, the general duties of the SRO's shall be set forth in Attachment "B" to this Memorandum of Understanding.

VIII. Overtime.

It is agreed that the Board will be financially responsible to reimburse the Borough for overtime services provided by the SRO at the hourly rate listed in Exhibit "A". Any such overtime shall be requested by the Superintendent or his designee and is subject to prior approval by the Chief of Police or his designee. Such overtime shall be billed by the Borough to the Board and shall be paid within thirty (30) days of receipt of an invoice therefor.

IX. Training.

Unless the SRO assigned has previously attended the School Resource Officer Training Program sponsored by the National Association of School Resource Officers, and training is a current standard as deemed by the Chief of Police, the SRO assigned shall attend the School Resource Officer Training program sponsored by the National Association of School Resource

Officer which contains a forty (40) hour block of instruction emphasizing three (3) main areas of instruction: 1) functioning as a SRO in the school setting; 2) working as a resource and problem solver; and 3) the development of teaching skills. The Board shall pay the hourly rate identified in Exhibit A for such training hours by the SRO and the cost of the training course shall not exceed the amount described in Exhibit "A".

The SRO shall also receive such additional required training for SRO's as directed by the Chief of Police. All associated Police In-Service Training shall be provided by the Woodbury Heights Police Department through the department PowerDMS Program. The SRO's shall be allotted time by the Board to complete such training, including semi-annual firearms qualifications. The Woodbury Heights Police Department will provide instructors and ammunition for firearms qualifications.

X. Indemnification.

The Borough shall and does hereby agree to indemnify the Board, its agents, employees, servants and/or contractors and save it and them harmless and shall defend it and them from and against any and all claims, actions, damages, liabilities and expenses, including attorneys' and other professional fees, in connection with any loss, claim or liability arising from or out of the performance of the SRO's work hereunder including, but not limited to, the SRO's negligent act or omission. It is the parties' intention that this indemnification provision shall be interpreted to be broad in nature, whereby the Borough agrees to indemnify the Board unless it is determined that the Board was negligent.

XI. Insurance.

The Borough shall, at its own cost and expense, at all times during the Term of this Memorandum, indemnify the Board as part of its administrative staff for the SRO's actions and in connection with the Borough's worker's compensation, general liability, legal liability, and/or umbrella insurance policies in effect, and shall name the Board as an additional insured or loss payee, as the case may be. The minimum coverage limits shall be maintained in accordance with the Borough's current policies in effect. The Borough shall provide the Board with a

Certificate of Insurance showing the Board as an additional insured. The Certificate shall provide for ten (10) days written notice to Board in the event of cancellation or material change of coverage. The Board shall reimburse the Borough for 100% of the general liability and workers compensation premiums attributable to the SRO's services pursuant to this Agreement, not to exceed the amount set forth in Exhibit "A". Such amount due shall be billed by the Borough to the Board and shall be paid within thirty (30) days of receipt of an invoice therefor.

XII. Terms of Agreement.

The Borough, Board and SRO understand and agree that all work by SRO must conform and be done in accordance with the Uniform Memorandum of Understanding between the Education and Law Enforcement Officials and State and Federal law, the directives of the Attorney General of the State of New Jersey, the Gloucester County Prosecutor, the Commissioner of Education and State Board of Education, New Jersey and Federal law and the rules and regulations governing the operation of schools.

XII. Renewals.

The parties agree to meet in March of each calendar year to negotiate appropriate changes to the terms of this Agreement and to determine whether it will be extended for one or more additional school years. This Agreement shall be automatically renewed each year, upon the terms contained in the SSA and this Memorandum of Understanding, unless either party provides thirty (30) days written notice of its intent to terminate.

XIII. Cooperation.

The Board shall promptly advise the Borough of any issues related to the performance of this Agreement including the suitability and acceptability of the SRO. Similarly, the Borough shall promptly advise the Board of any issues related to the performance of this Agreement including concerns raised by the SRO. The parties shall work together in a cooperative manner to resolve such issues and concerns. Notwithstanding the foregoing, any issues and concerns that can only be resolved through the replacement of the assigned SRO, shall proceed pursuant

to Section II above. In addition, the parties shall meet no less than bi-monthly to review, assess and plan.

XIV. Disputes.

In the event that arises between the parties as to the terms of the Agreement, or the satisfactory performance by either of the parties of the services or other responsibilities provided for in the Agreement, such disputes or questions shall be resolved by binding arbitration or binding fact-finding procedures. The parties hereunder agree that if such binding arbitration or binding fact-finding procedures are required to settle any questions or disputes, that the Mayor of the Borough and Gateway Regional High School Board of Education shall mutually appoint a single arbitrator consistent with American Arbitration Association rules.

XV. No Agency.

Any party performing a service under this Agreement is the general agent of the other party on whose behalf is performed pursuant to this Agreement. Such agent party shall have full powers to undertake any ancillary operation reasonably necessary or convenient to carry out its duties including all powers of enforcement and administration regulation, which are or may be exercised by the party on whose behalf it acts pursuant to this Agreement, except as such powers are limited by the terms of this Agreement. Neither party shall be liable for any part or share of the cost of acquiring, constructing or maintaining any capital facility acquired or constructed by the other party unless such part or share is provided for in the Agreement or in an amendment thereto, which shall have been ratified by the contracting parties in the manner provided for in the Shared Services and Consolidation Act for entering into a contract.

This Memorandum of Understanding shall cover the period from August 1, 2018 to June 30, 2019.

Exhibit "A"
Financial Terms and Conditions

Handgun & Uniforms / Per SRO	$1,000.00	X4
School Resource Officer Training / Per SRO	$500.00	X4
Bullet Proof Vest / Per SRO	$1,000.00	X4

Annual Liability Insurance*	$380.00
Annual Workers Compensation Insurance*	$1,500.00

*Insurance to be billed monthly on invoice at $170.90 per month for 11 months

Hourly Rate / Per SRO	$22.50
Payroll Taxes / Per Hour / Per SRO	$ 1.83
Total Per Hour Charge / Per SRO	**$24.33**

Pursuant to Article VIII, the "overtime" rate shall be billed at the following rate:

Hourly Rate / Per SRO	$33.75
Payroll Taxes/ Per Hour/ Per SRO	$2.75
Total Per Hour Charge/ Per SRO	**$36.50**

Exhibit "B"
School Resource Officer Job Description

The following lists provide examples of job duties of the School Resource Officer. They highlight, but are not limited to, the three roles used to define what SRO's do in schools:
Law Enforcement; Law Related Counselor; Law Related Education Teacher;

The close relationship SRO's must create and maintain with Principals; and

That SRO's must work closely with parents, students and members of the community.

Primary Duties

To prevent juvenile delinquency through close contact with students and school personnel.

To establish liaison with school principals, school security personnel, faculty and students.

To inform the students of their rights and responsibilities as lawful citizens.

To provide liaison between students and social agencies which provide needed services.

To act as a liaison resource to the principal in investigating criminal law violations occurring in the school or on school property.

To assist administration and faculty in formulating criminal justice programs.

To formulate educational crime prevention programs to reduce the opportunity for crimes against persons and property in the school.

To participate in school activities and events when invited and feasible.

To be aware at all times of the responsibility to improve the image of the uniformed law enforcement officer in the eyes of the students and the community.

To protect lives and property for the citizens and school students.

To enforce Federal, State and Local Criminal Laws and Ordinances, and to assist school officials with the enforcement of Board of Education Policies and Administrative Regulation regarding student conduct.

To investigate criminal activity committed on school property.

To counsel students in special situations, such as students suspected of engaging in criminal activity, when requested by the principal or parent of the student.

To answer questions students may have about criminal or juvenile law.

To assist other law enforcement Officer with outside investigations concerning students attending the school.

Secondary Duties

Abide by school board policies and shall consult with and coordinate activities through the school principal but shall remain fully responsive to the chain of command of the law enforcement agency in all matters relating to employment and supervision.

Develop expertise in presenting various subjects.

Encourage individual and small group discussions about law enforcement related matters with students, faculty and parents.

Refrain completely from functioning as a school disciplinarian. The School Resource Officer is not to be involved with the enforcement of disciplinary infractions that do not constitute violations of the law.

Attend meeting of parent and faculty groups to solicit their support and understanding of the School Resource Officer program and to promote awareness of law enforcement functions.

Confer with the principal to develop plans and strategies to prevent and / or minimize dangerous situations on or near school property or involving students at school-related activities.

Abide by school board policy and applicable law concerning interviews, should it be necessary to conduct formal interviews with students or staff on property or at school functions under the jurisdiction of the School Board.

Take law enforcement action as necessary and notify the principal of the school as soon as possible; whenever possible notify the principal before requesting additional enforcement assistance on school grounds.

Give assistance to Officer in matters regarding the duties of SRO's whenever necessary.

Coordinate with the principal and be responsible for law enforcement and security activity at extra-curricular events as determined by the principal.

IN WITNESS WHEREOF, the parties, pursuant to the authority granted to them and set forth, have executed this Agreement on the date indicated herein.

ATTEST:

Janet Pizzi, Clerk/Administrator

BOROUGH OF WOODBURY HEIGHTS

BY:

Robbie J. Conley, Mayor

ATTEST:

Board Secretary

GATEWAY REGIONAL HIGH SCHOOL BOE

BY:

Shannon Whalen, Superintendent