

**MEMORANDUM OF AGREEMENT C2018-0368-1
CONCERNING THE HIRING AND PLACEMENT OF A SPECIAL POLICE OFFICER
III IN THE BERNARDS TOWNSHIP SCHOOL DISTRICT
BY AND BETWEEN TOWNSHIP OF BERNARDS AND
BERNARDS TOWNSHIP BOARD OF EDUCATION**

WHEREAS, the State of New Jersey has created a new class of Special Police Officers known as Special Police Officer III (SLEO III) specifically and solely for the purpose of school security as outlined in N.J.S.A. 40A:14-146.10, 40A:14-146.11, 40A:14-146.14, and 40A:14-146.16, and other appropriate provisions of New Jersey law; and

WHEREAS, the Township of Bernards (the “Township”) and the Bernards Township Board of Education (the “Board” or “District”) agree that having Special Class III Police Officer(s) who are specifically trained for school security is a best practice for the safety and security of the students, faculty, staff and visitors to District Schools located in Bernards Township; and

WHEREAS, the Township and the Board agree that school security is of the utmost importance to create a safe learning environment for students.

NOW, THEREFORE, IT IS AGREED by and between the Township and the Board that the Township, through the Bernards Township Police Department (the “Police Department”), shall hire, subject to the terms of this Agreement (“Agreement”), and make available a designated number of SLEO III Officers as determined by both parties to the Bernards Township School District, as specified under the following terms and conditions:

- 1) Rate of pay. The rate of pay paid by the Township for the SLEO III shall be \$30.00 per hour.
- 2) Classification of SLEO III. The SLEO III shall be classified as an hourly part-time, “at will” employee of the Township, who is not entitled to pension, health or other benefits from either the Township or the District. Such officer shall serve at the pleasure of the Township, and nothing herein is intended to create any contractual right to employment by the SLEO III. Nothing herein is intended to, nor shall it, create any employment relationship between the District and the SLEO III.
- 3) Reimbursement/Payment requirements.
 - a. The District agrees to reimburse the Township for the salary of the SLEO III.
 - b. The District also agrees to reimburse the Township for any unemployment payments the Township may incur as a result of the SLEO III’s future separation from employment.
 - c. The SLEO III will report all time worked through the Payroll Management System utilized by the Bernards Township Police Department in accordance with Department procedures in place for payroll reporting.

- d. The Township shall bill the District monthly for the salary paid to the SLEO III in the previous month. Each monthly installment shall be paid within thirty (30) days of receipt of a completed invoice from the Township.
- 4) Vetting of officers. The vetting process for the SLEO III hired by the Township and assigned to the District will be agreed upon by both the Township and the District prior to appointment of the SLEO III. The Chief of Police shall confer with the District Superintendent during the hiring process. No special law enforcement officer shall be appointed if he/she is not deemed acceptable by the District Superintendent. The SLEO III assigned to the District shall be under the supervision and direction of the Chief of Police. In the event that the District Superintendent determines that the SLEO III hired by the Township and assigned to the District is not performing his or her duties to the satisfaction of the Superintendent, or engages in misconduct, the Township, upon written notice from the Superintendent, agrees to institute appropriate procedures to effectuate discipline, which can include up to termination of the SLEO III for cause. All disciplinary matters will be handled by the Township at its sole expense.
- 5) Policies and procedures. The SLEO III shall be subject to the Policies and Procedures, Rules and Regulations and all other Directives of the Police Department. The Police Department will consult with the District Superintendent regarding any additional policies and procedures governing the use of the SLEO III, but the Township shall maintain, in its sole discretion, the sole authority as to the adoption of such policies as well as any departmental policies, procedures, directives or orders that are in effect.
- 6) Assignment and duties. The Chief of Police and District Superintendent will collaborate on the development of a job description for the SLEO III. The daily assignments and duties of the SLEO III in the District schools will be determined by the District Superintendent or his/her designee in accordance with the SLEO III's job description and established Police Department Policies and Procedures and State Law, and in accordance with the terms of this Agreement. The SLEO III shall serve during school hours, while school is in session, or at District events when students are present.
- 7) Training. Training, to include firearms qualifications, for the SLEO III will be scheduled and administered by the Police Department consistent with current policy, Attorney General Directives and State law. All training shall be conducted in consultation with the District to facilitate school security. The Township is responsible for the cost of all SLEO III training and related expenses.
- 8) Uniforms and equipment. The SLEO III will be armed with a Police Department service weapon and shall wear uniforms with SLEO III patches as required by State Law. The Township is responsible for the cost of the SLEO III's uniforms and service weapon. Any department issued service weapon shall only be used in accordance with N.J.S.A. 40A:14-146.14.

- 9) Vehicle/Transportation. The Township is responsible to provide a vehicle for the use of the SLEO III for official purposes during the work day and to pay all costs related to same and/or the transportation of the SLEO III, including maintenance and insurance expenses.
- 10) Other Costs. The Township is responsible for any other expenses related to the SLEO III, including, but not limited to, any other required equipment (such as a bulletproof vest) and any pre-employment medical or psychological examination costs.
- 11) Indemnification. The Township agrees to defend, indemnify and hold the District harmless against any claims relating to the acts or omissions of the SLEO in his capacity as a Special Police Officer.
- 12) Term of agreement. This Agreement shall be deemed effective as of the start of the 2018-2019 School Year and shall remain in effect until the end of the 2018-2019 School Year. This Agreement may be revoked prior to its expiration, by either the District or the Township, upon thirty (30) days' written notice.
- 13) 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.
- 14) 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.
- 15) Authorization. Execution of this agreement has been authorized by resolutions of the Township Committee and the District Board of Education.
- 16) Assignment. There shall be no assignment of this Agreement by any party hereto.
- 17) 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.
- 18) Severability. In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.
- 19) 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.
- 20) Reservation. Except as otherwise expressly set forth in this Agreement, the Township and the District reserve all of their respective rights and powers under Federal Law and the laws of the State of New Jersey.
- 21) Entire Agreement. This Agreement and its provisions constitutes 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

TOWNSHIP OF BERNARDS

Township Clerk

Mayor

WITNESS

**BERNARDS TOWNSHIP
BOARD OF EDUCATION**

Rod McLaughlin
Business Administrator

Nick Markarian
Superintendent