



DIVISION OF LOCAL GOVERNMENT SERVICES
SHARED SERVICES AGREEMENT
COVER SHEET

PROVIDER: HARRISON TOWNSHIP COUNTY: GLOUCESTER

RECIPIENT: CLEARVIEW REGIONAL SCHOOL DISTRICT COUNTY: GLOUCESTER

BRIEF DESCRIPTION OF SERVICE:

THE TOWNSHIP WILL PROVIDE TWO FULL-TIME SCHOOL RESOURCE OFFICERS (SRO'S), ONE FOR THE HIGH SCHOOL AND ONE FOR THE MIDDLE SCHOOL. EACH SRO SHALL CONDUCT REGULAR PATROLS OF THE SCHOOL BUILDINGS AND GROUNDS, MONITOR HALLWAYS ESPECIALLY DURING PEAK PERIODS. SRO'S WILL PROVIDE AND/OR FACILITATE SAFETY AND SECURITY PROGRAMS TO STUDENTS, PROTECTING LIFE AND PROPERTY WHILE SUPPRESSING CRIMINAL ACTIVITY WITHIN THE SCHOOL

EFFECTIVE DATE: SEPTEMBER 1, 2018

EXPIRATION DATE: JUNE 30, 2019

Please submit this cover sheet with shared service agreement either via email to EGG@dca.state.nj.us or hard copies may be mailed to the Division of Local Government Services at PO Box 803, Trenton, NJ 08625-0803. Mailed correspondence should be sent to the attention of Shared Services.

**SHARED SERVICES AGREEMENT
BETWEEN THE TOWNSHIP OF HARRISON AND THE
CLEARVIEW REGIONAL HIGH SCHOOL BOARD OF EDUCATION
SCHOOL RESOURCE OFFICERS (“SROs”)**

THIS AGREEMENT dated August 31, 2018 is made between the **TOWNSHIP OF HARRISON** (hereinafter "Township"), a municipal corporation of the State of New Jersey, with principal offices located at 114 Bridgeton Pike, Mullica Hill, New Jersey 08062; and the **CLEARVIEW REGIONAL HIGH SCHOOL BOARD OF EDUCATION** (hereinafter the "Board" or the "District"), with principal offices located at 420 Cedar Road, Mullica Hill, New Jersey 08062, and collectively with the Township known as the "Parties".

RECITALS

WHEREAS, pursuant to the Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-1 et seq., authorizes and encourages public bodies such as municipalities and Board of education to enter into Shared Services Agreements with other governmental units to contract for the provision of any service which the parties to such agreement are empowered to render or receive under and within its own jurisdiction, whether administrative or otherwise, by adoption of a Resolution therefore; and

WHEREAS, the Township of Harrison and the Clearview Regional High School Board of Education are "local units" as defined by N.J.S.A. 40A:65-3; and

WHEREAS, the Township of Harrison and the Clearview Regional High School Board of Education understand that the residents of the Township and District will benefit from the sharing of certain defined services, and

WHEREAS, the Board has requested that in order to maintain the health, safety and welfare of the students and staff of the District, that the Township assign the services of two (2) dedicated School Resource Officers (“SROs”); and

WHEREAS, pursuant to the Shared Services Regulations promulgated under N.J.S.A. 40A:65-4, et seq., the Township and the Board has agreed that the District can be better served by two (2) SROs with services commensurate with their level of training and expertise in school policing ; and

WHEREAS, the Parties wish to memorialize their arrangement by the creation of a Shared Services Agreement (the “Agreement”) for the purpose of effectuating cost savings measures and to improve the efficient and effective provision of SRO Services to the schools; and

WHEREAS, the Parties have the necessary funds available to utilize in the planning, development, staffing and supplying of SRO Services to the District for the benefit of the staff and students attending the schools; and

WHEREAS, the Parties contemplate that no services shall be otherwise provided pursuant to this Agreement, except in accordance with applicable federal, state, and local laws and regulations governing the provision of police services.

WHEREAS, the proper and respective officials of the local units were authorized to execute this Shared Services Agreement pursuant to the adoption of Resolutions of their respective entities.

NOW, THEREFORE, in consideration of the foregoing recitals, promises and obligations set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound, it is hereby mutually agreed as follows:

1. DURATION, CANCELLATION, AND DEFINITIONS

1.1. **Duration of Agreement and Right of Cancellation.** The term for this Agreement shall be for one (1) year, commencing September 1, 2018 and ending on June 30, 2019 or the last scheduled day of the 2018-2019 school year, whichever is earlier. The Parties agree to meet no later than April 30, 2019 to discuss any extension or modification to this Agreement for a subsequent year.

1.2. **Definitions.** As used in this Agreement, unless the context indicates otherwise, the following terms shall have the following meanings and are to be interpreted consistent with the context of this Agreement in which each term is used:

1.2.1. "Agreement" shall refer to the within Shared Services Agreement executed by the Township and the Board.

1.2.2. "Township" shall refer to the Township of Harrison, County of Gloucester and State of New Jersey.

1.2.3. "Board" shall refer to the Clearview Regional High School Board of Education, Gloucester County and State of New Jersey

1.2.4. "District" shall mean the Clearview Regional High School District, Gloucester County and State of New Jersey.

1.2.5. "Police Department" shall mean the Harrison Township Police Department.

1.2.6. "Chief of Police" shall mean the Chief of Police of the Harrison Township Police Department, who is vested with all of the powers and duties set forth in N.J.S.A. 40A:14-118, et seq. and Township Code § 53-6, et seq.

1.2.7. "SRO" is defined to mean School Resource Officer.

1.2.8. "SRO Services" means the duties and services to be provided by the School Re-source Office in accordance with the job responsibilities set forth in Section 2 of this Agreement.

1.2.9. "School" or "Schools" shall refer to Clearview Regional High School and the Clearview Middle School.

2. SRO SERVICES AND OBLIGATIONS

2.1. Terms and Conditions. The services of a School Resource Officer shall be provided according to the following terms and conditions:

2.1.1. During the term of this Agreement, the Police Chief shall assign two (2) Police Officers to the Board to provide services as SROs for the District, each to work at one of the Schools. The Police Chief shall assure compliance with all aspects and requirements of the Agreement between the Township and the Board.

2.1.2. The SROs assigned to the District shall not leave their post except when requested by appropriate superior officers. The assigned SROs are not to be removed from their assignments for any routine police functions.

2.1.3. The duties and responsibilities and operational requirements of the SRO shall be as follows:

2.1.3.1. The SROs shall be assigned to work full-time in accordance with the Student Calendar in effect for each year of the Agreement, exclusive of all school-holidays and as the Calendar may be amended throughout the year by the Superintendent to account for snow or other emergency days.

2.1.3.2. One (1) SRO will be regularly assigned to work at Clearview Regional High School, and one (1) SRO will be regularly assigned to work at the Clearview Middle School.

2.1.3.3. Generally, the SROs will work at the schools from 7 am to 3:30 pm Monday – Thursday, and 7 am to 3:00 pm on Friday, when school is in session. Specific SRO duty hours at a particular school shall be set by mutual agreement between the Board, at the recommendation of the principal of the school to which the SRO is assigned, and the Chief of Police.

2.1.3.4. One (1) marked police car shall be made available for each SRO and should remain parked on school premises while the officer is on duty.

2.1.3.5. Each SRO shall conduct regular patrols of the School buildings and grounds and monitor the hallways, with emphasis on entrance and dismissal time, change of class period, lunch periods and gym periods.

2.1.3.6. Each SRO shall take necessary actions as to trespassers, suspicious persons and conditions and report significant acts, occurrences and conditions to the school principal or their designee.

2.1.3.7. Each SRO shall meet regularly with School Administration, School Disciplinarian(s), School Nurse, Security Personnel and other District personnel.

2.1.3.8. Each SRO shall participate in and help coordinate all safety drills in coordination with the school principal.

2.1.3.9. Each SRO shall develop proactive programs and make recommendations to protect school and personal property from damage and theft.

2.1.3.10. Each SRO shall interface with students, especially those requiring special attention, mediation or intervention services.

2.1.3.11. Each SRO will provide and/or facilitate safety and security programs as re-requested by the Superintendent to both staff and students, including but not limited to: information on the prevention and intervention of bullying and harassment; cyber-bullying; weapons possession and response; drug and alcohol awareness and prevent programs; and programs to identify and manage students with behavioral issues before such students become involved in the criminal justice system.

2.1.3.12. Each SRO shall provide security and surveillance at their assigned school, note and report irregularities, dangerous practices and conditions, accidents, fires and other acts or circumstances requiring police or other action, which affect the health and welfare of the students and school personnel

2.1.3.13. Each SRO shall protect life and property.

2.1.3.14. Each SRO shall suppress criminal activity.

2.1.3.15. Each SRO shall conduct investigations of criminal or delinquent activity according to established Police Department policies and procedures, and shall coordinate the sharing of delinquency information between the schools and Police Department consistent with N.J.S.A. 2A:4A-60(e) and the Uniform State Memorandum of Agreement between Education and Law Enforcement Officials, as revised from time to time.

2.1.3.16. Each SRO shall apprehend and prosecute criminal offenders, warn, detain, cite and/or take into custody, violators of the law when necessary.

2.1.3.17. Each SRO shall assist in residency verification, truancy and delinquency investigations.

2.1.3.18. Each SRO shall apprise the School Principal on matters dealing with enforcement of custody orders or domestic violence restraining orders.

2.1.3.19. Each SRO shall provide instruction for specialized, short-term programs involving a range of subjects such as security, crime prevention, drug and alcohol education, the criminal justice system and related topics.

2.1.3.20. Each SRO, with the knowledge of the School Principal and upon assignment by his/her immediate supervisor, shall investigate offenses occurring off school property, provided such investigations relate to students attend the school to which the SRO is assigned.

2.1.3.21. Upon request, each SRO shall attend conferences between school personnel and parents regarding either individual students or general security concerns.

2.1.3.22. Each SRO shall serve as a role model to students by demonstrating appropriate attitudes, behavior and respect.

2.1.3.23. Each SRO shall enforce traffic and parking laws and regulations on school property.

2.1.3.24. Each SRO shall advise appropriate school personnel on conduct which may or may not rise to the level of criminality.

2.2 Board Actions. The Board shall take the following actions:

2.2.1. The Administration of the Schools shall meet with the School's assigned SRO as needed, but not less than once a month to discuss any student, safety and/or security issues impacting the School.

2.2.2. The Schools shall be responsible for informing students and parents of safety and/or security issues in a timely manner and as necessary.

2.2.3. Each School shall provide and maintain adequate facilities on the School's premises to be used by the SROs as office space. Any equipment and/or furnishings located in this office space will remain the property of the Board and shall not be removed from the office.

3. COMPENSATION AND PAYMENT.

3.1. SRO Services. In exchange for the Township providing the services of two (2) SROs as required under this Agreement, the Board shall pay to the Township an annual sum equal to \$10,145-90 Thousand Dollars (\$ 10,145.90).

3.2. Manner and Frequency of Payment. All compensation specified herein shall be payable in one (1) annual installment, due on or before _____, 2018.

4. SRO EMPLOYER, EQUIPMENT, TRAINING, INDEMNIFICATION, AND INSURANCE.

4.1. SROs are Township Employees. It is understood between the Township and the Board, and any successors or assigns, that the SROs are employees of the Township and shall in no way be construed as employees or joint employees of the Board for any purpose including, but not limited to, Affordable Care Act, or any successor insurance program adopted by the federal or state governments, pensions, health or other benefit insurance, taxes, Fair Labor Standards Act, Workers Compensation, or for any other reason.

4.2. Exclusive Control and Supervision. SROs supplied by the Township are subject to the sole and exclusive control, supervision of the Township through its Police Department and Police Chief.

4.3. Training/Criminal Background Check. The Township shall be responsible for ensuring that any individual assigned pursuant to this Agreement shall have undergone the requisite SRO training program as established by The Police Training Commission in the Division of Criminal Justice in the Department of Law and Public Safety, or any successor division or department. In addition to the initial SRO training received by the individuals assigned under this Agreement, the Township shall ensure that these individuals undergo such additional training as is recommended by the Department of Law and Public Safety on an annual basis.

The Township shall further ensure that any individual assigned to the District has undergone the requisite criminal background check consistent with N.J.S.A. 18A:6-7.2. Any cost associated with any SRO training program or the criminal background check shall be borne by the Township.

4.4. Equipment. All property, equipment, supplies, materials and vehicles furnished by the Township or used by the SROs in performing their duties under this Agreement shall remain the property of the Township. Any property, equipment, supplies, or materials furnished by the Board or used by the SROs (not owned by the Township) shall remain the property of the Board and shall be returned to the Board upon notice to the SRO.

4.5. Indemnification. The Township shall be responsible for all claims and suits resulting from or arising out of the negligence or intentional misconduct of its SROs, and the Township agrees to fully indemnify and hold harmless the Board from any such claims or suits including, but not limited to, any reasonable attorney's fees and costs of suit incurred by the Board as a result thereof. The Board shall indemnify and hold harmless the Township, its officers, directors, employees, agents and representatives, for any such claims or suits including, but not limited to, any reasonable attorney's fees and costs of suit incurred by the Township as a result of any claims or suits brought by third parties for any negligence or intentional misconduct by any employee of the Board.

4.6. Insurance. The Township shall furnish to the Board, a Certificate of such insurance coverage containing a thirty (30) day advance cancellation clause and which said coverage shall name the Board as an additional insured under the Township's insurance policy. It is the intent and understanding between the parties that any duties undertaken by an SRO pursuant to this Agreement will be considered duties undertaken pursuant to the SROs employment with Harrison Township.

4.6.1. All SROs shall be fully and properly insured for Worker's compensation coverage by the Township as required by the laws of the State of New Jersey.

5. DEFAULT, CURE AND TERMINATION.

5.1. Event of Default. The following events shall constitute default of this Agreement:

5.1.1. Failure of the Board to pay the Township any undisputed amount that becomes due under this Agreement, for a period of thirty (30) days after the amount becomes due.

5.1.2. Failure of either party to perform or fulfill any other covenants or conditions set forth in this Agreement, when such failure continues for a period of thirty (30) days after notice of such failure from the non-defaulting party.

5.2. Opportunity to Cure. In the event of default, as defined in Section 5.1 of this Agreement, the non-defaulting Party may serve upon the defaulting Party a written notice of its intent to terminate this Agreement and demand that the defaulting Party cure such default within sixty (60) days from the date of such written notice. If the defaulting Party cures the default within sixty (60) days from the date of such notice, then the notice of intent to terminate shall have no force or effect. If, however, the defaulting Party has not cured the default by the end of the sixty-day period, after the expiration of the sixty (60) day period, this Agreement shall automatically terminate with no further obligation of either Party.

6. NOTICE. Unless otherwise provided in writing, any notices to be given or to be served upon any of the Parties hereto, must be in writing and may be delivered personally or by overnight, certified, or registered mail, or by a nationally-recognized courier service. Such notices shall be delivered to the applicable Party at their respective addresses as set forth below, or at such other address as either Party may hereafter designate to all other Parties in writing:

The Township: Township of Harrison
 114 Bridgeton Pike
 Mullica Hill, New Jersey 08062
 Attn: Mark Gravinese
 Business Administrator

The Board: Clearview Regional High School
Board of Education
420 Cedar Road
Mullica Hill, New Jersey 08062
Attn.: Esther Pennell
Business Administrator/Board Secretary

7. GENERAL PROVISIONS.

7.1. **Mutual Cooperation.** The Parties agree to undertake all commercially reasonable efforts to effectuate the terms of this Agreement and agree to cooperate with each other in the timely effectuation of the same.

7.2. **Amendments.** This Agreement shall not be amended except by mutual consent of all Parties hereto in a signed writing transmitted to all Parties pursuant to the notice provisions set forth herein.

7.3. **Counterparts/Facsimile Signature.** This Agreement may be executed in separate counterparts, each of which shall be an original and all of which taken together shall constitute one and the same instrument, and such execution may be evidenced by signatures delivered by facsimile transmission. Delivery of an executed copy of this Agreement by facsimile shall be equally as effective as delivery of a manually-executed copy of this Agreement and delivered, shall constitute an original, fully enforceable counterpart for all purposes. Facsimile counterparts shall be accepted and enforceable. Immediately following the delivery of a facsimile counterpart, the sending Party shall deliver a counterpart with the original execution page. The Agreement shall not be effective as to either party until approved by both party's governing bodies.

7.4. **Terms Deemed Invalid.** In the event that any provision of this Agreement shall be determined to be invalid, unlawful or ineffective, the remaining provisions of this Agreement shall not be affected thereby and shall remain in full force and effect and the Parties shall act in good faith to amend this Agreement to conform to any such finding of invalidity, illegality or ineffectiveness.

7.5. **Governing Law and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey, without reference to choice of law rules, and the Parties hereby further agree to submit to jurisdiction of the Superior Court of New Jersey, Gloucester County Vicinage. Service of any complaint may be affected consistent with the terms hereof for the delivery of notices. The Parties hereby waive formal service of process. The Parties expressly waive trial by jury in any such litigation.

7.6. **Acknowledgement of Parties.** Each of the Parties has carefully read and understands the terms and conditions of this Agreement, and each party has been advised by counsel as to the meaning and legal implications of this Agreement, and executes this document as its own free act. This Agreement has been prepared with the joint input of counsel for both Parties, and therefore, this Agreement shall be construed on with parity between the Parties, and any presumption for resolving ambiguities against the drafter or any Party shall not apply.

7.7. **Waiver of Breach.** The waiver by any Party of a breach of any provision of this Agreement shall not operate nor be construed as a waiver of any subsequent breach, nor shall any waiver of any provision of this Agreement in any instance be deemed to be a waiver of any other provision in any other instance.

7.8. **Authority to Bind.** The Township and the Board each represent that it is duly authorized to execute this Agreement, and to enter into the agreement described herein, and that the person signing this Agreement has the authority to bind the party for whom he is signing this Agreement. No undertaking or obligation contained herein conflicts with any contracts or obligations to which any of the Parties to this Agreement is a party.

7.9. **Binding Agreement.** This Agreement shall be binding upon, enforceable against, and inure to the benefit of all of the Parties and their respective successors, assigns, employees, partners, affiliates, associates, agents, representatives, directors, officers, members, subsidiaries, related corporations, parent companies, shareholders, principals, and underwriters. Any reference to a Party shall be deemed to include reference to all of the foregoing.

7.10. **Entire Agreement.** This Agreement, including all of the prefatory/introductory statements and recitals and all of the exhibits attached hereto, are incorporated herein and made a part hereof, and collectively constitute the entire understanding between the Parties hereto, represents the final written expression of the Parties with respect to the subject matter hereof, and may not be amended, altered or modified except by a writing signed by each of the Parties.

7.11. **Captions.** Captions and titles to this Agreement are inserted for the purpose of convenience of reference only and are not to be construed as limiting or modifying the scope and intent of the various provisions of this Agreement.

7.12. **Notice of Actions.** The Parties and their respective counsel agree immediately to provide each other with notice of any lawsuits, administrative actions or governmental declarations threatened or pending of which they are actually aware which may affect this Agreement or any specific provisions thereof.

7.13. Time for Performance. Should any date on or before which the performance of any act is required under the terms of the Agreement fall on a Saturday, Sunday, legal holiday and/or generally recognized religious holiday in the State of New Jersey (such as Christmas, Good Friday, etc.), the date for performance shall be extended to and shall occur on the next succeeding business day. All references to "days" shall be deemed to refer to calendar days unless the context clearly and unequivocally requires otherwise. Except as otherwise set forth herein, any act to be performed on or before a certain day shall be deemed to be required to be performed on or before 5:00 p.m. on the day set forth and, if performed after 5:00 p.m., shall be deemed not to have been performed on said date.

[Signatures appear on next page]

IN WITNESS WHEREOF, each party has executed this Agreement and affixed its corporate seal on the date indicated. By executing this agreement, each party acknowledges that said execution has been duly authorized by a proper Resolution of the governing body.

TOWNSHIP OF HARRISON

BY:



LOUIS F. MANZO, MAYOR

ATTEST:



DIANE L. MALLOY
Clerk

**CLEARVIEW REGIONAL HIGH SCHOOL
BOARD OF EDUCATION**

BY:



JOHN HORSCHAK, III,
SUPERINTENDANT

ATTEST:



ESTHER PENNELL
Business Administrator/Board Secretary