

## **QUESTIONS FROM WW TOWNSHIP COUNCIL**

### **Mrs. Geever**

1. Who wrote the proposed Shared Services Agreement? What attorney, if any, has reviewed this agreement for West Windsor Township?

**The Shared Service Agreement was created over a series of multiple meetings that included both township Business Administrators, CFO's, Police Chiefs, Lt. Tavener (named as next Plainsboro Chief) and Lt. Lee. Representing the school district was Chris Russo, Asst. Supt Finance, Patrick Duncan, Special Assistant for Labor Relations, Mark Toscano, BOE Attorney and Dr. Aderhold.**

**Plainsboro Township received feedback and made recommended changes from their township attorney. WW Township choose not to have their attorney review. However, since Plainsboro's attorney also represents WW township the parties were comfortable with the recommendations.**

**Ultimately, Mark Toscano was the primary author of the Shared Service Agreement with input from all participants.**

2. Has there been any review from any administrators or attorneys on Shared Services Agreements which are in place in other New Jersey school districts?

**Yes. Mark Toscano, WWP BOE Attorney and Edwin W. Schmierer, Esq. Plainsboro Township Conflict Counsel**

**Yes. Shared Service Agreements from Howell and North Brunswick served as primary models.**

3. Under **DEFINITIONS**....B Operating School Hours...Explain what “...or when the school is occupied by the public for nonpublic use.” Does this mean that there will be SLEO III officers at performances by private organizations who rent the auditoriums or for private groups renting classrooms during the weekends? If so, will user fees increase to cover the officers’ time?

**SLEO III’s primary responsibility is to ensure the safety and security of staff and students during the school day. I do not foresee any opportunity where officers would be utilized for nonpublic use. That provision was included as it is permissible under the rules as long as it is on school grounds. The reality, officers hours are restricted and the hours that they are available will be during time when students and staff are present. Should an outside group require a police presence they would need to contract for overtime with the police department. This is no different than what the school district will continue to do for major events such as football games.**

4. Under **GOALS AND OBJECTIVES**...Will the SLEO IIIs replace the current police officers who are regularly in and out of the schools for educational programs and activities etc.? Under A there seems to be an overlap of duties.

**No. The relationship with the WW and Plainsboro Police Departments will continue. SLEO III’s will provide a dedicated presence that our current police department is unable to maintain. Our relationship with the police will only be strengthened by the utilization of SLEO III’s.**

Note that on page 5 of Chapter 68 that was provided to Council, C.40A:14-146.16 (5b) states, “A Class three special law enforcement officer may be employed only to assist the local law enforcement unit with security duties and shall not supplant a law enforcement officer employed pursuant to the provisions of N.J.S. 18A:17-43 or a safe schools resource officer employed pursuant to the provisions of section 3 of P.L. 2005, c.276 (C.18A:17-43.1).” Does this conflict with A under GOALS AND OBJECTIVES which states, “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”?

**This is not a conflict. The provision referenced on page 5 of Chapter 68 is a workforce protection provision. Simply, SLEO III’s are not to supplant for police officers. This provision is meant to ensure that municipalities did not reduce law enforcement officers and replace them with SLEO III’s as a cost savings measure.**

**As such, adding SLEO III’s where there are none is not a conflict to the goals and objectives. Rather, the addition of SLEO III’s makes the Goals and Objectives possible.**

Under Police Presence at Extra-Curricular Events...At after school events will it be full-time uniformed police officers or SLEO IIIs covering such events? This paragraph mentions both categories of officers.

**Events which utilize full-time uniformed police officers will continue to do so. Ex/ Football game or a robotics competition. SLEO III’s are restricted in the number of hours allowed under ACA (less than 30 hours per week). We will want SLEO III’s to attend some events for the school they are assigned in order to foster relationships with students and families. However, most evening and weekend event**

**coverage will continue to be covered by full-time uniformed police officers.**

5. Under **EMPLOYMENT AND ASSIGNMENT OF SLEO IIIs**... A... it states, "The SLEO IIIs shall be appointed for terms not to exceed one year by the Mayor and approved by the Committee, subject to the Municipal Ordinance and the laws of the State of New Jersey." The phrase "approved by the Committee" assumes Committee/Council approval. I believe "approved" should be changed to "voted upon."

**Officers are provided an annual contract. The hiring approval process is the determination of each respective municipality. I would imagine that the process utilized would replicate your hiring practices for police officers.**

6. Under **DUTIES OF SLEO III**...D...operating hours is defined under DEFINITIONS- B to include "...or when the school is occupied by the public for nonpublic use." Is the School Board asking the township to have SLEO IIIs, at Board expense, for the entire day every day, including weekends?

**Each SLEO III will have a schedule in which they are assigned to a school building Monday – Friday not to exceed 29 hours per week. All costs are at the expense of the Board of Education as outlined in Section VIII (Accounting) and further represented in Section XI (Termination).**

Under G...the SLEO IIIs "shall be responsible for conducting security assessments and vulnerability studies as directed by the Chief of Police and in consultation with the Building Administration at the School."

Who is presently doing this kind of work, if anyone? Has the school district ever hired a consultant or had the police department conduct such assessments?

**No consultant has ever been hired to conduct a security assessment or vulnerability study. Guidance on security has always come from partnership with law enforcement and the NJ Department of Education School Security Task Force and the Office of School Preparedness and Emergency Planning.**

G b...is there a typo with the “can may occur happen” language or is that the way it is supposed to read?

**Fixed.**

Under J...Besides training that is required by law, will there be training for officers in how to interact with Special Education students prior to commencement of their work?

**Police Officers will receive the mandatory training required by law.**

**Police Officers are required to be trained to work with special needs populations. As we are hiring veteran retired officers with a recent break in service of 6 months – 3 years all officers will have been previously trained. Further, the SLEO III law is very clear that training must include the completion of School Resource Officer training.**

**While the specifics of the training is the determination of the Chief of Police as identified by the agreement, it is the expectation of the district that all officers will maintain regular and ongoing training regarding working with students and special needs populations.**

**Officers will also be invited to attend district trainings when appropriate.**

**The training schedule will be subject to the availability of the particular training. However, the district and the police departments have already started to sketch out plans for a training cycle. This is subject to the start date of the officers. Assuming we will hire officers over several months, the training will have to be ongoing to ensure all hires receive training.**

M and N...Why are the SLEO IIIs being allowed to transport students in their vehicles? Shouldn't full-time police officers be doing this? Are the townships now going to provide the SLEO IIIs with a police car or other car for such transportation? If so, is the school district going to pay for these additional vehicles or for mileage reimbursement?

**If such a need ever occurred these provisions are to provide assurance that the police department and building administration are aware. In almost every scenario it would be a full-time officer or ambulance transporting students. These provisions are meant to provide protections and understandings. While I do not see this as a realistic scenario, we need guidelines. For example, the district has guidelines for teachers transporting students in personal vehicles. While teachers do not drive students in their cars, we still maintain the policy.**

#### **7. Under ROLES AND FUNCTIONS OF THE TOWNSHIP CHIEF OF POLICE OR DESIGNEE...**

-Personnel issues...Is the police chief/designee expected to receive additional compensation for (c) "to oversee and manage the Township

personnel assigned under this agreement?” There are a lot of additional responsibilities being given to the police chief/designee. Will these duties need to be memorialized in their collective bargaining contract and/or in ordinance?

**Additional dollars are built into the budget to increase police supervision. This designated officer would provide oversight of the SLEO III's. With the oversight from the Lt. and Chief. This plan has been agreed upon and vetted by the Police Chief's. This was their plan.**

F...Does the Chief Financial Officer have to transfer current municipal funds into a newly created special line item so that funds are available to pay the SLEO IIIs? If so, this needs to be explained to the Council as the township would have to budget for the anticipated expenses. It appears that the township has to “front” the money for future reimbursement by the school district. Are these costs under the 2% cap or can they be considered an exemption to the cap?

**Section VIII of the agreement identifies the financial arrangements. The BOE will reimburse all payments for services outlined within the agreement. The specifics of your question must be answered by the CFO and township Business Administrator.**

**8. ACCOUNTING...A...**Are invoices being sent from the township to the district's Assistant Superintendent for Finance once a month or twice a month? How often are the SLEO IIIs being paid?

**This is a question for your business officials. The school district will process invoices as fast as they are provided.**

**As to how often SLEO III's are paid, this is also a question for business officials and the Chief of Police. However, my assumption is on the same timelines as other officers.**

B...Reimbursable items are to be determined by the appointed Operations Review Committee. Why hasn't this been determined to date? These costs need to be clearly defined in a Shared Services Agreement.

**The costs are identified and agreed upon for the purpose of creating the budget. The Operations Review Committee will review expenditures to ensure agreement throughout the process and to ensure fiscal oversight and controls.**

Are the SLEO IIIs going to wear the regular uniforms of their respective police departments?

**The uniforms are the determination of the Chief of Police. In discussions, we plan on khaki pants with polo shirts (with police insignia)**

It should be clear in language that all bills for the year are to be paid within 30 days of receipt of an invoice. G indicates that bills are to be paid before the expiration and/or termination of the agreement. The initial agreement is for five years.

**The CFO and Business Administrator and the Assistant Superintendent of Finance have all reviewed the Accounting Section and are comfortable with the wording. The district has committed to processing invoices in a timely manner. As our BOE meetings occur twice a month for the majority of the year we do not see any difficulty in honoring an expedited timeline.**



**9. DURATION & RENEWAL...**I've been told that the West Windsor police department does not presently have six SLEO III applicants that it wants to hire. **As this agreement commences on July 1, 2018, has the Board considered a one year pilot at a particular grade level, for example high school, so that all parties can assess this new initiative at the end of the year?** If there's agreement on a pilot, then eliminate the language in B.

**No. This is not being presented as a pilot. The safety and security of our students and staff will not be a pilot program.**

**Regarding the availability of candidates, in order to ensure that we hired the best candidates, it is not the expectation that we will hire all officers at once. We will hire candidates as identified by the Chief of Police and with input from the school district. These officers will represent the township and the school district and it is critically important that we not rush the hiring practice just to say we have officers in our schools. The right officers are critical to the success of this program.**

Also, is the cost in terms of administrative time to prepare the accounting of all expenses, whether on a monthly basis or an annual basis, to be reimbursed back to the township?

**No. There is no reimbursement for administrative time. There is money built into the agreement for additional police management and oversight.**

**10. DISPUTE RESOLUTIONS...C...**It states, "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.” Is there to be no involvement for the mayor’s to try to resolve the dispute? Is there a statutory law that provides a process for such disputes?

**In my nine years working with the township officials, professional staff, and police department, I am confident that any concern regarding the program will be resolved at the Operations Review Committee.**

b...Does this say that if the Board doesn’t have sufficient funds for payment of services that it or the township can terminate the agreement? This would leave the township stuck with having to pay for services requested by the school district. This section should be further reviewed by the township attorney, if it hasn’t already been done.

**No. This says that the school district is responsible for the payment. Further, if the district is unable to pay the program ends. This provision was specifically asked for by the township to ensure that the township would not be “stuck” with paying for these services.**

A. **The language was updated since you were provided the agreement to state, “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.”**

**This clarification was made with input from the Plainsboro Township Attorney (aka. the WW Township Conflict Attorney)**

## **11. OTHER REPRESENTATIONS**

E...What is the additional cost for worker's compensation for West Windsor SLEO IIIs?

**Worker's compensation is built into the agreement and covered by the school district.**

Is our insurance company or someone else recommending the comprehensive general liability amounts of \$1,000,000 per occurrence and \$1,000,000 in the aggregate?

**The increase for the township in the Joint Insurance Fund (JIF) per officer is built into the budget and covered by the school district.**

12. While the Council has received the **FY2018 Annual Budget** (Salary and Wage) for Plainsboro, it should receive such information based on West Windsor's projected estimates and costs. I don't see a line for costs for uniform/clothing allowance, gun, vehicle, administrative time etc.

**In the attached document you will find the 3 page budget that is inclusive of costs determined with township officials.**

**Uniforms/clothing allowance and other costs are included. Any other associated costs determined by the Operation Review Committee as a necessary part of the uniform would fall under miscellaneous expenses. Vehicles are not covered as Class III Officers will report to the schools in their private vehicles (they will not be in police vehicles). The costs include police management and oversight.**

## **Jyotika Bahree**

1. Can there be a common recruitment task force for the two townships – WW and Plainsboro – composed of officers from both towns for the purposes of achieving consistency in the quality of hired officers for schools in both towns?

**The Operations and Review Committee is established in the shared services agreement and will meet jointly with both townships to ensure consistency. There is a strong partnership with both departments and we will continue to meet as a group.**

2. Will the Class III SRO double up as “eyes on the door” or will the school district continue that program the way its run currently?

**Yes. This is not a “double up” as the roles and function are completely different.**

3. Can you describe a typical day of the SRO as they go about fulfilling their many and challenging responsibilities as educators, informal counselors and community police officers in the schools? And if they are inside a class somewhere in our very large schools, what does it mean for response times if there were to be an incident?

**This will be discussed at the presentation.**

4. Would a 2-day training program be comprehensive enough to cover all aspects of their job responsibilities? And would they be required to undergo training on a regular basis so they can perform their jobs effectively?

**Not sure where the reference to a 2-day training program came from. The law is silent on the number of days for training.**

**The laws governing SLEO III Officers are governed by N.J.S.A. 40A: 14-146.10, et seq. but the West Windsor Police Department and WWPRSD will maintain a higher training standard by providing ongoing training to the officers.**

**Mrs. Hamilton**

1. What specifically will the police officers be doing in the schools. The video from the SB presentation talks about fulfilling a counsellor function-what training have these officers received for that role?

**To be discussed on Monday. The reference to a “counselor” function refers to the informal relationships that officers will make when working with students. Building strong relationships with the staff and students is a critical component of community policing and the success of this program.**

2. Detailed description of the type of training that the WWPD and/or school district will be providing to Class III officers to address issues of unconscious bias. Will any kind of training be provided to address these issues and what will the scope of that training be?

**To be discussed on Monday.**