

North Hunterdon-Voorhees Regional High School District
Annandale, NJ
September 19, 2017
Resolution BR919517-02

**SHARED SERVICES AGREEMENT
FOR
CLASS III SPECIAL LAW ENFORCEMENT OFFICER
Amended**

THIS AGREEMENT ("Agreement") is made by and between the NORTH HUNTERDON-VOORHEES REGIONAL HIGH SCHOOL DISTRICT BOARD OF EDUCATION ("School District"), with an address at 1445 State Route 31, Annandale, New Jersey 08801, and the TOWNSHIP OF LEBANON ("Municipality"), with an address at 530 W. Hill Rd., Glen Gardner, New Jersey 08826 (collectively, the "Parties").

WHEREAS, the School District and Municipality desire to provide the services of a police officer(s) assigned to the School District on a full-time basis; and

WHEREAS, both parties recognize the potential benefits of this program to the citizens of the Municipality and to the students and staff of the School District; and

WHEREAS, it is in the best interests of the School District and the Municipality to establish this program,

IT IS THEREFORE AGREED that the Municipality shall supply one or more Class III Special Law Enforcement officers(s) ("Officer") to the School District to be assigned to Voorhees High School upon the following terms and conditions:

1. Assignment of Officer

The School District and the Municipality agree to assign one Officer to Voorhees High School up to forty (40) hours per week during the school year. In the event of the absence or leave of the Officer, or if circumstances arise that require a change, the Municipality will provide a replacement Officer at no additional cost to the School District.

2. Selection of Officer

The Officer shall be selected by the Chief of Police in consultation with the School District. The School District may meet with and interview the Officer to determine if the Officer is suitable for working in a school environment. If the School District finds the officer selected by the Chief of Police to be unacceptable, the Chief may select another officer, or in the alternative, revoke this agreement.

3. Officer as Employee of the Municipality

Although assigned to Voorhees High School, any Officer so assigned remains an employee of the Municipality. The Officer shall remain subject to all rules and regulations of the police department and shall not be considered an employee of the School District.

4. Duties of an Assigned Officer

The duties to be performed at Voorhees High School by an Officer shall be assigned through the municipal police chain of command, in cooperation with the Superintendent of Schools and/or the Superintendent's designee.

Duties of an Officer may include:

1. The Officer shall provide security and surveillance of the areas assigned, note and report irregularities, dangerous practices and conditions.
2. The Officer shall take necessary action as to trespassers, suspicious persons and conditions, and report significant action, occurrences and conditions.
3. The Officer shall conduct investigations of criminal or delinquent activity according to established police department policy and procedures.
4. The Officer may be assigned to investigate offenses occurring off school property, provided such investigations relate to students attending Voorhees High School.
5. The Officer shall warn, detain cite and/or take into custody violators of the law when necessary.
6. The Officer shall testify in court, as needed.
7. The Officer shall complete timely and accurate reports in accordance with the requirements of the police department.
8. The Officer shall enforce traffic and parking laws and regulations on school property and cooperate and assist other public safety officials in traffic control as necessary.
9. The Officer shall recommend measures to protect school and personal property from damage and theft.
10. The Officer shall assist school personnel in dealing with emergencies.
11. The Officer shall supervise security at school activities and public meetings as directed.
12. The Officer shall assist in truancy investigations.
13. The Officer shall assist in the investigation of parents or guardians who may be sending nonresident children to the school.

14. The Officer shall advise the principal on matters dealing with the proper handling and security of money, personal possessions and valuable property.
15. The Officer shall assist the principal on matters dealing with the enforcement of child custody orders or domestic violence restraining orders.
16. The Officer shall coordinate the sharing of delinquency information between the school and the police department, as provided for by N.J.S.A. 2A:4A-60.
17. The Officer shall assist with Megan's Law notifications received by the school, as directed by the Prosecutor.
18. The Officer shall provide assistance in programs for peer mediation and peer leadership.
19. The Officer may act as an instructor for specialized, short-term programs involving a range of topics such as security, crime prevention, drug and alcohol education, the criminal and juvenile justice system, and related topics.
20. The Officer may assist with training of school security personnel.
21. The Officer shall coordinate his or her activities with the principal and school staff.
22. Upon request, the Officer shall attend faculty meetings.
23. Upon request, the Officer shall attend conferences between school personnel and parents regarding either individual students, or general security concerns.
24. The Officer shall serve at all times as a role model to students by demonstrating appropriate attitudes, behavior, courtesy and respect.
25. The Officer shall perform such other related duties as assigned by the Chief of Police.

5. Uniform

Unless engaged in activities for which a uniform would be inappropriate, an Officer shall wear a uniform in order to maintain a visible presence in the school and deter trespassers from entering the school.

6. Weapon

An Officer may carry a weapon when authorized by the Chief of Police. The weapon shall be carried either:

1. openly, in those circumstances where an armed presence may provide a useful deterrent; or
2. concealed, in circumstances where the Officer may wish to interact informally with students, parents or faculty.

7. Searches

The Officer shall not be routinely requested to participate in all student searches conducted by school officials. School officials may search a student based upon reasonable suspicion. A law enforcement officer must meet the more stringent requirement of probable cause in order to justify a search, and is usually also required to first obtain a search warrant. Requiring the Officer to conduct or participate in all student searches would invalidate searches conducted by school officials based on the standard of reasonable suspicion. However, an Officer may conduct searches under circumstances where a search by a law enforcement officer is permitted by law.

8. School Discipline

The Officer shall not act as a school disciplinarian. Disciplining students is a school responsibility. However, if the principal believes an incident may be a violation of the law, the principal may contact the Officer, who shall then determine whether law enforcement action is necessary.

9. Communication

The Chief School Administrator and the Chief of Police shall maintain open communication concerning the progress and effectiveness of the program. Voorhees High School shall also designate an administrator to act as a liaison with the officer assigned to that school.

10. Office Space

The school shall provide the Officer with a telephone and office space where students can meet and speak privately with the Officer. The office space must include a desk with drawers, a chair, filing cabinet and office supplies. The office must be able to be properly locked and secured. If possible, the office should be in a central location in the school building and easily accessible to students, faculty and school administrators.

11. Training

The Officer shall undergo and successfully complete training for safe schools resource officers, pursuant to N.J.S.A. 52:17B-71.8 and N.J.S.A. 18A:17-43.1.

12. Compensation of Officer

The Officer shall be compensated by the Municipality. The School District shall reimburse the Municipality for the costs of compensation of the Officer, up to \$86,000.00 in the 2017-18 school year.

13. Term of Agreement

The duration of this Agreement shall not exceed one year. This agreement shall become effective on September 20, 2017 and shall remain in effect until Jun 30, 2018. This agreement may be revoked prior to its expiration, by either the School District or the Municipality, upon thirty (30) days' notice.

**NORTH HUNTERDON-VOORHEES
REGIONAL HIGH SCHOOL DISTRICT
BOARD OF EDUCATION**

Dated: _____

By: _____

[Name] Jeffrey Bender
[Title] Superintendent of Schools

TOWNSHIP OF LEBANON

Dated: _____

By: _____

[Name]
[Title]

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