

**SHARED SERVICES AGREEMENT
FOR
CLASS III LAW ENFORCEMENT OFFICER
RESOLUTION B81418-3**

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 Road, Glen Gardner, New Jersey 08826 (collectively, the "Parties").

WHEREAS, the School District and Municipality desire to provide the services of Class III Special Law Enforcement Officers (SLEOs) assigned to the School District; 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;

WHEREAS the Municipality has, by ordinance, created the position of Class III SLEO; 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 employ and assign to the School District Class III SLEOs ("Class III SLEOs"), in addition to School Resource Officers (SROs) previously assigned, to perform law enforcement duties at Voorhees High School upon the following terms and conditions:

1. Assignment of Class III SLEOs

The School District and the Municipality agree to assign two Class III SLEOs to Voorhees High School on days when school is in regular session and during hours requested by the School District when the school is occupied by students or teachers. At the start of each semester, the School District will provide the Municipality with the school calendar for when Class III SLEOs are to be assigned, and it will provide at least 72 hours advance notice of changes to the school schedule for which the Class III SLEOs will be assigned. In the event of the absence or leave of either such assigned Class III SLEO, or if circumstances arise that require a change, the Municipality will make its best effort to assign at least one Class III SLEO to Voorhees High School in addition to school resource officers previously assigned.

2. Selection of Class III SLEOs

Each Class III SLEO shall be appointed by the Township of Lebanon Committee pursuant to state statute based on the selection by the Chief of Police in consultation with the School District, and shall be appointed for a one-year term. The Superintendent of Schools or his designee may meet with a selected candidate for Class III SLEO in advance of appointment and shall have the right, in his discretion, to reject the selection of the Class III SLEO to be assigned to the School District. If the Superintendent of Schools or his designee rejects any candidate for Class III SLEO, the Chief of Police may select another or, in the alternative, the Municipality may revoke this Agreement. Each one-year appointment shall be renewable upon agreement by the School District, the Municipality, and the Class III SLEO.

3. Class III SLEOs as Employees of the Municipality

Although assigned to Voorhees High School, any Class III SLEO so assigned shall be and remain an employee of the Municipality. The Class III SLEO shall be compensated by the Municipality (at a rate to be set by the Municipality), and shall be and remain subject to all rules and regulations of the police department, and shall not be considered employees of the School District. The Municipality shall be responsible for payment of Class III SLEO salaries, for all applicable employer contributions, and for payment of any and all costs relating to the Class III SLEO training, psychological testing, and background checks.

4. Duties of Assigned Class III SLEO

While in the performance of their official duties as Class III Special Law Enforcement Officers, the Class III SLEO shall perform all law enforcement and caretaking duties required and permitted by statutory law, case law, attorney general's guidelines, and Municipal departmental rules and regulations, and any other applicable written directives. The Municipality hereby expressly acknowledges that the primary function of the Class III SLEOs is to provide for the safety and security of all persons (students, teachers, staff, parents, contractors, etc.) on Voorhees High School property immediately before regular school hours, during regular school hours, and immediately after regular school hours and during hours when the school is occupied by students or teachers.

All specific duties to be performed by Class III SLEOs at Voorhees High School shall be assigned through the police department's chain of command in cooperation with the Superintendent of Schools and/or the Superintendent's designee.

5. Coverage

(a) Coverage shall be provided on days when Voorhees High School is in session during the school year (182 days per school year), on either of two shifts scheduled each school day. Shifts shall be assigned by the Chief of Police at his discretion. Coverage will be provided by having shifts which will typically be (a) 7:00 AM to 3:00 PM and (b) an afternoon shift depending on co-curricular events starting between 10:00 am to 1:00 PM until 6:00 pm to 9:00 PM; provided, however, that either or both shifts may be shortened on any days in which there is a scheduled delayed opening, early dismissal, or no after-school or evening activities; and provided further that the minimum shift will be four hours. Class III SLEO schedules will be set at least a month in advance except in extenuating circumstances, including but not limited to "make up" days or co-curricular schedules, when the Chief of Police will receive at least 72 hours notice of any change in hours to be assigned.

(b) Each Class III SLEO will be paid for a full scheduled shift on any day they work in which school is in session, including days on which due to inclement weather there is a delayed opening, early dismissal, or no after-school or evening activities. Class III SLEOs will not receive any pay for days on which school is cancelled.

(c) Class III SLEO will report directly to the school, and will be expected to arrive in uniform at the beginning of the assigned shift and remain at the school, unless duties require a Class III SLEO's presence elsewhere, until the end of the shift.

(d) Class III SLEO will be entitled to take breaks and meals each day as circumstances allow, per the Municipality's regular procedures for police officers.

(e) Class III SLEO may be required to work additional hours in any week as needed for required appearances during non-school hours or to cover for other Class III SLEOs during periods of leave or other absence. During school hours, if specifically requested by the school district, the Municipality will make its best effort to provide a SRO to replace an absent or unavailable Class III SLEO, and the School District agrees to reimburse the Municipality for the actual cost, including possible overtime.

6. Uniform

Unless engaged in activities for which a uniform would be inappropriate, each Class III SLEO shall wear a uniform in order to maintain a visible presence in the school and deter trespassers from entering the school. Uniforms shall be provided by the Municipality subject to the reimbursement agreed in section 12(d). Class III SLEOs will be provided with a dedicated shared space for storage of personal/civilian items (not including firearms).

7. Weapons and Other Equipment

(a) Each Class III SLEO shall be authorized to carry a firearm by the Chief of Police, and shall carry a firearm while engaged in the actual performance of the Class III SLEO's duties. All Class III SLEOs will be required to satisfactorily complete the basic firearms course required for regular police officers and annual requalification examinations as required for permanent, regularly appointed full-time officers.

(b) Weapons shall be carried either openly, in those circumstances where an armed presence may provide a useful deterrent, or concealed, in circumstances where the Class III SLEO may wish to interact informally with students, parents or faculty.

(c) Weapons and all other equipment used by Class III SLEOs for law enforcement purposes shall be obtained by the Municipality subject to the reimbursement in section 12(d) and shall be and remain property of the Municipality.

(d) Class III SLEOs shall be responsible for maintaining and securing all such weapons and other equipment. A secure storage facility for each Class III SLEO will be provided at Police Headquarters for storage of personal or issued firearms when off duty.

(e) Class III SLEOs shall not be provided with a Lebanon Township Police vehicle.

8. Searches

A Class III SLEO may conduct a search under circumstances where a search by a law enforcement officer is permitted by law.

9. School Discipline

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

10. Communication

The Superintendent of Schools and the Chief of Police shall maintain open communication concerning the effectiveness of the Class III SLEOs' assignment and performance of duties. Voorhees High School shall also designate an administrator to act as a liaison with Class III SLEOs assigned to the school and as a contact person for the Chief of Police.

11. Training

All Class III SLEOs will successfully complete training required for special law enforcement officers pursuant to N.J.S.A. 40A:14-146.10 and the training required for safe schools resource

officers pursuant to N.J.S.A. 52:17B-71.8 and N.J.S.A. 18A:17-43.1. Any additional training, beyond that required by this paragraph, will be provided as scheduled by the Chief of Police.

12. Payment for Class III SLEOs' Services

In exchange for the Class III SLEOs' services, the School District agrees to pay the Municipality the following amounts:

(a) Reimbursement for actual hours worked by each Class III SLEO during the 182 day school year in an amount not to exceed fifty-five thousand dollars (\$55,000) for each Class III SLEO. The hourly reimbursement will include the wages to the Class III SLEO, plus all applicable employer taxes and required contributions and Municipal overhead, and the cost of workers compensation insurance and general liability insurance coverage for each Class III SLEO. For any full year of implementation, payment of this amount shall be made quarterly for services provided in the prior three-month period, as follows, upon delivery of satisfactory invoices to the School District on or after the following dates: September 30, December 31, March 31, and June 30;

(b) Reimbursement of any and all amounts paid by the Municipality for training actually completed as required for special law enforcement officers and safe schools resource officers and as may be required in the judgement of the Chief of Police;

(c) Reimbursement of any and all amounts paid by the Municipality for criminal background checks, drug screenings, medical examinations and other examinations, if any, required of Class III SLEOs in accordance with N.J.S.A. 18A:6-7.1;

(d) Reimbursement of any and all amounts paid by the Municipality for Class III SLEOs' uniforms (two per Class III SLEO), bullet-proof vests (one per Class III SLEO), communications equipment, firearms and other equipment actually purchased by the Municipality and required in the judgement of the Chief of Police by Class III SLEOs in the performance of their duties; and

(d) One thousand dollars (\$1,000.00) per year, to cover other costs incurred by the Municipality in connection with implementation of this Agreement, payable quarterly on the same schedule as set forth in (a) above.

Payment of all amounts set forth in this paragraph shall be due within 30 days of the School District's receipt of satisfactory invoices submitted by the Municipality.

13. Indemnification

The Municipality agrees to indemnify the School District, including its Board of Education, its individual board members, officers, employees and agents (each "BOE Party" and together the "BOE Parties") and hold the BOE Parties harmless from and against all third-party losses, claims, demands and causes of action for damages (including reasonable legal fees, "Losses") for personal injuries or damage to tangible property to the extent directly resulting from the willful misconduct or negligent acts or omissions of the Municipality and/or one or more of the Municipality's individual Committee members, the Mayor, or the Chief any officer or employee of the Township, including but not limited to any SLEO providing services in accordance with this contract (each a "Township Party" and together the "Township Parties"). The BOE Parties agree to notify the Municipality as soon as reasonably practical of any Losses for which a BOE Party will request indemnification from the Municipality. The BOE Parties will provide the Municipality with any reasonably necessary information and assistance to defend such Losses.

The School District agrees to indemnify the Township Parties and hold the Township Parties harmless from and against all Losses for personal injuries or damage to tangible property to the extent directly resulting from the willful misconduct or negligent acts or omissions of the School District and/or a law enforcement officer providing services in accordance with this contract. The Township Parties agree to notify the School District as soon as reasonably practical of any Losses for which a Township Party will request indemnification from the School District. The Township Parties will provide the School District with any reasonably necessary information and assistance to defend such Losses.

14. Insurance

During the term of this Agreement, the School District will keep in force, at its expense, (i) public liability insurance, including contractual liability, with carriers authorized to do business in New Jersey with minimum limits of \$1,000,000 on account of bodily injuries or death of one person, and \$1,000,000 on account of bodily injuries or death of more than one person as the result of any one accident or disaster, and (ii) property damage insurance for loss or damage of \$1,000,000. The School District shall provide the Municipality with a Certificate of Insurance naming the Municipality as additional insured, and stating that said policy cannot be canceled except on thirty (30) days' notice to the Municipality. The Board of Education agrees to reimburse the Township for 50% of all out-of-pocket expenses and legal fees incurred in the defense of claims made arising from the services provided in this Shared Services Agreement.

15. Agreements

This contract, including any attachments to it and documents therein included by reference, sets forth the entire understanding and agreement between the Municipality and School District.

16. Law

This contract is made under and shall be governed by the laws of the County of Hunterdon, State of New Jersey.

17. Agency

Except as provided herein, neither party shall act as the agent of the other and neither shall have the ability to bind the other without express written permission duly authorized by the appropriate governing body.

18. Notices

All notices hereunder shall be in writing and sent certified mail, return receipt requested, for the Municipality to:

Karen Sandorse
Township of Lebanon
530 West Hill Road
Glen Gardner, NJ 08826
Telephone: (908) 638-8523 x11
Email: <mailto:clerk@lebtwp.net>

19. Term of Agreement

This Agreement shall be effective upon authorization and approval by the Township Committee of the Municipality and the Board of Education of the School District, and shall remain in effect through June 30, 2019. Upon action by both parties, this Agreement may be renewed for an additional one-year term, July 1, 2019 to June 30, 2020, upon the same terms as those set forth herein. This Agreement may be terminated by either party upon 30 days' written notice to the other.

TOWNSHIP OF LEBANON

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

By: _____
Mike Schmidt
Mayor

By: _____
Jeffrey Bender
Superintendent

Date: _____

Date: _____

4868450v6