

**SHARED SERVICES AGREEMENT  
FOR  
CLASS III SPECIAL LAW ENFORCEMENT OFFICERS  
RESOLUTION B81418-2**

**THIS AGREEMENT** ("Agreement") is made this 11<sup>th</sup> day of July, 2018 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 CLINTON ("Township"), with an address at 1225 Route 31 South, Annandale, New Jersey 08801 (collectively, the "Parties").

**WHEREAS**, the School District and Township desire to provide the services of Class III Special Law Enforcement Officers assigned to the School District;

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

**WHEREAS**, section 4-52E of the "Code of the Township of Clinton" ("Code" or "Township Code") authorizes the Township Council to "appoint and reappoint special law enforcement officers pursuant to N.J.S.A. 40A:14-146.9 et seq. for terms not to exceed one year"; and

**WHEREAS**, N.J.S.A. 40A:14-146.11 in turn authorizes municipalities to appoint several different classes of special law enforcement officers, including "Class Three" officers, who "shall be authorized to exercise full powers and duties similar to those of a permanent, regularly appointed full-time police officer while providing security at a public or nonpublic school or a county college on the school or college premises during hours when the public or nonpublic school or county college is normally in session or when it is occupied by public or nonpublic school or county college students or their teachers or professors"; and

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

**IT IS THEREFORE AGREED** that the Township shall employ and assign to the School District Class III Special Law Enforcement Officers ("officers") to perform law enforcement duties at North Hunterdon High School upon the following terms and conditions:

### **1. Assignment of Officers**

The Township agrees to assign up to three officers to North Hunterdon High School during the hours when school is in session as well as during the times immediately prior to and immediately after school is in session, thereby providing for an “overlap” of coverage for the school day. In the event of the absence or leave of all such assigned officers, or if circumstances arise that require a change, the Township may provide a replacement officer at no additional cost to the School District. Each officer so assigned shall have all the qualifications of a Class III Special Law Enforcement Officer established in N.J.S.A. 40A:14-146.11.

### **2. Selection of Officers**

Each officer shall be selected by the Township of Clinton, in consultation with the School District, and shall be appointed for a one-year term. The Superintendent of Schools or his or her designee may meet with each officer in advance of selection and shall have the right, in his or her discretion, to reject the selection of the officer to be assigned to the School District. If the Superintendent of Schools or his or her designee rejects any officer, the Township of Clinton may select another or, in the alternative, the Township may revoke this Agreement. Each one-year appointment shall be renewable upon agreement by the School District, the Township of Clinton, and the officer.

### **3. Officers as Employees of the Township**

Officers shall be and remain employees of the Township. Officers shall not be considered employees of the School District. Officers shall be compensated by the Township at the rate of twenty-four dollars (\$24.00) per hour less all applicable withholdings and deductions, and shall be and remain subject to all rules and regulations of the police department. The Township shall be responsible for payment of officers' salaries, any and all applicable benefits, and for payment of any and all costs relating to the officers' required training, psychological testing, and background checks. The Township shall be reimbursed by the District as set forth below.

### **4. Duties of Assigned Officers**

While in the performance of their official duties as Class III Special Law Enforcement Officers, officers shall perform all law enforcement and caretaking duties required by statutory

law, case law, attorney general's guidelines, departmental rules and regulations, and any other applicable written directives. The Township hereby expressly acknowledges that the primary function of the officers is to provide for the safety and security of all persons (students, teachers, staff, parents, contractors, etc.) on North Hunterdon High School property immediately before regular school hours, during regular school hours, and immediately after regular school hours.

All specific duties to be performed by officers at North Hunterdon 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. Hours, Work Day, and Work Year**

(a) Officers may work up to eight (8) hours a day on days when North Hunterdon High School is in session during the school year (182 days per school year), on either of two shifts scheduled each school day. No officer shall be entitled to work any specific shift or day. As per N.J.S.A. 40A:14-146.11(a)(3), officers shall provide law enforcement services on the school premises during hours when the school is normally in session or when it is occupied by students or teachers. Therefore, shifts shall be: (a) 7:00 AM to 3:00 PM, (b) 9:00 AM to 5:00 PM; provided, however, that either or both shifts shall be shortened on any days in which there is a delayed opening or early dismissal and provided further that the minimum shift shall be four (4) hours. On such shortened days, shifts will start or end at the beginning or end of teaching staff members' work day. Except in extenuating circumstances, including but not limited to inclement weather, officers shall be provided with at least 48 hours' notice of any change in school hours.

(b) Officers shall be paid hourly for each hour they work, including days on which there is a delayed opening or early dismissal. Officers shall not receive any pay for time they have not worked, including but not limited to days when school has been cancelled.

(c) Officers shall report directly to the school fully equipped and uniformed at the beginning of their assigned shift. Officers shall remain at the school until the end of their shift unless their Special Class III duties require their presence elsewhere.

(d) Officers shall be entitled to take breaks and meals each day as circumstances allow, per the Township's regular procedures for police officers.

## **6. Uniforms and Equipment**

Officers shall wear a uniform and carry all equipment as required by relevant law.

## **7. School Discipline**

Officers shall not act as disciplinarians for violations of school rules. However, if school staff believes that an act or incident may be a violation of the law, they may contact an officer who, in-turn, shall determine whether law enforcement action is necessary. However, once an officer has determined that an act or incident is a potential violation of the law, the officer shall handle the matter as he or she would with any similar violations of the law. By way of further clarification, no one on school property shall receive preferential treatment, and no school administrator shall dictate how a suspected criminal act is handled by the officer(s).

## **8. Communications**

The officers will be hired, controlled and directed by the Township. The North Hunterdon High School administrators will follow the proper chain of command regarding any concerns about the effectiveness of the officers' assignments and/or performance of their duties.

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## **9. Training**

An officer shall not commence his or her duties pursuant to this Agreement, and the School District shall have no obligation to pay the fees set forth below, unless the officer has successfully completed training required for special law enforcement officers pursuant to N.J.S.A. 40A:14-146.11 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.

## **10. Payment for Officers' Services**

In exchange for the officers' services, the School District agrees to pay the Township the following amounts:

(a) An amount equivalent to thirty-five thousand dollars (\$35,000.00) per year for each officer (prorated for any portion of the year during which this Agreement shall be in effect, beginning on the first day of the officer's assignment to North Hunterdon High School),

representing salary, plus all applicable employer taxes and required contributions. 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 Township for training actually completed as required for special law enforcement officers and safe schools resource officers;

(c) Reimbursement of any and all amounts paid by the Township for criminal background checks, if any, required of officers in accordance with N.J.S.A. 18A:6-7.1;

(d) Reimbursement of any and all amounts paid by the Township for officers' uniforms (two per officer), body armor (one per officer), firearms, and any and all other equipment actually purchased by the Township and required by officers in the performance of their duties; and

(e) One thousand dollars (\$1,000.00) per year, to cover other costs incurred by the Township 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 thirty (30) days of the School District's receipt of satisfactory invoices submitted by the Township.

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## **11. Term of Agreement**

This Agreement shall be effective upon authorization and approval by the Township Committee of the Township 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.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and  
year first above mentioned.

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

Witness:


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By: \_\_\_\_\_  
Jeffrey Bender, Superintendent

**TOWNSHIP OF CLINTON**

Attest:

  
Carla Conner, Municipal Clerk

By:  \_\_\_\_\_  
Hon. John Higgins, Mayor