

**SHARED SERVICES AGREEMENT
FOR THE PROVISION OF SPECIAL III LAW ENFORCEMENT OFFICERS**

This Shared Services Agreement (the "**Agreement**") is hereby made this ____ day of August 2022 (the "**Effective Date**");

by and between

the **TOWNSHIP OF MIDDLETOWN**, a municipal corporation of the State of New Jersey, with its principal offices located at 1 Kings Highway, Middletown, New Jersey 07748 (the "**Township**");

and

the **MIDDLETOWN TOWNSHIP BOARD OF EDUCATION**, a body politic of the State of New Jersey, with its principal offices located at 834 Leonardville Road, 2nd Floor, Leonardo, New Jersey 07737 (the "**BOE**");

Herein collectively referred to as a "**Party**" or the "**Parties**".

WITNESSETH:

WHEREAS, N.J.S.A. 40A:14-146.10 establishes the position of Class III Special Law Enforcement Officer to provide security to schools in the State of New Jersey when school is in session for students and staff; and

WHEREAS, the Township and the BOE both recognize the potential benefits of the provision of such services by Class III Special Law Enforcement Officers to the students and staff of the Middletown public schools; and

WHEREAS, the Township and the BOE desire to enter into an agreement whereby the Middletown Township Police Department shall provide for Class III Special Law Enforcement Officers to be hired and assigned to the Middletown public school district; and

WHEREAS, the Uniform Shared Services and Consolidations Act, N.J.S.A. 40A:65-1 et seq. authorizes local governmental entities to enter into an agreement, among other things, for the sharing of services.

NOW, THEREFORE, with the foregoing recitals incorporated herein by reference and in consideration of the mutual covenants contained herein, the parties hereto, intending to be legally bound, hereby agree as follows:

- I. **DEFINITIONS.** The following definitions shall apply to the terms of this Agreement:

- A. **“Department”** shall mean the Township Police Department, a department of the Township of Middletown established pursuant to Township Ordinance § 84-1 et seq. and N.J.S.A. 40A:14-118 et seq.
- B. **“Administrator”** shall mean the Township Administrator of the Township, who serves as the presiding authority over the Township Police Department, pursuant to Township Ordinance § 84-7(a).
- C. **“Chief of Police”** shall mean the Chief of Police of the Township Police Department, established pursuant to the provisions of Township Ordinance § 84-7(b)(1), or their designee.
- D. **“Superintendent”** shall mean the chief school administrator of the BOE or their designee.
- E. **“Class III Officer”** shall mean a class III special law enforcement officer, as defined in N.J.S.A. 40A:14-146.11(a)(3), that is hired by the Township for the provision of services to the BOE pursuant to the terms of this Agreement.
- F. **“School Official”** shall mean any and all persons employed by the BOE at the school building to which the corresponding Class III Officer is assigned.
- G. **“Applicable Law”** shall mean any and all applicable constitutional provisions, statues, laws, ordinances, case law, regulations, and policies of the United States of America, State of New Jersey, Township, and the BOE.

II. GOALS AND OBJECTIVES. It is understood and agreed that the BOE and the Township share the following goals and objectives with regard to the Class III Officers:

- A. To provide for occupant safety and building security for the BOE building to which the Class III Officer is assigned.
- B. To work in conjunction with BOE’s building administration to develop a schedule for the Class III Officers to attend activities held at schools, while on duty, such as parent group meetings, athletic events and school concerts.
- C. To act swiftly and cooperatively when responding to disruptions and criminal offenses at school.
- D. To work within the Department’s established chain of command to thoroughly investigate all offenses and crimes.

- E. To cooperate with other law enforcement officials in their investigations of criminal offenses which occur off campus.

III. PROVISION OF CLASS III OFFICERS BY TOWNSHIP FOR BOE.

- A. This Agreement memorializes the hiring by the Township of up to 25 Class III Officers, a supervising Lieutenant and Sergeant to be assigned by the Department to work in the BOE's schools throughout the school day, while school is in session from approximately September through June each year. Some Class III Officers may be assigned, as applicable and needed, during summer school. All Class III Officers shall be assigned by the Chief of Police, based upon the request of the Superintendent, to a specific school building contained in the BOE district. Each Class III Officer shall be primarily located at this assigned school building, and shall not provide any form of roving patrols among multiple school buildings.
- B. The Parties acknowledge that, under the terms of this Agreement, the Township is providing the number of Class III Officers that are requested by the BOE. It shall be the obligation of the Superintendent to advise the Township of any request by the BOE to modify the number of Class III Officers employed by the Township and assigned by the Department to the school district pursuant to the terms of this Agreement. If such a request is made by the Superintendent, the Administrator and/or Chief of Police shall cooperatively work with the Superintendent to assess the need for a different number of officers based upon the security needs of the district. The number of Class III Officers may be amended by mutual agreement between the Administrator, Chief of Police and Superintendent, without the need to amend the terms of this Agreement, provided that the BOE shall thereafter become responsible for all Township costs associated with the additional Class III Officers that are requested pursuant to the same.
- C. It is anticipated that the Class III Officers will be employed pursuant to their daily duty schedule including on-site presence at the assigned BOE building for the entirety of the school day, as well as commutation time to and from the Department headquarters for the Class III Officer to obtain their duty firearm, in accordance with N.J.S.A. 40A:14-146.14(b). The schedule and specific duties for Class III Officers while on-site shall be prepared by the Chief of Police in consultation with the BOE, consistent with the terms of this Agreement.

IV. EMPLOYMENT OF CLASS III OFFICERS.

- A. The Class III Officers shall be employees of the Township, not the BOE, and shall therefore be subject to the administration, supervision and control of the Department, and more specifically, the Chief of Police or

their designee. The Class III Officers shall be subject to the chain of command established by the Department. This section shall be interpreted consistent with the Chief of Police's authority established in N.J.S.A. 40A:14-118 et seq.

- B. The Chief of Police, with the input of the Superintendent, shall select the individuals that shall serve as Class III Officers pursuant to the following process:
 - 1. The Class III Officer must meet the criteria established by law to serve in this capacity, including but not limited to the provisions of N.J.S.A. 40A:14-146.10(b)-(g) and N.J.S.A. 40A:14-146.11(a)(3).
 - 2. Items to consider for purposes of selection of Class III Officers for this program shall include the following factors, as well as any additional factors identified by the Chief of Police:
 - a. Sufficient knowledge of the applicable Federal and State laws, municipal and County ordinances, and Board of Education policies and regulations;
 - b. Capability of conducting in depth criminal investigations;
 - c. Even temperament and ability to set a good example for students;
 - d. Communication skills that would enable the officer to function effectively within the school environment.
- C. Nothing within this Agreement shall preclude or interfere with the authority and powers of the Chief of Police in the management of the Class III Officers, as possessed under State law, municipal ordinance, or internal guidelines. The Parties acknowledge that the Class III Officers will be subject to all other personnel policies and practices of the Department, which include the right of the Chief of Police to make all final personnel decisions related to these positions, including reassignment if necessary.
- D. Notwithstanding the foregoing, nothing in this Agreement prevents the Superintendent from providing feedback to the Chief of Police and/or Administrator regarding the Class III Officer program and/or any performance by Class III Officers thereunder.
- E. Any and all Class III Officers governed by this Agreement shall only be hired by the Township to assist the Department with security duties, and shall not replace or substitute for full-time, regular police officers,

diminish the number of full-time officers employed by the Township, or supplant law enforcement officers employed pursuant to N.J.S.A. 18A:17-43 or safe schools resource officers employed pursuant to N.J.S.A. 18:17-43.1.

- F. Any and all Class III Officers governed by this Agreement shall not be eligible for health care benefits or enrollment in any State-administered retirement system, pursuant to N.J.S.A. 40A:14-146.16(d).
- G. The Chief of Police may assign regular uniformed officers of the Department to temporarily replace Class III Officers as necessary, including in cases of absence or vacation by the relevant Class III Officer, or if additional officers are needed by the BOE on a temporary basis.

V. DUTIES OF CLASS III OFFICERS. The Class III Officers shall be employees of the Department and shall operate under the supervision of the Chief of Police, consistent with N.J.S.A. 40A:14-146.14(c). The Class III Officers shall adhere to the following, provided such actions are not inconsistent with Applicable Law:

- A. The Class III Officers shall be armed at all times during the administration of their duties pursuant to this Agreement.
- B. The Class III Officers shall not refuse any reasonable request made by a School Official if the duty is consistent with this Agreement. The Class III Officers shall contact the Chief of Police for guidance if a request appears to be in conflict with this Agreement, their duties as a sworn law enforcement officer, or the mission of the Department.
- C. The Class III Officers are responsible for security in their assigned school, and shall work in cooperation with the Superintendent and School Officials, in the performance of their job duties, which shall include the following duties:
 - 1. Provide security and surveillance of the areas assigned, note and report irregularities, dangerous practices and conditions, accidents, fire hazards and other acts or circumstances, requiring police or other action, which could affect the health and welfare of students and school personnel.
 - 2. Take necessary action as to trespassers, suspicious persons and conditions, and report significant action, occurrences, and conditions.

3. Conduct investigations of criminal or delinquent activity or report these incidents according to established Police Department policy, procedures, and guidelines established by NASRO.
 4. Warn, detain, cite or take into custody violators of the law when necessary.
 5. Testify in court, and other hearings as needed.
 6. Complete timely and accurate reports in accordance with the requirements of the Department.
 7. Enforce traffic and parking laws and regulations on school property and coordinate with the Police Department and assist (or request assistance from) other public safety officials in traffic control and enforcement as necessary.
 8. Recommend measures to protect school and personal property from damage and theft.
 9. Assist school personnel in dealing with emergencies.
 10. Supervise or coordinate security at school activities and public meetings as directed.
 11. Coordinate activities with School Officials.
 12. Upon request, the officer may attend faculty meetings.
 13. Upon request, the officer may attend conferences between school personnel and parents regarding either individual students, or general security concerns.
 14. Serve at all times as a role model to students by demonstrating appropriate attitude, behavior, courtesy, and respect.
 15. Perform such other related duties as assigned by the Chief of Police and/or the Superintendent.
- D. The Class III Personnel may assist the appropriate School Officials with the following duties:
1. Assisting in truancy investigations.

2. Advise the principal on matters dealing with the proper handling and security of money, personal possessions, and valuable property.
3. Assist the principal on matters dealing with the enforcement of child custody orders or domestic violence restraining orders.
4. Coordinate the sharing of delinquency information between the school and the Police Department, in accordance with N.J.S.A. 2A:4A-60.
5. Assist with Megan's Law notifications received by the school, as directed by the County Prosecutor.
6. Provide assistance in programs for peer mediation and peer leadership.
7. Act as an instructor for specialized, short-term programs involving a range of topics such as security, crime prevention, drug and alcohol education, driver education, the criminal and juvenile justice system, and related topics.
8. Be available to teachers and parents as a referral resource.
9. The officer may assist with training of school security personnel.

VI. TRAINING/BRIEFING. The Class III Officers shall be required to complete the 40-hour basic course for School Resource Officers and School Administrators, as well as attend periodic seminars, recertification, meetings and in-service training sessions, as directed by the Chief of Police. All efforts will be made to coordinate such activities to avoid interference with the Class III Officer's responsibilities at school. The Township shall ensure that the Class III Officers receive the necessary background checks, psychological and medical exams/evaluations, including urinalysis, and complete the 40-hour SROC course (said course shall be completed within the first year of hire).

VII. UNIFORMS. The Class III Officers shall wear what is called a soft uniform while on duty. Police identification will be displayed at all times, and shall include:

- Class C Shirts – 2 long-sleeved, 2 short-sleeved
- 3 pairs of Class C pants
- Footwear – provided by the Officer
- Winter coat

- Raincoat
- Baseball cap
- Badge
- Web gear to include belt and under-belt, holster, handcuffs and case, ASP and holder, OC spray and holder, magazine pouch, portable radio holder, tactical medical bag and APR mask and filters.

VIII. HIRING PROCESS SUPPLIES AND EQUIPMENT.

- A. The Class III Officers shall carry weapons as authorized by the Chief of Police.
- B. All other Police related equipment required by Department policy will be carried, stored, and handled in an appropriate manner in accordance with Department policies (i.e. police radio, cell phone, handcuffs, OC spray, etc.).

IX. SEARCHES. The Class III Officers shall not be routinely requested to participate in 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. Class III Officers may conduct searches under circumstances where a search by a law enforcement officer is permitted by law.

X. TRANSPORTING STUDENTS. Students shall only be transported in vehicles by Class III Officers in accordance with Department Policy. The Class III Officer shall notify school administration prior to removing a student from school property.

XI. COMMUNICATION AND EVALUATION. The Superintendent and Chief of Police shall maintain open communication concerning the progress and effectiveness of the program. Assessment of the progress and effectiveness of the program shall be based upon mutually accepted metrics. The Superintendent shall designate an administrator to act as a liaison to the Chief of Police in assessing the Class III Officers program authorized under this Agreement.

XII. ADEQUATE OFFICE SPACE. The BOE shall provide the Class III Officers with office space that will be properly locked and secured and will provide a location to securely store weapons and ammunition. The Class III Officers shall also be provided with access to a computer.

XIII. TERM OF AGREEMENT.

- A. This Agreement shall be effective as of the date of execution and shall continue in effect for a term of two school years, with one renewal period for another two school years.
- B. The BOE and the Township shall commence any meeting to discuss a successor agreement no later than 90 days prior the expiration of this Agreement.
- C. This Agreement shall not be extended orally, and it is expressly understood that this Agreement shall expire on the date indicated unless extended in writing, pursuant to duly adopted resolutions of both the Township and BOE.
- D. The BOE and the Township agree that either party may choose not to enter into a successor agreement if they determine doing so would not be in their best interest.
- E. It is anticipated that the Township will incur expense and obligation in hiring Class III Officers pursuant to this Agreement. Accordingly, either party may terminate this Agreement, with or without cause, but only upon giving the other Party not less than six month's advance notice, in writing, that the Agreement will be terminated. Such termination shall not become effective until the end of the school year during which such termination notice is provided.
- F. At the date of termination, as established under this section, the Agreement shall become null and void and each party shall be relieved of any further obligations thereunder.

XIV. COSTS AND EXPENSES.

- A. The Parties hereby agree that the BOE shall bear all costs and expenses reasonably incurred by the Township in the provision of Class III Officers pursuant to this Agreement. These costs and expenses shall include, but are not necessarily limited to, the following:
 - 1. Hiring Costs.
 - a. Psychological Evaluation
 - b. Medical Examination
 - c. Urinalysis

- d. SRO Course
- e. Initial Equipment and Uniform Purchases
- f. Vehicles and Fuel

2. Salaries.

- a. All salaries of the Class III Officers, including any and all fringe benefits and taxes incurred for same.
- b. All salaries of regular officers of the Department for the pro-rata time that are assigned to BOE duties, pursuant to the terms of this Agreement, for instances including filling absences of the Class III Officers.
- c. Any and all overtime salaries for Class III Officers or regular officers of the Department for the pro-rata time that they are assigned to BOE duties pursuant to the terms of this Agreement.

3. Workers' Compensation. Since the Township is self-insured for workers' compensation up to \$200,000 per claim. The Township shall bill the BOE for its pro-rata share of the Township's workers' compensation liabilities, if any, calculated as the number of hours worked by Class III Officers under the terms of this Agreement, divided by the total number of hours worked by all Township employees.

- B. Costs and Expenses. The Township shall invoice the BOE for all costs and expenses incurred pursuant to the foregoing on a quarterly basis. These invoices shall be paid promptly by the BOE. The initial estimated costs are as set forth in **Exhibit A.**

XV. MISCELLANEOUS.

- A. Approval. This Agreement has been approved by both the BOE and the Township pursuant to duly adopted resolutions. The Board President, on behalf of the BOE, and the Mayor, on behalf of the Township, are duly authorized to execute this Agreement.
- B. Amendment/Waivers. This Agreement may be amended only by writing duly authorized by resolution of both the BOE and the Township.

- C. Entire Agreement. This Agreement is the entire agreement between the Parties, and no alterations, changes, or additions hereto shall be made except in writing and approved by the Parties.
- D. Severability. If any term or condition of this Agreement, or any application of this Agreement shall be determined to be contrary to the laws of the State of New Jersey or the United States, such terms or conditions or application shall not be deemed to be valid, except to the extent permitted by law, but all other terms and conditions and applications shall continue in full force and effect.
- E. Choice of Law. Any dispute under this Agreement shall be governed by the law of the State of New Jersey.
- F. Venue. Any dispute under this Agreement shall be decided in the Superior Court of New Jersey, Monmouth County.
- G. Counterparts. This Agreement may be executed in counterparts, each of which shall constitute an original of this Agreement but all of which, together, shall constitute one and the same instrument. Signature pages may be detached from the counterparts and attached to a single copy of this Agreement to physically form one document.
- H. Indemnification. The Parties shall indemnify, hold harmless and defend one another, their directors, officers, agents and employees, from and against any and all losses, claims, liability, damage, action or expense including, without limitation attorney's fees and costs arising out of or relating to (in) any breach or default in the performance of any obligation under this Agreement and/or (ii) any negligence, intentional misconduct and/or activity subject to strict liability arising from any act or omission of their respective agents, employees, contractors, invitees, attendees, patrons, guests or students arising under this Agreement.
- I. This Agreement shall not in any way interfere with or modify any existing Shared Services Agreements between the Township and the BOE.

IN WITNESS HEREOF, the Parties have hereunto set their hands the day and year first written above:

WITNESS:

TOWNSHIP OF MIDDLETOWN

Heidi Brunt, Township Clerk

Anthony S. Perry, Mayor

WITNESS:

**MIDDLETOWN TOWNSHIP
BOARD OF EDUCATION**

, Board Secretary

Frank Capone, Board President

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