

Local Units

The Board of Education (Board) wishes to cooperate as fully as possible with other community agencies that deal with district pupils. Cooperation will include pooling resources and exchanging information with other community agencies where allowed by law. The Chief School Administrator (CSA) shall seek to develop positive working relationships with those agencies, including but not limited to police authorities, fire departments, Division of Youth and Family Services, emergency room and/or squad, other school districts and all other agencies providing services to district pupils.

In accordance with law, the district may accept or share the use of facilities or equipment with other local organizations. The terms of the acceptance or sharing shall be decided for each instance.

Police Authorities and Implementation of the Uniform State Memorandum of Agreement

It is the policy of the Board to cooperate with law enforcement agencies in the interest of the larger welfare of all citizens and to be in compliance with current memoranda of agreement between education and law enforcement officials. At the same time, schools have the responsibility to parents/guardians for the welfare of their children while they are in school. To carry out this dual responsibility, the administration is directed to follow the procedures developed to implement board policies, particularly those for policies numbered 5131.5, 5131.6, 5131.7, 5145.11 and 5145.12.

The Department of Education and the Department of Law and Public Safety have recently released revisions to the Uniform State Memorandum of Agreement ("Memorandum") between education and law enforcement officials which is designed to encourage such cooperation between the District and the law enforcement agencies. The Board of Education acknowledges that it has been directed by the Commissioner of Education to enter into the Memorandum pursuant to the provisions of *N.J.A.C. 6:29-10.1 et seq.*

Subject to the understandings that have been reached with the Prosecutor's Office, New Jersey State Police, and the County Superintendent which are memorialized hereinafter, and notwithstanding the Board of Education's belief that those portions of the Memorandum constitute a political public relations statement and the Board's belief that many of the concerns do not relate to the circumstances that exist in the Kittatinny community, the Board agrees to enter into the Agreement simultaneous with and subject to the provisions of this Policy.

- A. The District does hereby appoint the Superintendent and/or his/her designee as liaison to law enforcement agencies and does hereby approve ratification of Memorandum of Agreement; subject, to these provisions.
- B. The District encourages administrators and staff to fully cooperate with law enforcement officials in enforcing this policy and deciding whether to refer a specific matter to appropriate law enforcement authority, including State Police and/or County Prosecutor's Office. The building principal and superintendent and their designee should first consider the nature and seriousness that the conduct presents to the health, safety and well being of any students, school employee or member of the general public. The building principal and superintendent or their designee should consider the possibility that a suspected incident could escalate or result in some form of retaliation which might occur within or outside school property. It is understood that referral to State Police or Prosecutor's Office is only a request to conduct an investigation and nothing more. Transmittal of information which might be pertinent to such law enforcement investigation or referral is not to be considered as an accusation or formal charge.
- C. The District agrees to comply with the various requirements for referral of certain offenses to the County Prosecutor or police department for investigation and appropriate action; however, the parties recognize the District's reservation of its right and responsibility to conduct a simultaneous investigation of any and all violations of criminal laws of the State of New Jersey and the rules, regulations and policies of the District, to which all students and staff are subject.
- D. The parties agree that the District retains both the right and responsibility to impose appropriate school-based

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disciplinary measures independent of any sentences or other punishments that may be imposed by any court.

- E. The parties agree that planned surveillance from school property, routine patrols on school property, police presence at extracurricular events is subject to the police department obtaining approval in advance from the Superintendent or his/her designee.
- F. The Board does further authorize its attorney to assist both law enforcement agencies and administration in the implementation of the Memorandum of Agreement and the provisions of this policy.
- G. When police request permission to interrogate a student at school for incidents that may or may not be school related, the Superintendent or his/her designee, shall advise the interrogating officer that the child's parent(s) shall be contacted to give them the opportunity to consent to an interrogation and/or to be present during an interrogation. The Superintendent or his/her designee, shall advise student that he/she is not legally obligated to answer any questions and may terminate the interview at any time, should he/she or a designee be unable to contact the student's parent(s).
- H. Whenever the Superintendent or his/her designee has determined that the police have a legitimate purpose in interrogating a child within the confines of a school building, the Superintendent or his/her designee, shall be present, along with the child's parent(s), should they opt to be present, throughout the proceedings.
- I. The Superintendent or his/her designee shall not be required to contact a student's parents when investigation relates to suspected physical or mental abuse of the student by the parent(s).

Fire Department

The CSA shall seek input from local fire officials when course materials in fire safety are being reviewed and revised and when procedures for fire drills are formulated. The fire department should be kept up to date on changes in the school buildings and class arrangements so that, in the event of an emergency, they will be prepared. All fires shall be reported to the local fire department in compliance with law.

Division of Youth and Family Services (DYFS)

Procedures for district cooperation with the Division of Youth and Family Services are included with those implementing policy 5141.4 Child abuse and neglect.

Emergency Room/Squad

The CSA shall establish procedures whereby the facilities of the local hospital emergency room and local ambulance/rescue squad may be called upon in implementing policies numbered 5131.6, 5141.1, 5141.6 and 6145.1/6145.2.

Cooperative Arrangements with Other School Districts

The Board desires that strong lines of communication be maintained with other districts and institutions which provide programs, training, or services not available to children residing in this district, and with districts whose resident pupils are enrolled in programs in this district.

The district in which pupils are in attendance has responsibility and authority for those pupils. In order that those pupils receive maximum benefit from their program of studies, articulation between the cooperating institutions is essential.

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Further, this school district shall cooperate with other school districts in the solution of common educational concerns. District staff under the direction of the chief school administrator shall participate in the coordination of such areas as research, exchange of information and data, coordination of curriculum, coordination of school calendar and activities, and any others where it may be advantageous to serve a broader area than this school district. In carrying out this policy, the CSA shall include in his/her reports to the board an evaluation of the desirability and feasibility of cooperation with other school districts.

Key Words

Local Agencies, Local Units, Fire Department, Police Department, Emergency Room, Other School Districts

Legal References

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| <u>Legal References:</u> | <u>N.J.S.A.</u> 2A:4A-60 <u>et al.</u> | Disclosure of juvenile information; penalties for disclosure |
| | <u>N.J.S.A.</u> 18A:11-1 | General mandatory powers and duties |
| | <u>N.J.S.A.</u> 18A:18A-11 | Joint purchases by districts, municipalities; counties; authority |
| | <u>N.J.S.A.</u> 18A:20-4.2 | Acquisition, improvement, lease, etc., of property for school purposes; authority of board of education |
| | <u>N.J.S.A.</u> 18A:20-9 | Conveyance of unneeded real estate for nominal consideration; qualified recipients; reversion |
| | <u>N.J.S.A.</u> 18A:20-34 | Use of schoolhouse and grounds for various purposes |
| | <u>N.J.S.A.</u> 18A:36-25 | Early detection of missing and abused children; policies of school districts |
| | <u>N.J.S.A.</u> 18A:38-30 | Assistance of sheriffs, police officers, etc. |
| | <u>N.J.S.A.</u> 18A:40A-1 <u>et seq.</u> | Substance abuse |
| | <u>See particularly:</u> | |
| | <u>N.J.S.A.</u> 18A:40A-11, -12, -15, -16, -17, -18 | |
| | <u>N.J.S.A.</u> 18A:41-1 | Fire drills |
| | <u>N.J.S.A.</u> 18A:41-5 | Reporting fires |
| | <u>N.J.S.A.</u> 18A:54-20 | Powers of board (county vocational schools) |
| | <u>N.J.S.A.</u> 40:8A-3 <u>et al.</u> | Authority to enter into contract for joint provision services |
| | <u>N.J.S.A.</u> 40:55D-8 <u>et al.</u> | Municipal fees; exemptions |
| | <u>N.J.A.C.</u> 6A:14-7.1 <u>et seq.</u> | Receiving Schools |
| | <u>N.J.A.C.</u> 6A:14-8.1 <u>et seq.</u> | Programs Operated by the Departments of Corrections and Human Services, and the Juvenile Justice Commission |
| | <u>N.J.A.C.</u> 6A:16-1.1 <u>et seq.</u> | Student Development Programs |
| | <u>N.J.A.C.</u> 6A:16-4.1(b)(c), 5.2, 6.1, 6.2, 10.2 | |
| | <u>N.J.A.C.</u> 6A:32-9.1(c) | Athletics Procedures (General requirements) |
| | <u>N.J.A.C.</u> 6A:32-12.1 <u>et seq.</u> | Annual Reporting and Planning Requirements |

Manual for the Evaluation of Local School Districts

The New Jersey School Search Policy Manual, New Jersey Attorney General

A Uniform State Memorandum of Agreement Between Education and Law Enforcement Officials (1999 Revisions)

Possible

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| <u>Cross References:</u> | *1330 | Use of school facilities |
| | 1420 | County and intermediate units |
| | *1600 | Relations between other entities and the district |

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| *3220/3230 | State funds; federal funds |
| *3320 | Purchasing procedures |
| *5125 | Pupil records |
| *5131.5 | Vandalism/violence |
| *5131.6 | Drugs, alcohol, tobacco (substance abuse) |
| *5141.1 | Accidents |
| *5141.4 | Child abuse and neglect |
| 5141.6 | Crisis intervention |
| *5145.11 | Questioning and apprehension |
| *5145.12 | Search and seizure |
| *6114 | Emergencies and disaster preparedness |
| *6122 | Articulation |
| *6145.1/6145.2 | Intramural competition; interscholastic competition |
| *6172 | Alternative educational programs |
| *7110 | Long-range facilities planning |
| 7130 | Relations with other governmental units |

* Indicates policy is included in the Critical Policy Reference Manual

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