

**INTERLOCAL SERVICES AGREEMENT
BETWEEN FRANKLIN TOWNSHIP
AND THE
TOWNSHIP OF FRANKLIN SCHOOL DISTRICT
TO PROVIDE A
SCHOOL RESOURCE OFFICER**

This AGREEMENT made this 21st day of September, 2020, between the Township of Franklin, a municipal body corporate and politic with offices located at 1571 Delsea Drive, Franklinville, New Jersey 08322 (the "Township"), and the Franklin Township District Board of Education, a body corporate and politic organized under the provisions of Title 18A of the laws of the State of New Jersey, with offices located at 1532 Pennsylvania Avenue, Franklinville New Jersey 08322 (the "School District").

RECITALS

WHEREAS, the School District seeks the services of one (1) Class III Police Officer to be assigned to the School District and to be stationed at the schools throughout the School District ("School Resource Officer"); and,

WHEREAS, recent events throughout the nation have suggested that the presence of a School Resource Officer within schools can serve as a stabilizing force for school children and can further the development of student confidence in law enforcement; and,

WHEREAS, both the Township and School District recognize the potential benefits of this School Resource Officer Program (the "Program") to the citizens of Franklin Township and to the students and staff of the School District; and,

WHEREAS, it is in the best interests of the parties to continue the Program.

NOW, THEREFORE, for and in consideration of the mutual promises and covenants herein contained, the parties do hereby agree as follows:

1. Assignment of School Resource Officer. The Township agrees to assign one (1) Class III Police Officer to the School District for the duration of the school calendar year subject to the terms and conditions set forth below. The School Resource Officer shall have primary contact with Superintendent of the Franklin Township School District and the School Principals at each of the Schools, but remains the employee of the Township of Franklin and is ultimately responsible to report to the Chief of Police. The School Resource Officer shall be required to report his/her location to the Franklin Township Police Department at all times.

2. Selection of School Resource Officers. The School Resource Officer to be assigned by the Chief of Police ("Chief") shall be a Class III Officer. The Chief shall first consult with the Superintendent of Schools of the School District, who shall be permitted to meet and interview the proposed School Resource Officer to satisfy themselves that the proposed individual(s) is appropriate for this assignment. If the School District determines that the individual(s) selected by the Chief is unacceptable, then the Chief may select another Police Officer to serve as the School Resource Officer, or, in the alternative, may revoke this Agreement. In order to maintain continuity, the Chief shall endeavor not to change School Resource Officer assignments during the school year unless circumstances arise which, in the discretion of the Chief, require such a change.

3. School Resource Officer Hours: The School Resource Officer shall be assigned to the Township of Franklin schools for the duration of the scheduled school day hours, Monday through Friday on school days, unless the School Resource Officer is required to be present at another public school in accordance with this Agreement. In case of an emergency, as determined by the Chief or his/her designee, the School Resource Officer may be assigned elsewhere within the Township during the duration of the emergency.

In the event the School Resource Officer is on leave for a temporary basis, and same is to last more than three (3) consecutive school days, the Township shall provide coverage to the School District at no additional cost to the School District, but same may not be equal to the amount of time the SRO is required to work. If the School Resource Officer is no longer able or willing to perform and tenders resignation, the Township will commence efforts to immediately hire another Officer, and the School District will assign the pro-rated salary to said Officer, who shall be subject to the terms of this Agreement.

4. School Resource Officer to be Employee of the Township. Although assigned by the Chief to locations administered by the School District as set forth under this Agreement, the School Resource Officer so assigned shall remain an employee of the Township as a member of its Police Department. The School Resource Officer shall remain subject to all rules and regulations, standing, special and general orders, and other requirements of the Police Department and shall not be considered an employee of the School District.

5. Reimbursement by the School District. The School District agrees to reimburse the Township in the amount of \$44,000.00 for the services of the School Resource Officers, payable monthly.

6. Duties of Assigned School Resource Officers. The duties to be performed in the School District shall be assigned through the Police Department chain of command, in cooperation with the Superintendent of Schools and/or the Superintendent's designee.

Duties of the School Resource Officer shall include:

- 1) Handling call for service from the School District and coordinating the response of other Police resources;
- 2) Addressing crime, including drug activities, and disorder issues in and around the School District;

- 3) Making arrests and issuing warnings and/or citations to violators of the law, when necessary, at the School District;
- 4) Providing leads and information to appropriate investigative units;
- 5) Taking necessary action against trespassers suspicious persons and conditions, and reporting significant action, occurrences, and conditions on school property;
- 6) Serving as hall monitor, lunch monitor and truancy officer, working in conjunction with appropriate School District employees;
- 7) Responding to calls involving School District students which occur off School District property;
- 8) Serving as liaison between the Police Department and School District by providing students and School District employees with information regarding law enforcement matters;
- 9) Developing incident response systems;
- 10) Developing and coordinating emergency response plans in conjunction with other emergency responders;
- 11) Developing protocols for handling specific types of emergencies, in conjunction with police leadership;
- 12) Rehearsing emergency protocols, using tabletop exercises, drills, mock evacuations, and mock lockdowns;
- 13) Comply with all School District policies and procedures including, but not limited to maintaining the confidentiality of information pertaining to students and staff obtained during the course of performance of the duties set forth herein in accordance with State and Federal law and School District policies/regulations to the extent School District policies and procedures are consistent with and do not violate State of New Jersey and/or Federal law(s) and to the extent School District policies and procedures do not conflict with Township and Police Department policies and procedures. The School District shall supply the School Resource Officer with a copy of all applicable policies and procedures and copies of any modifications or amendments thereto.

7. Uniform. Unless engaged in activities for which a uniform would be inappropriate, the School Resource Officer shall wear his or her uniform in order to maintain a visible presence in the school and deter trespassers from entering the school. The uniform shall

be as prescribed by the Police Department.

8. Weapons. The School Resource Officer shall carry a weapon as authorized by the Chief. Subject to prior determination by the Chief, the weapon shall be carried either openly, in circumstances where an armed presence may provide a useful deterrent, or in a concealed fashion, in circumstances where the School Resource Officer may wish to interact informally with students, parents or faculty.

9. Searches. The School Resource Officer shall not be routinely requested to participate in student searches conducted by school officials. It is understood that law enforcement officers must meet more stringent requirements of probable cause than those allowed for school officials under the "New Jersey School Search Policy Manual," and that law enforcement Officers are also required to obtain a search warrant. Requiring the assigned School Resource Officer to conduct or participate in student searches may invalidate searches conducted by school officials based on the lesser standard of reasonable suspicion(s) available to school officials under the aforementioned School Search Policy Manual. However, the School Resource Officer may conduct searches under circumstances where a search, by a law enforcement Officer, is permitted by law and the Police Department Rules and Regulations or General Orders.

10. School Discipline. The School Resource Officer shall not be asked to, nor shall he or she serve as, a school disciplinarian. Despite the presence of School Resource Officer, the discipline of students remains a School District responsibility. However, if the Franklin Township School Principals and/or Superintendent believe an incident may constitute a violation of law, then the Principal may contact the School Resource Officer, who shall then determine whether law enforcement intervention is necessary.

11. Communication. The Superintendent of Schools and the Chief shall maintain open communication regarding the progress and effectiveness of the program. The Chief, as part of the communication commitment set forth in this Agreement, agrees to supply the Superintendent of Schools, or his/her designee, such information as he deems appropriate and necessary for the orderly operation of the school system and the proper performance of the School Resource Officer's duties as elsewhere set forth within this agreement.

12. Office Space. The School District shall provide the School Resource Officer with office space, including a desk with drawers, chair, filing cabinet (capable of being locked and not accessible to School District personnel), telephone, and office supplies. Students shall be permitted to meet and speak privately with the School Resource Officer in said office. 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.

13. Hold Harmless/Indemnification. The School District hereby holds the Township, its Police Department, and the School Resource Officer harmless from any and all claims that may rise from, during the course of, or out of this relationship and the assignment described herein. The School District shall indemnify the Township against any and all such claims, and also shall be responsible for any and all reasonable attorney's fees, costs and expenses incurred by the Township in responding to or defending such claims. This paragraph is also intended to specifically exclude any claims made by the School Resource Officer under any workers' compensation or other laws or contractual provisions available to him/her under the Collective Bargaining Agreement between the Township and the appropriate collective bargaining group of which the School Resource Officer is a member. Likewise, the Township hereby holds the

School District harmless from any and all claims that may arise from, during the course of, or out of this relationship and the assignment described herein. The Township shall indemnify the School District against any and all such claims, and also shall be responsible for any and all reasonable attorney's fees, costs and expenses incurred by the School District in responding to or defending such claims.

14. Termination of Agreement. Either party shall be free to terminate this Agreement at any time, upon no less than thirty (30) business days' notice to the other. The parties recognize and agree that this Agreement represents the parties' initial understanding of the School Resource Officer Program and may require modification. All parties recognize and agree that any modifications to this Agreement must be in writing. Both parties enter into the Agreement with a good faith intention to accomplish the purposes of the "School Resource Officers Program" and toward that end, will use their best efforts to ensure that the program is successful, and that the students and staff enjoy the benefits anticipated from same. The parties agree to attempt to resolve any disputes prior to giving notice of termination.

15. Approval of Other Entities. In the event that this Agreement needs to be approved by any other state or local agency, such as, for example, the Gloucester County Prosecutor's Office, the State of New Jersey, Department of Community Affairs, Local Finance Board, Department of Education, or the like, then this Agreement shall be entered into by and between the parties but shall be subject to such other approvals.

16. Commencement Date. This Agreement shall be for a period of one school year and commencing upon the date of execution and terminating on June 30, 2021.

IN WITNESS WHEREOF, the parties here to have set their hands and seals this
21st day of September 2020.

Witness:

On behalf of
FRANKLIN TOWNSHIP

BY: _____

Witness:

Business Administrator/
Board Secretary

On behalf of
FRANKLIN TOWNSHIP
BOARD OF EDUCATION

BY: _____
Jason Brandt, Board President