

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

This AGREEMENT made effective this first day of September 2022, 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 Delsea Regional School 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 242 Fries Mill Road, Franklinville New Jersey 08322 (the "School District").

RECITALS

WHEREAS, the School District seeks the services of two (2) Class III Police Officers ("School Resource Officer"; "SRO") to be assigned to the School District and to be stationed at the schools throughout the School District; and,

WHEREAS, recent events throughout the nation have suggested that the presence of an SRO 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 Officers. The Township agrees to assign two (2) Class III Police Officers (SRO) to the School District for the duration of the school calendar year subject to the terms and conditions set forth below. The SRO(s) shall have primary contact with Superintendent of the Delsea Regional School District and the School Principals at each of the Schools. The SRO(s) shall be required to report their location to the Franklin Township Police Department at all times.
2. Selection of School Resource Officers. The SRO(s) to be assigned by the Chief of Police ("Chief") shall be Class III Officers. The Chief shall first consult with the Superintendent of Schools of the School District, who shall be permitted to meet and interview the proposed SRO(s) to satisfy themselves that the proposed individual(s) is(are) appropriate for this assignment. If the School District determines that the individual(s) selected by the Chief is (are) unacceptable, then the Chief may select other Police Officers to serve as the SRO(s). In order to maintain continuity, the Chief shall endeavor not to change SRO(s) assignments during the school year unless circumstances arise which, in the discretion of the Chief, require such a change.
3. School Resource Officer Hours: One School Resource Officer shall be assigned to the Delsea Regional High School from 7:00 a.m. to 3:00 p.m. from Monday through Friday on schools days, and at the Delsea Middle School from 8:00 am until 4:00 pm, (on days when students and staff have early dismissal the SRO will follow the same schedule and be considered to have completed a full day) unless either School Resource Officer is required to be present at another public school in accordance with this Agreement. The SRO will confirm with one of the school administrators designated by either the Business Administrator or the Superintendent before securing from the school each day. The School Resource Officers will also attend any

school sponsored in-service training that the School Administration and the Chief of Police deem pertinent to the SRO assignment and duties at the school. The SRO will also schedule accordingly with days the schools are closed to attend and complete their necessary Police Department in-service training requirements as assigned by the Chief of Police or his designee. The School Resource Officer will also be available and accept assignment to any school related special detail function in which the Chief of Police determines that there is a need for the School Resource Officer to make a presence. Some examples of this are graduation, Prom, recitals and high profile sporting events. The compensation rate for these events shall be \$55.00 per hour payable to the Township by the School District. The SRO shall be compensated at their overtime hourly rate of pay for time. The school district will be charged the actual overtime rate of the SRO assigned should they cover the special detail assignment, otherwise the \$55.00 per hour rate shall apply.

In case of an emergency, as determined by the Chief or his/her designee, the SRO(s) may be assigned elsewhere within the Township during the duration of the emergency. As reference for School District, the SRO(s) are entitled to 96 hours (32 hours - vacation, 32 hours - personal, 32 hours - sick time) of accrual time per year, which will be tracked by the Franklin Township Police Department. Any sick time usage in excess of three (3) consecutive days or in conjunction with a holiday shall be accompanied by a doctor's note. In the event an SRO 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 present SRO is required to work. If the SRO is no longer able or willing to perform and tenders their resignation, the SRO must give a minimum of four (4) weeks written notice to the Chief. The Township will commence efforts to

immediately hire another SRO, and the School District will assign the pro-rated salary to said SRO, 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 SRO(s) assigned shall remain an employee of the Township as a member of its Police Department. The SRO(s) 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 \$47,000 annually for the services of one (1) SRO, payable quarterly. This compensation shall be for total costs of SRO, including but not limited to salary, Social Security, State of New Jersey Unemployment Insurance, uniform reimbursement, and vehicle maintenance.

6. Duties of Assigned School Resource Officers. The duties of the SRO(s) 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 SRO(s) shall include, but not be limited to:

- A. Handling call for service from the School District and coordinating the response of other Police resources;
- B. Addressing crime, including drug activities, and disorder issues in and around the School District;
- C. Making arrests and issuing warnings and/or citations to violators of the law, when necessary, at the School District;

- D. Providing leads and information to appropriate investigative units;
 - E. Taking necessary action against trespassers suspicious persons and conditions, and reporting significant action, occurrences, and conditions on school property;
 - F. Serving as hall monitor, lunch monitor and truancy officer, working in conjunction with appropriate School District employees;
 - G. Serving as liaison between the Police Department and School District by providing students and School District employees with information regarding law enforcement matters;
 - H. Developing incident response systems;
 - I. Developing and coordinating emergency response plans in conjunction with other emergency responders;
 - J. Developing protocols for handling specific types of emergencies, in conjunction with police leadership;
 - K. Rehearsing emergency protocols, using tabletop exercises, drills, mock evacuations, and mock lockdowns;
 - L. 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 SRO(s) 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 SRO(s) shall wear their 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 Chief.

8. Weapons. The SRO(s) 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 SRO(s) may wish to interact informally with students, parents or faculty.

9. Searches. The SRO(s) 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 SRO(s) 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 New Jersey School Search Policy Manual. However, the SRO(s) 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 SRO(s) shall not be asked to, nor shall they serve as, a school disciplinarian. Despite the presence of SRO(s), the discipline of students remains a School District responsibility. However, if a Delsea Regional School Principal and/or Superintendent believe an incident may constitute a violation of law, then the Principal may contact the SRO(s), 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 designee, such information as deemed appropriate and necessary for the orderly operation of the school system and the proper performance of the SRO(s) duties as elsewhere set forth within this agreement. Any changes to this agreement or the duties of the SRO(s) must also involve communication with the Administrator of Franklin Township.

12. Office Space. The School District shall provide the SRO(s) 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 SRO(s) 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 SRO(s) 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 SRO(s) under any worker's 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 SRO(s) is (are) 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.

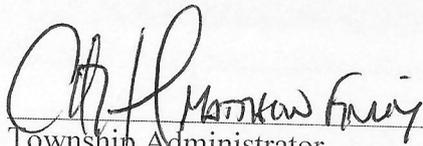
14. Termination of Agreement. Either party shall be free to terminate this Agreement at any time, upon no less than thirty (30) business days' notice to the other. The parties recognize and agree that this Agreement represents the parties' initial understanding of the "School Resource Officers Program" 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 the 2022-2023 school year.

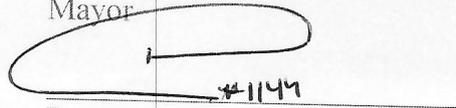
IN WITNESS WHEREOF, the parties here to have set their hands and seals this 2nd day of AUGUST 2022.

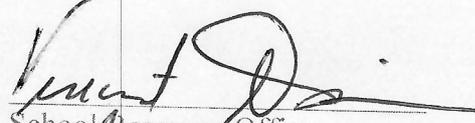
Witness:

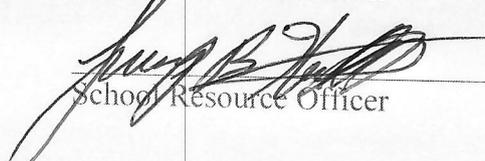

Township Administrator

On behalf of
FRANKLIN TOWNSHIP

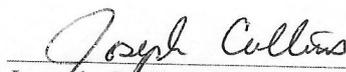
BY: 
Mayor


Deputy Chief of Police

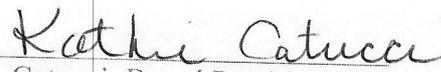

School Resource Officer


School Resource Officer

Witness:


Joseph Collins, Business Administrator/
Board Secretary

On behalf of
DELSEA REGIONAL SCHOOL DISTRICT
BOARD OF EDUCATION

BY: 
Kathie Catucci, Board President