

**SERVICES AGREEMENT
BETWEEN FRANKLIN TOWNSHIP
AND
Michael Bozerth
SCHOOL RESOURCE OFFICER**

This AGREEMENT made this is twenty-sixth day of October 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

Michael Bozerth

243 Avis Mill Rd. Pilesgrove, NJ 08098

RECITALS

WHEREAS, the Franklin and Delsea School Districts seeks the services of 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 Class III Police Officers (SRO) to the School District as designated in the interlocal services agreements signed by each 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 Township of Franklin 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), or, in the alternative, may revoke this Agreement. 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: SRO(s) shall be assigned to the Franklin or Delsea Township Public Schools as dictated by school hours Monday through Friday on all school days, (on days when students and staff have early dismissal the SRO(s) will follow the same schedule and be considered to have completed a full day) unless either SRO 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 SRO(s) will also attend any

school sponsored in-service training that the School Administration and the Chief deem pertinent to the SRO(s) assignment and duties at the school. The SRO(s) 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 or assigned designee. The SRO(s) will also be available and accept assignment to any school related special detail function in which the Chief determines that there is a need for the SRO(s) to make a presence. Some examples of this are graduation, prom, recitals, or 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(s) 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 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. 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. Should an employee be hired during the school year, this time will be appropriately pro-rated based on actual employment start date. 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 SRO salary will be paid for by the assigned school district on a quarterly basis. Effective September 2022, each SRO will be eligible for a clothing stipend for reimbursement of uniform purchases not to exceed \$375.00 per year. Original receipts of purchases must be submitted to the Chief of Police for reimbursement.

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 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 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 Franklin Township 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.

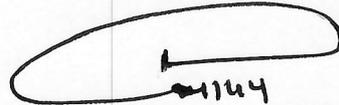
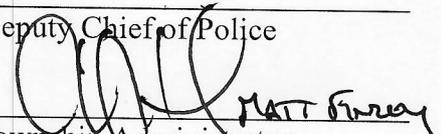
13. Approval of Other Entities. In the event that this Agreement needs to be approved by any other state or local agency, such as, for example, the Gloucester County Prosecutor's Office, the State of New Jersey, Department of Community Affairs, Local Finance Board, Department of Education, or the like,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

14. SOP# 163: The SRO shall be bound by the procedures and guidelines which are contained within the above mentioned SOP. The SRO shall be responsible for following of all above sections of this contract and ensure that the Chief of Police and Township Administrator are kept up to date of all pertinent incidents and information.

15. 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 13th
day of October 2022.


School Resource Officer


Deputy Chief of Police

Township Administrator