

RESOLUTION #2023-82

RESOLUTION TO AUTHORIZE EXECUTION OF AN AGREEMENT BETWEEN THE
TOWNSHIP OF FLORENCE AND THE FLORENCE TOWNSHIP BOARD OF
EDUCATION TO PROVIDE SCHOOL RESOURCE OFFICERS (SRO) FOR THE
2023/2024 SCHOOL YEAR

WHEREAS, pursuant to N.J.S.A. 40A:65-1 et seq., municipalities and local boards of education may enter into agreements for shared services with other municipalities and local boards of education to provide or receive any service that the local unit participating in the agreement is empowered to provide or receive within its own jurisdiction; and

WHEREAS, the agreement must comply with the requirements of N.J.S.A. 40A:65-7 and specify the services to be performed under the agreement, procedures for payment, and assignment and allocation of responsibility for meeting standards between and among the parties; and

WHEREAS, the Township of Florence and the Florence Township Board of Education desire to join together to provide a School Resource Officer (SRO) for the 2023/2024 School Year pursuant to the attached Agreement; and

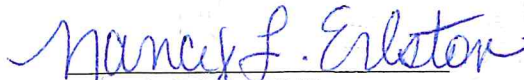
WHEREAS, the Township of Florence desires to enter into an Agreement with the Florence Township Board of Education for the purpose of setting forth the terms and conditions regarding the assignment of three (3) School Resource Officer ("SRO") for the 2023/2024 School Year.

THEREFORE, BE IT RESOLVED by the Township Council of the Township of Florence, County of Burlington, State of New Jersey, as follows:

1. The Mayor is authorized to execute and the Township Clerk to attest to the Agreement between the Township of Florence and the Florence Township Board of Education to provide School Resource Officers (SRO) for the Florence Township School District.
2. A copy of said Agreement will be kept on file within the Township Clerk's Office.
3. Payment will be due from the Florence Township Board of Education to the Township during the 2023/2024 school year for the services of the SRO as provided in Section 3 of the attached Shared Services Agreement.
4. All terms and conditions are in accordance with the Shared Services Agreement attached hereto as Exhibit A.
5. Certified copies of this resolution shall be forwarded to the Department of Community Affairs/Division of Local Government Services (DLGS), the Florence Township Board of Education, Superintendent of Schools, School Administrator, Township Administrator, Township Treasurer, Township Chief of Police, and Personnel Department.

This Resolution shall take effect immediately.

I, **NANCY L. ERLSTON**, Clerk of the Township of Florence, County of Burlington, State of New Jersey, do hereby certify that the foregoing Resolution is a true copy of the Resolution approved by Township Council at their April 19, 2023 meeting.


Nancy L. Erlston, RMC
Township Clerk



SCHOOL RESOURCE OFFICER MEMORANDUM OF UNDERSTANDING



AMENDED SHARED SERVICES AGREEMENT

between the

TOWNSHIP OF FLORENCE BOARD OF EDUCATION

and

THE TOWNSHIP OF FLORENCE

This Shared Services Agreement (hereinafter the "agreement") made as of this 6th day of March, 2023 between the Florence Township Board of Education (hereinafter "Board" or "School District") and the Township of Florence, a municipal corporation of the State of New Jersey, with municipal offices located at 711 Broad Street, Florence, New Jersey 08518 (hereinafter the "Township"), hereby amends the first SRO (School Resource Officer) Shared Services Agreement between the parties dated May 16, 2018 so that there will now be three (3) SRO's starting on March 6, 2023, and the parties agree to the following:

WITNESSETH:

WHEREAS, the Township of Florence Board of Education and the Township of Florence desire to enter into a Shared Services Agreement for a Township of Florence to **assign three (3) police officers** to be scheduled to serve in the school district as its School Resource Officers ("SRO's"); and

WHEREAS, the Township and Board of Education find it to be a benefit to its students and faculty to have **three (3) police officers** at the school in order to promote their mutual public purposes and best interests by the entry of this Agreement pursuant to N.J.S.A. 40A:65-1, *et seq.*, the Uniform Shared Services Consolidation Act.; and

NOW, THEREFORE, THE PARTIES MUTALLY AGREE AS FOLLOWS:

Term of Agreement

The initial term of this Agreement commenced the 6th day of March, 2023 and end on the 18th day of June, 2024. However, should either party encounter budgetary constraints that make the continuation of this agreement impractical, then that party may cancel this agreement upon sixty days written notice by the Chief School Administrator to the Chief of Police or by the Chief of Police to the Chief School Administrator. Following the conclusion of initial term, this agreement shall be automatically renewed for successive one-year periods unless either party requests termination or modification of this agreement. This request will be made in writing by the Chief School Administrator to the Chief of Police or by the Chief of Police to the Chief School Administrator and all renewals will be approved by subsequent resolutions of the respective governing bodies.



SCHOOL RESOURCE OFFICER MEMORANDUM OF UNDERSTANDING



1. SPECIFIC SERVICES TO BE PERFORMED

The services to be shared under this Agreement ("Shared Services") are that of **three (3) School Resource Officers. ("SRO's")**.

2. STANDARDS; ALLOCATION OF RESPONSIBILITY

For the purposes of this Agreement, the Township shall be considered the party performing the Shared Services, and the Board of Education on shall be considered the party on whose behalf the Shared Services are being performed.

3. Cost of the SRO Program

The cost of one (1) SRO shall be borne by the School District for the months of September through June. The Township shall cover the costs for months of July and August. The second (2nd) SRO shall be borne by the Township for the full term of March 2023 through June 2024. The third (3rd) SRO shall be borne by the Township and the School District equally for the months of September through June. The Township shall cover the costs for months of July and August. The cost of the school resource officers being paid for by the School District shall be broken out on a monthly basis from September 1st to August 31st of each year. The School District will reimburse the Police Department for ten (10) months related to the overall costs of the SRO. The parties agree that all reimbursements will be for actual costs.

4. Employment of School Resource Officers

- A. The SROs shall be employees of the Police Department and shall be subject to the administration, supervision and control of the Police Department.
- B. The SROs shall be subject to all personnel policies and practices of the Police Department except as such policies or practices may be modified by the terms and conditions of this Agreement.
- C. The Police Department, in its sole discretion, shall have the power and authority to hire, discharge, and discipline SROs.
- D. A joint committee composed of representatives of the Police Department and the School District shall make recommendations for the SRO positions to the Chief of Police who shall assign such officers. If a Chief School Administrator is dissatisfied with an SRO who has been assigned to the school district, then the Chief School Administrator may request that the Chief of Police assign a different officer as the SRO for that school.



SCHOOL RESOURCE OFFICER MEMORANDUM OF UNDERSTANDING



5. Assignment of the School Resource Officer

- A. The SRO's will be assigned to the Florence Township School District. No assignment shall be given, however, without the Administrative Division Commander having been first notified of the location of the officer. Moreover, the SRO's shall be required to report into the police department to advise of his/her locations at all times. In the event that an SRO is out-of-district during the school session he/she shall notify the Chief School Administrator.

6. Duty Hours

- A. SRO duty hours shall be determined by the provisions of the Florence Township Police Department Labor Agreement. Whenever possible, it is the intent of the parties that the SRO's duty hours shall conform to the school day.
- B. It is understood and agreed that time spent by SROs attending municipal court, juvenile court, and/or criminal cases arising from and/or out of their employment as an SRO shall be considered as hours worked under this Agreement.
- C. In the event an SRO is absent from work, the SRO shall notify his or her supervisor in the Police Department and the Chief School Administrator to which the SRO is assigned. The Police Department will assign another SRO qualified officer, if available.

7. Duties of School Resource Officers

The SRO's duties will include, but not be limited to, the following:

- A. To be an extension of the Office of the Chief School Administrator for assignments consistent with this Agreement.
- B. The Officer shall provide security and surveillance of the areas assigned: note and report to the Administrative Division Commander and the Superintendent of the Schools any irregularities, dangerous practice and conditions, accidents, fires and other acts or circumstances which require police intervention or other action, which affect the health, safety and welfare of students and school personnel.
- C. The Officer shall take necessary action as to trespassers, suspicious persons and conditions, and shall report significant action, occurrences and conditions to both the Chief School Administrator or his/her designee and the Administrative Division Commander.
- D. The Officer shall conduct investigations of criminal or delinquent activity according to established police department policies and procedures.
- E. The Officer shall assist school personnel in dealing with emergencies of a police or law enforcement nature.



SCHOOL RESOURCE OFFICER MEMORANDUM OF UNDERSTANDING



- F. Assist with Megan's Law notifications received by the High School, as directed by the Prosecutor.
- G. Testify in court, administrative proceedings or at Board Meetings, as needed.
- H. The Officer shall assist in truancy investigations, but only to the extent that police or law enforcement issues are implicated, and will not be asked to actively pursue students suspected of truancy violations, nor will he/she be utilized in any fashion that substitute for the School's Truant Officers. This paragraph is expressly intended to not allow the School Resource Officer to replace in any fashion the School Truancy Officers.
- I. The Officer shall coordinate the sharing of delinquency information between the School and the Police Department, as provided in N.J.S.A. 2A:4-60.
- J. To be a visible, active law enforcement figure on campus dealing with law enforcement matters and school code violations originating on the assigned campus. As to school code violations, the SRO will take the student to the principal's office for discipline to be meted out by school officials.
- K. To act as the designee of the campus administrator in maintaining the physical plant of the assigned campus to provide a safe environment as to law enforcement matters and school code violations. This includes building(s), grounds, parking lot(s), lockers and other public school property. As to school code violations, the SRO will take the student to the principal's office for discipline to be meted out by school officials.
- L. To provide classroom resource for law education using approved materials.
- M. To be a resource for students this will enable them to be associated with a law enforcement figure and role model in the students' environment.
- N. To be a resource for teachers, parents and students for conferences on an individual basis dealing with individual problems or questions, particularly in the area of substance control.
- O. To make appearances before site councils, parent groups, and other groups associated with the campus and as a speaker on a variety of requested topics, particularly drug and alcohol abuse.
- P. To document activities of all SROs on and off campus and as a compiler of a monthly report to be provided to the Police Department and to the principal of the assigned school.
- Q. The SRO will be involved in school discipline, when it pertains to preventing a disruption that would, if ignored, place students, faculty and staff at risk of harm. The SRO will resolve the problem to preserve the school climate. As to the school code violations, the SRO will take the student to the principal's office for discipline to be meted out by school officials.



SCHOOL RESOURCE OFFICER MEMORANDUM OF UNDERSTANDING



- R. IN ALL OTHER CASES, disciplining students is a School District responsibility, and the SRO will take students who violate the code of conduct to the principal where school discipline can be meted out.
- S. It will be the responsibility of the SRO to report all crimes originating on campus. Information on cases that are worked off-campus by the Police Department or other agencies involving students on a campus served by an SRO will be provided to the SRO, but the SRO will not normally be actively involved in off-campus investigation(s).
- T. The SRO will share information with the administrator about persons and conditions that pertain to campus safety concerns.
- U. The SRO will be familiar with helpful community agencies, such as mental health clinics, drug treatment centers, etc., that offer assistance to dependency- and delinquency-prone youths and their families. Referrals will be made when necessary.
- V. The SRO and the principal will develop plans and strategies to prevent and/or minimize dangerous situations which might result in student unrest.
- W. The SRO will coordinate all of his/her activities with the principal and staff members concerned and will seek permission, guidance, and advice prior to enacting any programs within the school.
- X. The SRO may be asked to provide community-wide crime prevention presentation that include, but are not limited to:
 - Drugs and the law – Adult and juvenile;
 - Alcohol and the law – Adult and juvenile;
 - Sexual assault prevention;
 - Safety programs – Adult and juvenile;
 - Assistance in other crime prevention programs as assigned.
- Y. The SROs will wear approved department uniform, formal business attire or business casual with appropriate logos and name badges depending on the time of school year, the type of school activity or program, and the requests of the school and/or police department. The Chief of Police and the Chief Administrator of the School shall jointly set expectations and resolve any disputes in this area.
- Z. The SROs will wear their department authorized duty weapons in accordance with department policy.

8. School Discipline

- A. The School Resource Officer shall not be asked to, nor shall he/she serve as, a school disciplinarian. Disciplining students is a school responsibility. However, if the Principal believes an incident may constitute a violation of law, then the Principal may contact the



SCHOOL RESOURCE OFFICER MEMORANDUM OF UNDERSTANDING



School Resource Officer, who shall then determine whether law enforcement intervention is necessary. The Officer shall not be used for regularly assigned lunchroom duties or hall monitoring.

9. Chain of Command

- A. As employees of the Police Department, SRO's will be subject to the chain of command of the Police Department.
- B. If the performance of their duties, SROs shall coordinate and communicate with the Chief School Administrator or his/her designee of the school to which they are assigned.

10. Office Space

- A. The School shall provide the School Resource Officer with office space, including a desk with drawers, chair, filing cabinet (capable of being locked), telephone, internet connection and office supplies. Students shall be permitted to meet and speak privately with the 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 administration.

11. Transporting Students

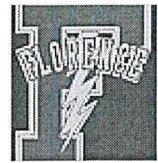
- A. SROs shall not transport students in Police Department vehicles except:
 - 1) When the students are victims of a crime, under arrest, or some other emergency circumstances exist; and
 - 2) When students are suspended and/or sent home from school pursuant to school disciplinary actions, if the student's parent or guardian has refused or is unable to pick up the child within in a reasonable time period and the student is disruptive/disorderly and his/her continued presence on campus is a threat to the safety and welfare of other students and school personnel.
- B. Students shall not be transported to any location unless it is determined that the student's parent, guardian or custodian is at the destination to which the student is being transported. SROs shall not transport students in their personal vehicles.
- C. SROs shall notify school personnel upon removing a student from campus.

12. Access to Education Records

- A. School Officials shall allow SROs to inspect and copy any public records maintained by the school to the extent allowed by law.
- B. Access to student databases.



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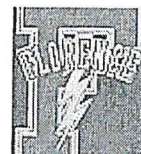
- C. Access to school security cameras.
- D. If some information in a student's record is needed in an emergency to protect the health or safety of the student or other individuals, school officials shall disclose to the SRO that information which is needed to respond to the emergency situation based on the seriousness of the threat to someone's health or safety; the need of the information to meet the emergency situation and the extent to which time is of the essence.
- E. If confidential student record information is needed by an SRO, but no emergency situation exists, the information may be released only as allowed by law.

13. Miscellaneous

- A. This Agreement shall be governed by the laws of the State of New Jersey.
- B. The parties signing below have been authorized by resolution to enter into this Agreement and sign on behalf of the respective parties.
- C. This Agreement may not be amended, altered or modified in any manner except in writing signed by the parties hereto.
- D. Headings contained in this Agreement are for references only and shall not affect the meaning and interpretation of this Agreement.
- E. The invalidity of any clause contained herein shall not render any other provision invalid, and the balance of this Agreement shall be binding upon the parties. If for any reason any provisions of this Agreement are invalid or unenforceable by a court of competent jurisdiction the balance of the Agreement shall remain binding upon all parties.
- F. This Agreement represents the entire understanding of the parties with respect to the subject matter and supersedes and all other prior agreements and understanding between the parties.
- G. The parties acknowledge that the Township is entering into this Agreement by the adoption of **Resolution 2023-82**, and that the Board of Education is entering into this Agreement by the adoption of Resolution _____. This Agreement is contingent upon the adoption of all Resolutions by the respective parties. There are no side or oral agreements relating to this undertaking as set forth.
- H. A failure or delay in the enforcement of any provisions of this Agreement by either party shall not be construed as a waiver of those provisions.
- I. 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 from one document.



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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first written above.

By: _____

Craig H. Wilkie, Mayor

Nancy L. Erlston, Township Clerk

By: _____

Mark Leung, Business Administrator

Attest: _____