BOARD OF PUBLIC WORKS AND SAFETY (Form B-01-2012)
Agenda Request Form

Organizations and individuals are asked to submit a request form and supporting documents to be placed on the agenda. You will be contacted by the City confirming the date of the meeting in which your request will be heard. Please make sure that your contact information is accurate in case we need to get in touch with you. The Board of Works meets on the 1st and 3rd Monday of each month at 5:00 p.m. in City Hall located at 70 E. Monroe Street.

Date Submitted:	September 9, 2016	**Meeting Date:**	September 19, 2016
Contact Information:			
Requested by:	Lynnette Gray, City Attorney		
On Behalf of Organization or Individual:	Board of Works		
Telephone:	317-738-3365		
Email address:	lynng@jgmlawfirm.com		
Mailing Address:	63 E. Court Street, Franklin, IN 46131		
Describe Request:			
Request Approval School Resource Officer Agreement with Franklin Community Schools			
List Supporting Documentation Provided:			
Police Resource Officer Assignment Agreement			
Who will present the request?			
Name:	Lynnette Gray	**Telephone:**	317-738-3365

In order for an individual and/or agency to be considered for new business on the Board of Works agenda, this reservation form and supporting documents must be received in the Mayor's office no later than 4:00 p.m. on the Wednesday before the meeting.

POLICE RESOURCE OFFICER ASSIGNMENT AGREEMENT

This agreement is made this _____ day of September, 2016, by and between the City of Franklin through its Board of Public Works and Safety (hereinafter "City") and the Franklin Community School Corporation (hereinafter "School")(collectively "Parties") as follows:

WHEREAS, the City and the School have worked to collectively enhance the safety of the schools for the benefit of children and others within City of Franklin and the Franklin Community School Corporation; and

WHEREAS, the City currently provides Police Resource Officers to the School on an as-needed basis when called upon by the School; and

WHEREAS, the School additionally employees on an independent contract basis, certain officers to provide part-time duties resource officer services such as security and traffic management; and

WHEREAS, the City and School believe it in the best interest of the school community and the tax payers of the City of Franklin that there be a designated Franklin Police Officer to serve as a Resource Officer on a full-time basis and to provide a safe and secure school; and

WHEREAS, a designated Police Officer will have an opportunity to interact with students and foster a sense of community cooperation and mutual respect to the extent funding and staffing so permits; and

WHEREAS, the City and School desire to set forth in this Police Resource Officer Agreement the terms and conditions of the services to be performed and provided by the assigned Police Resource Officer in the school district;

NOW, THEREFORE, the parties mutually agree as follows:

1. **EMPLOYMENT OF POLICE RESOURCE OFFICER.**

A. The Police Resource Officer employed by the City shall be an employee and Officer of the City and shall be subject to the policies, procedures, practices, administration,

supervision and control of the City. A general job description for the assigned Police Resource Officer is set forth in Exhibit "A" which is attached hereto and incorporated herein by this reference, outlines the intended duties of the Police Officer while serving as the School Resource Officer. It is the current intent of the parties there will be one (1) assigned Officer to serve as the School Resource Officer. The parties may increase these assignments by agreement in the future. The City shall continue to make available, as staffing permits, three (3) additional School Resource qualified personnel who will continue to serve on a part-time basis as needed by the School and which shall be employed at the sole cost and responsibility of the School to address its part-time needs. Nothing in this agreement is intended to alter the prior arrangement of hiring these part-time Officers. The parties further agree, that currently Officer Brian Oliver is intended to be the designated full-time School Resource Officer, subject to the agreement that the assignment of said Officer is at the sole discretion of the City and subject to staffing and funding restrictions of the City.

B. The Police Officer shall be subject to all personnel policies and practices of the City and the School except as such policies and practices may be modified by the terms and conditions of this agreement. In the event the personnel policies and practices of the City are in conflict with the personnel policies and practices of the School, the personnel policies and practices of the City shall control.

C. The City, in its sole discretion, shall have the power and authority to hire, discharge, and discipline the assigned Police Resource Officer.

D. The parties agree that the point of contact for the assigned Officer at each school shall be the Building Principal and Assistant Principals. The School may make recommendations concerning the Police Resource Officer position to the City of Franklin Police Chief who may implement said recommendations subject to the personnel policies and practices of the City and discretion of the Chief of Police. If a Principal or Assistant Principal is dissatisfied with the assigned Police Resource Officer, then the Principal or Assistant Principal shall inform the

Superintendent of the School Corporation of his or her dissatisfaction. The Superintendent of the School Corporation will be the point of contact with the Chief of Police and the Mayor of the City of Franklin regarding any suggestions, comments or concerns. Upon requests made by the Superintendent to the Chief of Police and/or the Mayor of the City of Franklin, that the Police Officer providing Police Resource Officer services to the School be reassigned and that a Successor Police Officer be assigned to provide Police Resource Officer services, the Chief of Police and/or the Mayor of the City of Franklin will give careful consideration to such a request and will use their best efforts to accommodate the wishes of the Superintendent.

E. One (1) Police Officer shall be assigned to the School.

F. For any given year, the Police Resource Officer shall serve a term from August 1 to July 31, and generally the hours of assignment shall be from approximately 7:30 A.M. to 3:30 P.M., but is subject to staffing, limitations, needs or requirements of the City. The terms of the agreement set forth herein shall not convert this agreement into a contract for employment of the Police Resource Officer by the School.

2. **DUTY HOURS**

A. The assigned Police Resource Officer shall work during school hours. The assigned Police Resource Officer shall work an eight (8) hour day.

B. It is understood and agreed that time spent by Police Resource Officers attending municipal court, juvenile court, and/or criminal cases arising from and/or out of their employment as a Police Resource Officer under this agreement shall be considered as hours worked under this Agreement.

C. In the event of an emergency, if the Police Resource Officer is ordered by the City or Police Department to leave school during normal duty hours as described above and to perform other services for the Police Department, then the time spent shall be considered hours worked under this Agreement.

D. In the event a Police Resource Officer is absent from work, the Police Resource Officer shall notify his or her supervisor in the City and the principal of the high school. The City will assign another qualified Police Officer, if available, to substitute for the Police Resource Officer who is absent beginning with the sixth consecutive day of absence.

E. The Police Resource Officer will attempt to take vacation when school is out of session. If a school day is needed off, the officer will advise the school administration and the Police Department Supervisor.

F. The term of this agreement includes summer sessions wherein the parties agree that this time will permit the assigned Officer to obtain training, establish programs or develop additional resources to assist in the specialized duties necessary for school resource officers.

3. COSTS OF THE POLICE RESOURCE OFFICER PROGRAM

The City agrees that for the 2016/2017 school year, the City will provide the assigned Police Officer for the Police Resource Officer program with the School being responsible for the following expenses:

A. Adequate office space and necessary office equipment.

B. A district wide radio.

C. A computer and access to necessary equipment.

D. Access to school programming; including scheduling, contact information, etc. to the extent not prohibited by confidentiality or privacy limitations. The City will be responsible for providing the Officer a cell phone.

E. Effective with the 2017/2018 school year, in addition to paying the above costs, the School agrees it shall include the costs of the Officer within its budget and reimburse the City the sum of $50,000.00 for the cost of the Officer. If 2 Officers are provided, School shall reimburse the City the sum of $100,000.00. The School further agrees that effective with the 2017/2018 school year it will take all reasonable and good faith efforts to budget for and apply for grants to apply to the costs.

F The City will invoice the School semi-annually by June 1st and December 1st with payment being made on or before June 30th and on or before December 31st.

4. TERM OF THIS AGREEMENT

The initial term of this agreement is two (2) years commencing on the first day of September, 2016 and ending on the 31st day of August, 2018; however, should either party encounter budgetary constraints, or staffing limitations that make the continuation of this agreement impractical, then either party may cancel this agreement upon sixty (60) days' notice to the other. Following the initial two (2) year term, this agreement shall be automatically renewed for successive one (1) year periods unless either party requests termination or modification of this agreement. This request will be made in writing and served upon the then serving School Superintendent and Mayor of the City of Franklin.

5. DUTIES OF THE POLICE RESOURCE OFFICER

The Police Resource Officer's duties will include, but not be limited to, the following:

A. To be an extension of the school administration and City of Franklin Police Department for assignment consistent with this Agreement.

B. Maintain high visibility on school property, to foster a safe and secure school environment and further to interact with the students and staff to develop and foster a mutual respect for the School and local community.

C. Essential Tasks of the Position:

1. Enforce Indiana criminal code, school policy, and procedures in order to assure the safety of school corporation personnel, and students.

2. Be responsible for maintaining high visibility on school property in order to safeguard school corporation property and maintain the safety of students and staff.

3. Monitor dispatch channels and respond as needed to emergencies within the School including Middle School and Elementary Schools as well within the City of Franklin.

4. Call emergency personnel when necessary.

5. Conform to safety standards as prescribed.

6. Respond to any calls concerning criminal activity on or near any school facility, and investigate as deemed necessary.

7. Inform and cooperate with detectives and other Officers of the City of Franklin Police Department if any incident needs to be investigated.

8. Collect any evidence related to a criminal investigation.

9. Perform other tasks related to the position as assigned by School Administration or Chief of Police.

10. Testify in court and administrative proceedings.

D. To be a visible, active law enforcement figure on campus dealing with law enforcement matters and school code violations originating on school property.

E. 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. This includes building(s), grounds, parking lot(s), lockers and other public school property.

F. To provide a classroom resource for law education using approved materials.

G. To be a resource for students which will enable them to be associated with a law enforcement figure in the students' environment.

H. 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.

I. To make appearances before advisory councils, parent groups, and other groups associated with the campus and as a speaker on a variety of requested topics. This includes drug and alcohol abuse prevention programs.

J. To document activities on and off campus and compile a monthly report to be provided to the City and to the school administrator.

K. The Police Resource Officer will not be involved in ordinary school discipline, UNLESS "it pertains to preventing a potential disruption and/or climate that places students or staff at risk of harm". Disciplining students is a school corporation responsibility, and only when the school administrator and the Police Resource Officer agree that the Police Resource Officer's assistance is needed to maintain a safe and proper school environment would the school administrator request Police Resource Officer

involvement.

L. If the school administrator believes that in a given situation or incident there is a law violation, the school administrator may request Police Resource Officer involvement.

M. It will be the responsibility of the Police Resource Officer 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 school grounds served by the Police Resource Officer will be provided to the Police Resource Officer, but the Police Resource Officer will not normally be actively involved in off-campus investigation(s).

N. The Police Resource Officer will coordinate his/her actions with the school administrator for law enforcement cases.

O. All local law enforcement and state agencies requesting to conduct formal police interviews, interrogations, and arrests of any student should be referred to the Police Resource Officer. The Police Resource Officer will comply with 1C 31-30.5 in conducting any custodial interrogation of a student at school. Local law enforcement officers may conduct interviews of students as necessary and absent an emergency shall endeavor to advise and contact the school resource officer when appropriate.

P. The Police Resource Officer will be familiar with helpful community agencies, such as mental health clinics, drug treatment centers, and other like organizations that offer assistance to dependency and delinquency-prone youths and their families.

Q. The Police Resource Officer and the School Administrator will develop plans and strategies to prevent and/or minimize dangerous situations which might result in student unrest.

R. The Police Resource Officer will coordinate all of his/her activities with the School Administrator and staff members concerned and will seek permission, guidance, and advice prior to enacting any programs within the school.

S. The Police Resource Officer is first and foremost a law enforcement officer. This fact must be constantly reinforced.

T. The Police Resource Officer may be asked to provide community wide crime prevention presentations that include, but are not limited to:

i) Drugs and the law;
ii) Alcohol and the law;
iii) Sexual assault prevention;
iv) Safety programs;
v) Assistance in bullying prevention and education; and
vi) Assistance in other crime prevention programs as assigned.

U. The Police Resource Officer will wear an approved department uniform, formal business attire or business casual attire 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 of the City of Franklin and the School Administrator shall jointly set expectations and resolve any disputes in this area with final discretion resting with the Chief of Police.

V. The Police Resource Officer will wear his/her department authorized duty weapons in accordance with department policy.

W. The duties and responsibilities of the Police Officer may change, from time to time, with or without notice consistent with the duties and responsibilities of a law enforcement officer.

X. Conduct searches and/or assist in searches, as permitted by law when authorized by building principals pursuant to the School's policies or pursuant to validly issued search warrants.

Y. Assist school personnel in encouraging students to attend school, which assistance may include home visits and/or work at locations other than the school campus.

6. CHAIN OF COMMAND

A. As an employee of the City, the Police Resource Officer will be subject to the chain of command of the City's Police Department.

B. In the performance of his/her duties, the Police Resource Officer shall coordinate and communicate with the School Administrator or the designee of the school to which they are assigned.

7. TRANSPORTING STUDENTS

A. The Police Resource Officer 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.

2. 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. The Police Resource Officer shall not transport students in their personal vehicles.

3. The Police Resource Officer shall notify school personnel upon removing a student from campus.

8. **ACCESS TO EDUCATION RECORDS**

A. School officials shall allow the Police Resource Officer to inspect and copy any public records maintained by the school to the extent allowed by law.

B. If some information in a student's record is needed in an emergency, as determined in the sole discretion of the School, to protect the health or safety of the student or other individuals, school officials may disclose to the Police Resource Officer 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.

C. If confidential student records information is needed by a Police Resource Officer, but no emergency situation exists, the information may be released only as allowed by law, as determined in the sole discretion of the School.

9. **Additional Costs & Expenses**

The School shall remain solely responsible for the costs and expenses and obligations due to any additional Officers which School hires on a part-time independent contract basis and nothing in this agreement is intended to modify those agreements.

10. **EMPLOYMENT STATUS AS BETWEEN OFFICER AND SCHOOL- NO THIRD PARTY BENEFICIARIES**

This agreement is not intended to and does not create a contract of employment between School and any assigned Police Resource Officer. The provisions of this Agreement are intended to be for the sole benefit of City and School and none of the provisions of this Agreement are intended to be, nor shall they be, construed to be for the benefit of any third party.

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

INTRODUCED & APPROVED by the Board of Public Works and Safety of the City of Franklin, Johnson County, Indiana this _____ day of _____, 2016.

City of Franklin, Indiana, By its Board of Public Works and Safety:

Voting Affirmative:

_____
Mayor Joseph E. McGuinness

_____
Stephen Barnett

_____
Robert Swinehamer

Voting Opposed:

_____
Mayor Joseph E. McGuinness

_____
Stephen Barnett

_____
Robert Swinehamer

Attest:

_____
Jayne Rhoades, Clerk Treasurer

Franklin Community School Corporation
Board of School Trustees
("FCSC")

By: _____
Bryan Wertz, President

Attest: _____
Danny D. Vaught, Secretary

By: _____
Danny D. Vaught, Secretary

Prepared by: Lynnette Gray
Attorney No.: 11567-41