

BOARD OF PUBLIC WORKS AND SAFETY
Agenda Request Form

(Form B-01-2012)

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:	06.26.2023	Meeting Date:	07.17.2023
Contact Information:			
Requested by:	Lynnette Gray		
On Behalf of Organization or Individual:	City of Franklin		
Telephone:	317-738-3365		
Email address:	lynng@igmlawfirm.com		
Mailing Address:	63 E. Court St., P.O. Box 160, Franklin, IN 46131		
Describe Request:			
Renewal of the School Resource Officer Agreement with Franklin Schools			
List Supporting Documentation Provided:			
School Resource Officer Assignment Agreement w/Exhibit A			
Who will present the request?			
Name:	Lynnette Gray, City Attorney	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.

SCHOOL RESOURCE OFFICER ASSIGNMENT AGREEMENT

This agreement is made this 10th day of July, 2023, 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 the City of Franklin and the Franklin Community School Corporation; and

WHEREAS, the City intends to provide two full-time officers on assignment as School Resource Officers to the School as staffing considerations permit; and

WHEREAS, the School also employs two full-time School Resource Officers serving as Special Deputies under the oversight of the Johnson County Sheriff; and

WHEREAS, the School additionally employs on an independent contract basis, certain officers to provide part-time duty 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 there continue to be two (2) Franklin Police Officers assigned to serve as School Resource Officers on a full-time basis as staffing permits and to provide safe and secure schools; and

WHEREAS, the assigned Police Officers 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 School Resource Officer Agreement the terms and conditions of the services to be performed and provided by the assigned School Resource Officers in the school district;

NOW, THEREFORE, the parties mutually agree as follows:

1. EMPLOYMENT OF SCHOOL RESOURCE OFFICER.

A. The School Resource Officers employed by the City shall be employees and Officers 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 Officers while serving as School Resource Officers. It is the current intent of the parties there will be two (2) assigned Officers to serve as School Resource Officers. The City may determine in its sole and absolute discretion that

staffing constraints prohibit the assignment of two (2) officers. In such instances, notice will be provided by the City to the School of the need to decrease the number of officers and the identity of the officer reassigned. Additionally, 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.

B. The Police Officers 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 a Police Officer assigned as a School Resource Officer.

D. The parties agree that the point of contact for the assigned Officers at each school shall be the Building Principal and Assistant Principals. The School may make recommendations concerning the School Resource Officer positions 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 an assigned School Resource Officer, then the Principal or Assistant Principal shall inform the Director of Operations of the School Corporation of his or her dissatisfaction. The Director of Operations 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.

E. The parties agree the School Superintendent may make a request to the Chief of Police and/or the Mayor of the City, that a Police Officer providing School Resource services to the School be reassigned and a Successor Police Officer be assigned. 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 as staffing permits.

F. The City will endeavor to assign two (2) police officers to the School as staffing considerations permit and as determined by the City Police Chief.

G. For any given year, the School Resource Officers 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 School Resource Officers by the School.

2. DUTY HOURS

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

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

C. In the event of an emergency, if a School 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 School Resource Officer is absent from work, the 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 School Resource Officer who is absent beginning with the sixth consecutive day of absence.

E. The School Resource Officers 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 SCHOOL RESOURCE OFFICER PROGRAM

The City agrees that for the 2023/2024 school year, the City will endeavor to provide two (2) assigned Police Officers for the School Resource Officer program. The City will be responsible for providing each Officer a cell phone. The School will be 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.

E. In addition to paying the costs set forth in A through D above, the School agrees that it will continue to make all reasonable attempts to fund or to apply for grant funding which will allow the School to employ two (2) full-time School Resource Officers to further the School Resource Officer program. The School further agrees to cooperate with the City of Franklin to make all reasonable attempts to obtain additional grant funding which, if obtained, will be utilized to defray the costs incurred by the City of Franklin in connection with the City's employment of the two (2) School Resource Officers to be provided pursuant to this agreement.

4. TERM OF THIS AGREEMENT

The initial term of this agreement is for the period commencing on the 1st day of August 2023, and ending on the 31st day of July, 2025; 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 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 SCHOOL RESOURCE OFFICER

The School 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 District 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 School 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 School Resource Officer agree that the School Resource Officer's assistance is needed to maintain a safe and proper school environment would the school administrator request School 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 School Resource Officer involvement.

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

N. The School 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 School Resource Officer. The School Resource Officer will comply with IC 31-30.5-1 et.seq. 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 School 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 School 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 School 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 School Resource Officer is first and foremost a law enforcement officer. This fact must be constantly reinforced.

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

1. Drugs and the law;
2. Alcohol and the law;
3. Sexual assault prevention;
4. Safety programs;
5. Assistance in bullying prevention and education; and
6. Assistance in other crime prevention programs as assigned.

U. The School 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 School 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 School 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 School Resource Officer shall coordinate and communicate with the School Administrator or the designee of the school to which they are assigned and the Director of Operations who provides coordination and oversight of the School Resource Officer Program.

7. TRANSPORTING STUDENTS

A. The School 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.

B. The School Resource Officer shall not transport students in their personal vehicles.

C. The School Resource Officer shall notify school personnel upon removing a student from campus.

8. ACCESS TO EDUCATION RECORDS

A. School officials shall allow the School 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 School 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 AND 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 School 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 July, 2023.

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

Voting Affirmative:

Voting Opposed:

Mayor Stephen Barnett

Mayor Stephen Barnett

Tina Gross, Member

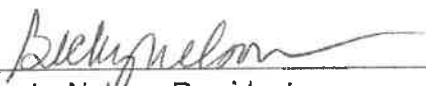
Tina Gross, Member

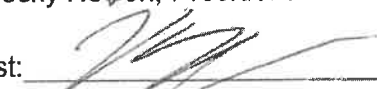
Kenneth Austin, Member

Kenneth Austin, Member

Attest: _____
Jayne W. Rhoades, Clerk Treasurer

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

By: 
Becky Nelson, President

Attest: 
Jake Sappenfield, Secretary

Prepared by: Lynnette Gray

Attorney No.: 11567-41

Exhibit A
Franklin Community School Corporation
School Resource Officer
Job Description

Job Title: School Resource Officer on Assignment from Franklin Police Department
Supervised by: City of Franklin Chief of Police / Director of Operations
Version Date: January 1, 2020

Purpose: To keep Franklin Community Schools students and staff safe.

The role and duties of a School Resource Officer is defined in the Indiana code. This job description provides additional details regarding the duties and responsibilities of the position.

Indiana Code

School Resource Officers

IC 20-26-18.2-1

"School resource officer"

Sec.1. (a) As used in this chapter, "school resource officer" means an individual who:

- (1) has completed the training described in subsection (b);
- (2) is assigned to one (1) or more school corporations or charter schools to:
 - (A) assist the school safety specialist with the development and implementation of the school safety plan as provided in section 2 of this chapter; and
 - (B) carry out any additional responsibilities assigned to the school resource officer under the employment engagement, contract, or memorandum of understanding and to:

- (i) protect against outside threats to the physical safety of students;
 - (ii) prevent unauthorized access to school property; and
 - (iii) secure schools against violence and natural disasters; and

(3) is:

- (A) employed by a law enforcement agency;
- (B) appointed as a police reserve officer (as described in IC 36-8-3-20) or as a special deputy (as described in IC 36-8-10-10.6) if the police reserve officer or special deputy:

- (i) is subject to the direction of the sheriff or appointing law enforcement agency;
 - (ii) is required to obey the rules and orders of the sheriff's department or appointing law enforcement agency;
 - (iii) is required to complete all training required of regular full-time law enforcement officers employed by the sheriff's department or appointing law enforcement agency; and

- (iv) may be removed by the sheriff or appointing law enforcement agency at any time, with or without cause; or
- (C) a school corporation police officer appointed under IC 20-26-16-3.
- (b) Before being appointed as a school resource officer an individual must have:
 - (1) successfully completed the minimum training requirements established for law enforcement officer under IC 5-2-1-9; and
 - (2) received at least forty (40) hours of school resource officer training through:
 - (A) the Indiana law enforcement training board established by IC 5-2-1-3;
 - (B) the National Association of School Resource Officers; or
 - (C) another school resource officer training program approved by the Indiana law enforcement training board.
- (c) Training described in subsection (b)(2) must include instruction regarding skills, tactics, and strategies necessary to address the special nature of:
 - (1) school campuses; and
 - (2) school building security needs and characteristics.

IC 20-26-18.2-2

Employment of school resource officer; duties

- Sec. 2. (a) A school resource officer may be employed:
- (1) by one (1) or more school corporations or charter schools through a contract between a local law enforcement agency and the school corporation or school corporations or the charter school or charter schools;
 - (2) by one (1) or more school corporations or charter schools;
 - (3) by a local law enforcement agency that assigns the school resource officer to one (1) or more school corporations or charter schools through a memorandum of understanding between the local law enforcement agency and the school corporation or school corporations or the charter school or charter schools; or
 - (4) through a contract between an Indiana business that employs person who meet the qualifications of a school resource officer and the school corporation or school corporations or the charter school or charter schools.
- (b) A contract or memorandum of understanding entered into under subsection (a) must state the nature and scope of a school resource officer's duties and responsibilities. A school resource officer's duties and responsibilities include the duty to assist the school corporation's school safety specialist with the development and implementation of a school safety plan that does the following:
- (1) Protects against outside threats to the physical safety of students.
 - (2) Prevents unauthorized access to school property.
 - (3) Secures schools against violence and natural disasters.
- (c) A school resource officer shall consult with local law enforcement officials and first responders when assisting the school corporation's school safety specialist in the development of the school safety plan.

IC 20-26-18.2-3

School resource officer's police powers

Sec. 3. (a) A school resource officer may;

- (1) make an arrest;
- (2) conduct a search or seizure of a person or property using the reasonable suspicion standard;
- (3) carry a firearm on or off school property; and
- (4) exercise other police powers with respect to the enforcement of Indiana laws.

(b) A school resource officer has jurisdiction in every county where the school corporation or charter school engaging the officer operates a school or where the school corporation or charter school's students reside. This subsection does not restrict the jurisdiction that a school resource officer may possess due to the officer's employment by a law enforcement agency.

Job Duties:

1. The School Resource Officer's duties will include, but not be limited to, the following:
 - a. To assist the Director of Operations in coordinating and administering school safety plans.
 - b. Develop and foster relationships with students, staff, parents and other community members that promote cooperation and shared ownership in maintaining safe schools.
 - c. Develop and implement procedures to deter and prevent weapons and contraband from being brought into the schools.
 - d. 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.
 - e. Work in partnership with the Franklin Police Department and Johnson County Sheriff's Department in enforcing Indiana criminal code.
 - f. Investigate and assess threats against schools, students and staff.
 - g. Periodically evaluate the physical security of school facilities.
 - h. Periodically evaluate school safety plans and procedures.
 - i. Serve as a classroom resource for law education using approved materials.
2. The School 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 schools.
3. The School Resource Officer is first and foremost a law enforcement officer. This fact must be constantly reinforced. The School 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 School Resource Officer agree that the School Resource Officer's assistance is needed to maintain a safe and proper school environment would the school administrator request School Resource Officer involvement.
4. If the school administrator believes that in a given situation or incident there is a law violation, the school administrator may request School Resource Officer involvement.
5. It will be the responsibility of the School 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 School Resource Officer will be provided to the School Resource Officer, but the School Resource Officer will not normally be actively involved in off-campus investigation(s).

6. The School Resource Officer will coordinate his/her actions with the school administrator for law enforcement cases.
7. All local law enforcement and state agencies requesting to conduct formal police interviews, interrogations, and arrests of any student should be referred to the School Resource Officer. The School 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.
8. The School 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.
9. The School Resource Officer and the School Administrator will develop plans and strategies to prevent and/or minimize dangerous situations which might result in student unrest.
10. The School Resource Officer may be asked to provide community-wide crime prevention presentations that include, but are not limited to:
 - a. Drugs and the law;
 - b. Alcohol and the law;
 - c. Sexual assault prevention;
 - d. Safety programs;
 - e. Assistance in bullying prevention and education;
 - f. Assistance in other crime prevention programs as assigned.
11. The School 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.
12. The School Resource Officer will wear his/her department authorized duty weapons in accordance with department policy.
13. The duties and responsibilities of the School Resource Officer may change, from time to time, with or without notice, consistent with the duties and responsibilities of a law enforcement officer.
14. The School Resource Officer will 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.
15. The School Resource Officer will 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.
16. The School Resource Officer will work with guidance counselors and other student support staff to assist students and to provide services to students involved in situations where referrals to service agencies are necessary.
17. The School Resource Officer will assist in conflict resolution efforts. Educate students on how they can resolve conflicts without violence.
18. The School Resource Officer will assist with grant management activities for safety such as identifying grant opportunities, preparing and submitting grant applications, completing grant commitments and submitting required reports.
19. The School Resource Officer will serve on the corporation school safety committee.
20. The School Resource Officer will develop procedures and provide staff training regarding weapons screenings including use of metal detection equipment.