

**SCHOOL RESOURCE OFFICER
SHARED SERVICE AGREEMENT
BETWEEN
THE TOWN OF DOVER AND
THE DOVER SCHOOL DISTRICT**

THIS AGREEMENT is entered into the latter of the dates on the signature page by and between:

THE TOWN OF DOVER

a municipal corporation of the State of New Jersey
with offices located at 37 North Sussex Street,
Dover, New Jersey 07801

(hereinafter "Provider")

AND

THE DOVER PUBLIC SCHOOL DISTRICT

a dedicated public school district organized pursuant to N.J.S.A. 18A:1-1, et seq. of the New Jersey Statutes
with offices located at 100 Grace Street,
Dover, New Jersey 07801

(hereinafter "Recipient")

WITNESSETH

ARTICLE I: SCOPE OF SERVICES

A. Designation as General Agent

- (1) The Provider is hereby designated as the agent of the Recipient, to furnish School Resource Officer services pursuant to the authority established in the Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-1, et seq.
- (2) The Provider shall provide two (2) School Resource Officers to Recipient.

B. Responsibility

The purpose of this provision is to facilitate a clear understanding of roles, duties, and responsibilities.

The Dover Police Department recognizes and supports the need for safe schools and a safe learning environment for the youth of the Dover Public School District. In furtherance of that goal, the Dover Police Department School Resource Officers shall work in partnership with school officials toward this end. The schools will provide a private office, office furnishings, telephone, and a computer to the SRO for his/her use in the school. The Police Department will provide any required police equipment, including radios and motorized and non-motorized vehicles to the SROs.

order through the enforcement of local, state and federal laws, and enforcement of the school code of conduct for the purpose of maintaining a safe and effective learning environment in the schools; they may not act in place of Administration or District Security.

- ◆ are to 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. IN ALL OTHER CASES, disciplining students is a School District responsibility, and the SRO will take students violating the code of conduct to the Principal where school discipline can be applied.

- ◆ are governed by the rules, policies, shifts, schedules, procedures and practices of the Dover Police Department and the Town of Dover and State of New Jersey under the supervision of the Chief Law Enforcement Officer or designee.

- ◆ are expected to attend all training, meetings and appointments assigned by the Police Department. The SRO will also have completed a 40 hour training course administered by the NJASRO. It is recognized that some training will conflict with officer availability at the school during normal school hours. These conflicts will be minimized as much as possible but the potential exists that such requirements will take precedence over school presence. The officer shall strive to keep the school principal or his representative informed about his/her absences and/or activities as appropriate on a need to know basis;

- ◆ are governed and covered by the current Collective Labor Agreement between the Town of Dover and the Dover PBA;

- ◆ are considered by the Town of Dover as "non-exempt" employees covered by the Fair Labor Standards Act and subject to it and the Police Union Contract for compensation and pay; Duty assignment in the summer months, when school is not in session, will be under the direction of the Chief Law Enforcement Officer. SRO's may also be required to work regular police duty assignments, at other times when school is not in session, when so directed by the Chief Law Enforcement Officer.

- ◆ are police officers and not school teachers, school administrators, nor school counselors. The officers will assist teachers with classroom presentations on relative topics when requested and able. They will also work with families, individual students and other school staff members with counseling and guidance efforts when requested and appropriate. We, the undersigned, encourage team work, partnerships, cooperation and coordination between the officers, their supervisors and the school administrators and their staff, as well as with the surrounding neighborhood;

- ◆ SROs, the School Administration for the respective schools, and the Chief Law Enforcement Officer or designee will meet at the beginning of each school year to determine the goals and objectives of the SRO for the respective school. An assessment mechanism will be developed jointly, in an effort to determine the effectiveness of the SRO program.

Quarterly and year end meetings will be held to determine progress and to make adjustments as needed.

E. Program Assessment

The School Resource Officer Program will be assessed annually, and the evaluation will be conducted jointly between the Dover Police Department and Dover Public Schools. The following areas, at a minimum, will be used to evaluate the program:

timely manner shall result in a five percent (5%) late penalty as well as interest to accrue at the rate of six percent (6%) per annum.

E. Insurance: Indemnification

The Provider shall maintain in full force and effect during the term of this Agreement, public officials liability, worker's compensation and auto liability insurance, covering all employees and vehicles used in its performance of this Agreement herein. The Provider shall also maintain in full force and effect during the term of this Agreement, general liability insurance naming Recipient as an additional insured, providing same is authorized by the Morris County Municipal Joint Insurance Fund.


The Recipient agrees that it shall indemnify and hold the Provider harmless from any and all liability and claims for damages or injury caused by or resulting from the sole negligent acts, errors or omissions of the Recipient or the Recipient's agents, officers, employees or assigns, arising out of the provision of the services set forth in this Agreement, and the Provider agrees that it shall indemnify and hold the Recipient harmless from any and all liability and claims for damages or injury caused by or resulting from the sole negligent acts, errors or omissions of the Provider or the Provider's agents, officers, employees or assigns, arising out of the provision of the services set forth in this Agreement.

IN WITNESS WHEREOF, this Agreement has been duly executed as of the latter day and year written below.

WITNESS:

DOVER SCHOOL DISTRICT

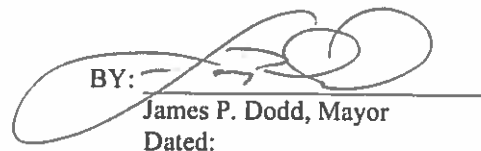
BY: 
Board Secretary


BY: 
Beth Schoonmaker,
Acting Superintendent
Dated: 9/5/18

WITNESS:

TOWN OF DOVER

BY: 
Tara Pettoni, Acting Town Clerk

BY: 
James P. Dodd, Mayor
Dated:

BY: 
Anthony W. Smith,
Chief Law Enforcement Officer
Dated: