

Allenstown School District Allenstown, New Hampshire

Contract for Services for School Resource Officer (SRO)

This agreement executed on this _____ day of _____, 2016, but agreed to be effective from August 29, 2016 to June 16, 2017~~9~~, by and between the Town of Allenstown ("Town") and the Allenstown School District ("District").

Whereas, both governmental entities see the value in cooperative, shared resources to meet the respective goals and objectives of each entity, this cooperative effort between the school district and the town has many mutual benefits. The School Resource Officer (SRO) will enhance the general safety and security of the school system. The SRO will instruct the DARE program in its various programs. The SRO will assist the Allenstown School District in investigating and reducing bullying.

Now, therefore, for and in consideration of the mutual promises and agreements contained herein, the Town of Allenstown agrees to provide to the Allenstown School District staffing in the form of a School Resource Officer in the Allenstown School System under the terms and conditions agreed upon by the parties and set forth below.

Section 1 - Work To Be Performed

- 1.1 **Programs** - The Town of Allenstown agrees to provide, through the designated SRO, the Drug Abuse Resistance Education (DARE) Program in its various components to the students in grades 5 through grade 8 of the Allenstown School District in accordance with the curriculum of DARE America ~~curriculum~~. Additionally, at the request and direction of the Allenstown School District the SRO will provide other educational programs, such as bicycle safety, car seat safety, stranger danger and other programs that fit appropriately into the Allenstown curriculum.
- 1.2 **Length of Agreement** - The initial term of this Agreement shall begin on August 29, 2016 and continue until June 16, 2017~~9~~, unless terminated in accordance with this Agreement. ~~Subject to voter approval, this Agreement shall be renewed for the 2017-18 and 2018-19 school years ("renewal terms")~~. The School Board represents that it ~~intends to will~~ include funding for the SRO in its budgets for the 2017-18 and 2018-19 school years at the projected rates provided by the Town of Allenstown ~~on an annual basis at their April 11, 2016 meeting~~. It is understood, however, that the current School Board cannot bind future Boards and all funding is subject to approval by the ~~voting legislative~~ body at the annual school district meeting.
- 1.3 **Services Provided** - The Town will provide the services of a certified police officer to serve as a School Resource Officer for the District. Effective August 29, 2016, the SRO will work each week of the school calendar following the approved 2016-2017 Allenstown School District calendar. The officer will be assigned to the Allenstown School District for no less than 40 hours per week

at times that are agreed upon by the school principals and the Chief of Police. It is understood that the SRO may be assigned duties for the District outside the regular school day, provided that his/her schedule will not exceed 40 hours per week. Work hours exceeding 40 hours per week related to school functions will be paid for by the School District at the actual cost of those hours. The SRO will not be reassigned to other law enforcement duties during this time period. To clarify further the SRO will not be reassigned to cover shortfalls in town police coverage due to staffing shortages, as an example. The Chief of Police may temporarily re-assign the SRO for disasters or emergency law enforcement incidents.

- 1.4 **Selection of SRO** - The parties have agreed the police department will work with the District to select an officer to serve as the SRO. The District will retain final authority to approve the SRO selected by the police department.
- 1.5 **Adherence to Policies and Procedures** - The police officer assigned to the position of SRO will comply with all policies and procedures as established by the Allenstown Police Department, the Town of Allenstown and the Allenstown School District. Conflicts of policy will be managed/resolved by the school administrators and the Chief of Police. If the SRO is placed on any type of administrative leave, paid or unpaid, by either the Police Department or Town of Allenstown, he/she will also be suspended from their duties as the SRO until such time that he/she has been reinstated.
- 1.6 **Additional Agreement** - It is understood and agreed that the SRO shall remain at all times an employee of the Town and shall not be considered an employee, agent or representative of the District.

Section 2 - Cost of Services

- 2.1 **Cost of Services** - The Allenstown School District will reimburse the Town of Allenstown for the cost of providing the SRO to the Allenstown School -District during the term stated above. These costs include all salary, fringe benefits and associated costs, ~~such as FICA~~ medicare, retirement contributions, workers' compensation insurance, health and dental insurance, etc., incurred by the Town of Allenstown in connection with the employment of the SRO during the period stated above. During any time period that the SRO is unavailable to serve as the SRO, other than during approved vacation or during sick leave, the District will not be charged for the SRO services. Earned vacation time will only be taken, with prior approval, during scheduled school district vacations^[AT1]. It is estimated that the cost of employing the SRO during the 2016-17 school year will be \$69,133. It is understood that the benefit costs are subject to adjustment effective January 1, 2017 but it is agreed that the total cost to the Allenstown School District for the SRO services during the 2016-17 school year shall not exceed \$78,000. It is further understood that the salary and benefits will be subject to adjustment in the 2017-18 and the 2018-19 school years. The Town will notify the District of the anticipated cost for each subsequent year no later than November 1 of the preceding year, to the extent the Town has

that information. The school will be responsible for actual costs for the SRO position whether the cost is lower or higher than the projected cost. The Town of Allenstown will be responsible for the cost of providing the SRO with all necessary training, equipment, and uniforms.

The School District will be responsible for the cost of the SRO position when school is not in session such as the summer months and during school vacations. The School District will pay for 52 weeks each calendar year during the period of the agreement to coincide with the Town's budget. To further clarify the School District shall pay for the cost of the SRO's salary and benefits for the full Town budget year starting on August 29th, 2016 through June 16th, 2019. The Town will not be responsible for any of the salary and fringe benefits cost for the SRO position during the agreement except as provided in the last sentence of the paragraph above in this section.

- 2.2 **Payment of Expenses** - The Town shall pay the SRO in accordance with its normal payroll practices and shall be responsible for withholding and reporting of employment taxes and to agreed upon withholdings. The Town will invoice the District on a quarterly basis for the agreed upon salary and fringe benefit expenses. The District shall submit payment to the Town within 30 days of being invoiced by the Town.

Section 3 - Termination

- 3.1 **Non-Appropriation of Funds** - In the event that no funds or insufficient funds are appropriated by the District for the SRO position in any renewal term budget year, and sufficient funds are not otherwise made available in any such renewal term budget year, the District will immediately notify the Town, in writing, and may elect to terminate this — Agreement effective the start of the renewal term budget year for which there is insufficient appropriation.
- 3.2 **Termination By District** - in the event that the District is dissatisfied with the performance of the SRO; it shall provide written notice to the Town outlining the reasons for its dissatisfaction. The parties shall work together to develop a plan to resolve the deficiency, which may include designation of an alternative SRO acceptable to the District. If the deficiency is not corrected to the reasonable satisfaction of the District within thirtysixty (360) days, the District may elect to terminate this Agreement upon thirty (30) days written notice for good cause shown. Good cause constitutes violations of Town/police department policies or procedures, neglect to perform a duty as required by the SRO position, failure to comply with the DARE curriculum, violation of School District policies as they apply to the SRO by mutual agreement.
- 3.3 **Unavailability of Officer** - in the event that the designated SRO is placed on any type of ~~paid or~~ unpaid administrative leave, ~~is unable to work due to injury or illness~~, or is ~~otherwise~~ no longer available to serve as the SRO ~~for a period of more than ten (10) consecutive school days~~, the Town, with the District's approval, ~~shall~~ may designate an alternative officer to serve as the SRO. If the Town fails to or is unable to designate an officer acceptable to the District, either party may elect to terminate this Agreement upon thirty (30) days written notice.

Section 4 - Indemnifications

- 4.1 **Allenstown School District Indemnification** - The Allenstown School District, the “Indemnitor”, shall defend, indemnify and hold harmless the Town of Allenstown, and its officials and employees from and against any and all losses incurred by the Town of Allenstown to the extent arising out of or relating to the Allenstown School District’s negligence or breach of its obligations or warranties set forth in this Agreement or the negligence of its employees, except to the extent such losses are caused by the gross negligence or willful misconduct of the Town of Allenstown.
- 4.2 **Town of Allenstown Indemnification** - The Town of Allenstown, the “Indemnitor”, shall defend, indemnify and hold harmless the Allenstown School District, and its officials and employees from and against any and all losses incurred by the Allenstown School District arising out of or relating to the Tow of Allenstown’s negligence or breach of its obligations or warranties set forth in the Agreement or the negligence of its employees, except to the extent such losses are caused by the gross negligence or willful misconduct of the Allenstown School District.
- 4.3 **Town of Allenstown to be Named as Additional Insured** - The Town of Allenstown shall be named as an “Additional Insured” and “Certificate Holder” on a Certificate of Insurance (that references the Indemnity Agreement) issued by the insurance carrier for the ~~Town of Allenstown~~ Allenstown School District. A copy of such Certificate shall be furnished to the ~~Allenstown School District~~ Town of Allenstown[AT2].

Section 5 - Miscellaneous Provisions

- 5.1 No Waiver of any provision of this Agreement shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing wavier. No waiver shall be binding unless executed in writing by an authorized representative of the party making the waiver.
- 5.2 This Agreement shall be governed by and shall be construed in accordance with the laws of the State of New Hampshire.
- 5.3 This agreement constitutes the entire agreement between the parties pertaining to its subject matter and it supersedes all prior contemporaneous agreements, representations and understandings of the parties. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing by all parties.

Section 6 - Additional Responsibilities of the SRO

The SRO shall:

- 6.1 Serve as the District’s Truancy Officer and assist the District’s administration with all matters related to student truancy; contingent upon the School Board appointing the SRO by name as the

truant officer in accordance with the provisions of RSA 189:34 and 35. The SRO will carry out the duties of truant officer as proscribed by RSA 189:36[AT3].

- 6.2 Serve as a mentor to 8-10 middle school students;
- 6.3 Attend training for CPI[AT4] at the cost of the School District;
- 6.4 Coordinate the building and the district Emergency Operations Plan including all emergency operations practice drills; schedule drills;
- 6.5 Provide athe DARE program to both ARD and AES;
- 6.6 Review and understand the school security assessments;
- 6.7 Provide coverage for lunch or recess duty where he/she can be in greater contact with students;
- 6.8 Assist with Drop off and Pick up traffic control in front of either/both schools;
- 6.9 Provide assistance with the school district's family coordinator duties and responsibilities;
- 6.10 The school board or principals will notify the Chief of Police and SRO within twenty four hours when they need the SRO to change his regular daily schedule to Aattend school events such as school dances, school parades, graduation ceremonies and field trips, when requested by administration, to provide security and oversight; The Chief of Police will give the School Board a one week notice when the SRO needs to attend any required training to maintain his/her police certification.
- 6.11 ~~Attend~~ The school board will notify the Chief of Police within twenty hours when they would like the SRO to attend school board meetings to provide program progress reports and/or updates when requested by the Superintendent or the Allentown School Board; and
- 6.12 All other reasonable and customary duties as agreed to between the School Administration and the Chief of Police.