

CONTRACT FOR SERVICES-SCHOOL RESOURCE OFFICER PROGRAM

This agreement executed on this 31st day of August 2015, but agreed to be effective from and after August 31st, 2015, 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 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 SRO 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 Program in its various components to the students in grades 5 through 7 of the Allenstown School District in accordance with the curriculum of DARE America. The District agrees to make allowances in its scheduling of classes to allow the DARE Program to be presented in accordance with the provisions of the DARE America Curriculum. Additionally, at the request and direction of the School District the SRO will provide other educational programs, such as bicycle safety and others that fit appropriately into the school districts curriculum.
- 1.2 LENGTH OF AGREEMENT** – Beginning August 131st, 2015 and continuing until June 30th, 2018, unless earlier terminated in accordance with this Agreement.
- 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 with the 2015-16 school year, the SRO will work 40 weeks each school year beginning the week prior to the first week that school is in session (approximately the end of August) and ending the week after the last week that school is in session (approximately middle of June). The officer will be assigned to the school district for 40 hours per week at times that are agreed upon by the school principal and the chief of police. This officer will not be re-assigned to other law enforcement duties during this time period except temporarily for disasters or emergency law enforcement incidents. To clarify further the SRO will not be reassigned to cover shortfalls in town police coverage due to staffing shortages as an example. The SRO will be assigned to the police department during the summer weeks when school is not in session.

Subject to the approval of both parties, the SRO may begin work during the spring of 2015 on a schedule to be mutually agreed upon so the officer can be trained by the current SRO. The District will reimburse the Town for the salary and benefits of the SRO on a prorated basis for the hours worked by the SRO in the District. Starting August 15th, 2015 the SRO will work 10 weeks during the summer months for the police department.

- 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. If the parties are unable to agree upon the designation of an alternative SRO, either party may terminate this agreement in accordance with section 3.3 below.
- 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 in the Standard Operating Procedures of the Allenstown Police Department. The SRO will continue to operate under the command structure of the police department. Additionally the SRO will continue to conform to the policies and procedures of the Town of Allenstown to the extent they exist. The SRO will comply with the policies and procedures of the Allenstown School District as long as they are not in conflict with the policies/procedures of the Allenstown Police Department or the Town of Allenstown. Conflicts of policy will be managed/resolved by the school principal and the Chief of Police.
- 1.6 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 cost of providing the SRO will be the responsibility of the Allenstown School District during the school year. These costs include all salary, fringe benefits as set or incurred by the Town of Allenstown during this 40 week period during each school budget year. Additionally the School District would fund 80% of the officer's vacation time and the Town would fund the remaining 20%. The current salary and fringe benefits are set forth on Exhibit A attached hereto. The Town will provide the District with notice of any change to the salary and fringe benefit costs by October 31 of the year prior to the District's fiscal year during which the change would take effect (i.e. by October 31, 2015 for a change to take effect on January 1, 2016). The Town of Allenstown will be responsible for the cost of training, equipment and uniforms.
- 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 other agreed upon withholdings. The District agrees to reimburse the Town on a quarterly basis for the agreed upon salary and fringe benefit expenses 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 and budgeted, and sufficient funds are not otherwise made available in any budget year for the SRO the District will immediately notify the Town in writing and may elect to terminate this Agreement effective the start of fiscal 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 **sixty (60)** days, the District may elect to terminate this Agreement upon **thirty (30)** days notice.
- 3.3 UNAVAILABILITY OF OFFICER** – In the event that the designated SRO is no longer available to serve in that capacity, the Town, with the District’s approval may designate an alternative officer to serve as the SRO. If the Town fails 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 Town of Allenstown’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 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 Allenstown School District. A copy of such Certificate shall be furnished to the Town of Allenstown.

The Allenstown School District 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. A copy of such Certificate shall be furnished to the Allenstown School District.

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 waiver. No waiver shall be binding unless executed in writing by 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.

WITNESS OUR SIGNATURES this the 31st day of August, 2015

TOWN OF ALLENSTOWN

Jeff Gryval, Chairman

Jason Tardiff, Selectmen

Kate Walker, Selectmen

ALLENSTOWN SCHOOL DISTRICT

Thomas Irzyk, Chairman

Carl Schaefer, School Board

Thomas Gilligan, School Board

Jody Moore, School Board

Kris Raymond, School Board