

**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, 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. 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, unless terminated in accordance with this Agreement. The School Board represents that it intends to include funding for the SRO in its operating budgets for the 2017-18 and 2018-19 school years at the projected rates provided by the Town of Allenstown by November 1 of the prior school year. It is understood, however, that all funding is subject to approval by the 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, provided that the School District will not be billed for hours that the SRO performs services for the Town.

- 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 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. 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.

The Town of Allenstown will be responsible for the cost of providing the SRO with all necessary training, equipment, and uniforms.

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 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

Non-Appropriation of Funds - In the event that no funds or insufficient funds are appropriated by the District for the SRO position in any budget year, and sufficient funds are not otherwise made available in any such budget year, the District will immediately notify the Town, in writing, and may elect to terminate this Agreement effective the start of the budget year for which there is insufficient appropriation.

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 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, and/or the DARE schedule, and violation of any school District policies as they apply to school district staff.

3.1 **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 days, the Town, with the District's approval, shall 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 Town 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 **Allenstown School District to be Named as Additional Insured** - 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 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

- 6.2 Serve as a mentor to 8-10 middle school students;
- 6.3 Attend training for CPI 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 the 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 Attend school events such as school dances, school parades, graduation ceremonies and field trips, to provide security and oversight, when requested by administration upon at least twenty-four hours' notice to the Chief of Police and the SRO.
- 6.11 Attend School Board meetings to provide program progress reports and/or updates when requested by the Superintendent or the Allenstown School Board upon at least twenty-four hours' notice to the Chief of Police and the SRO.
- 6.12 Complete and submit incident reports to the School Administration within one school day of any incident.
- 6.13 All other reasonable and customary duties as agreed to between the School Administration and the Chief of Police.