

School Resource Officer Agreement

AGREEMENT is updated this **1st day of January, 2024**, by and between the SEABROOK SCHOOL DISTRICT and the SEABROOK POLICE DEPARTMENT as follows:

WITNESS

Whereas the Seabrook School District agrees to purchase from the Seabrook Police Department and the Seabrook Police Department agrees to provide for the Seabrook School District and to manage a School Resource Officer (SRO) Program in the Seabrook School District consisting of a full time School Resource Officer, supplies and equipment and the Seabrook School District agrees to reimburse the Seabrook Police Department for its expense in providing the SRO (salary, and school supplies) and

Whereas the Seabrook School District and the Seabrook Police Department desire to set forth in the SRO Agreement the specific terms and conditions of the services to be performed and provided by the said SRO at Seabrook Schools, and

Whereas, the District has installed security cameras within the Schools at locations and with the viewing ranges of its choosing.

NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

1. **Goals and Objectives-** It is understood and agreed that the Seabrook School District and the Seabrook Police Department officials share the following goals and objectives with regard to the School Resource Officer (SRO) Program in the schools.
 - 1.1. To foster the educational programs and activities that will increase student's knowledge of and respect for the law and the function of law enforcement agencies;
 - 1.2. To have the SRO attend extracurricular activities held at schools; in cases where the SRO attends activities off campus, Seabrook PD will provide coverage as agreed to.
 - 1.3. To act swiftly and cooperatively when responding to major disruptions and flagrant criminal offenses at school, including violations of the NH Criminal Code or the NH Controlled Drug Act. The SRO will provide assistance to school officials in the enforcement of Seabrook School District policies regarding the possession of firearms and other prohibited weapons on school property.
 - 1.4. To report serious crimes that occur on campus and to cooperate with the law enforcement officials in the investigation of crimes that occur at school;
2. **Employment and Assignment of School Resource Officers**
 - 2.1. Seabrook Police Department agrees to employ a School Resource Officer (SRO) during the term of this agreement. The SRO shall be an employee of the Seabrook Police Department and shall be subject to the administration, supervision and control of the Seabrook Police Department.
3. **School Resource Officer Agreement**
 - 3.1. The Seabrook Police Department agrees to provide and to pay the SRO's employment benefits in accordance with the applicable salary schedules and employment practices of the Seabrook Police Department. The SRO shall be subject to all other personnel policies and practices of the Seabrook Police Department except as such policies or practices may have to be modified to comply with the terms and conditions of this agreement.
 - 3.2. The Seabrook Police Department shall have the power and authority to hire, discharge and discipline the SRO.

- 3.3. The SRO shall be assigned by the Seabrook Police Department to the Seabrook School District.
- 3.4. In the event an SRO is absent from work, the SRO shall notify both his/her supervisor in the Seabrook Police Department and the Administration of the Seabrook School District. The Seabrook Police Department agrees to assign a substitute officer to assume and perform the safety and security duties of the SRO who is absent from work, if possible.

4. **Duty Hours**

- 4.1. The SRO shall be on duty at the Seabrook School District from 7AM to 3PM unless modified by the mutual agreement between the Seabrook Police Department and Seabrook School District. During that time period they shall be allowed a half hour for lunch. The SRO shall coordinate police coverage for safety and security for after school events and activities as identified by Seabrook School Principals or their designee(s).
- 4.2. It is understood and agreed that time spent by the SRO attending court juvenile and/or criminal cases arising from and/or out of their employment as an SRO shall be considered as hours worked under the agreement.
- 4.3. The SRO may be ordered by the Seabrook Police Department to leave the Seabrook duty station during normal duty hours as described above and to perform other services for the Seabrook Police Department.

5. **Duties of School Resource Officer**

- 5.1. To protect lives and property of the citizens and public-school students of Seabrook;
- 5.2. To enforce State and Local criminal laws and ordinances, and to assist school officials with the enforcement of School Board Policies and Administrative Regulations regarding student conduct;
- 5.3. To investigate criminal activity committed on school property;
- 5.4. To counsel public school students in special situations, such as students suspected of engaging in criminal misconduct, when requested by the Principal or the Principal's designee or by the parents of a student, provided that if the request is made by the parent(s)/guardian(s) that at least one parent/guardian is present during the interaction with the SRO.
- 5.5. To answer questions that students may have about New Hampshire Criminal or Juvenile laws.

6. **Chain of Command**

- 6.1. As an employee of the Seabrook Police Department, the SRO shall follow the chain of command as set forth in the Seabrook Police Department Policies and Procedures manual.
- 6.2. The Seabrook School District also may provide training in School Board Policies, regulations and procedures.

7. **Dress Code-** The SRO shall dress according to Seabrook PD policy.

8. **Supplies and Equipment-** The Seabrook Police Department agrees to provide the SRO with the necessary equipment to perform SRO duties. The Seabrook School District agrees to provide the SRO with school supplies normal for classroom instruction.

9. **Transporting Students-** Generally, the SRO will be provided with a police vehicle, but will not normally transport students, except in an emergency as determined by the Seabrook Police Department. If a student needs police transportation, the SRO will make such arrangements with the Seabrook Police Dispatch Center. The SRO shall notify school administration before removing a student from campus.

10. **Investigation, Interview, Search and Arrest Procedures**

10.1. Search Procedures- If the school has reasonable grounds for suspecting that a search of a student or a student's possessions will uncover evidence that the student has violated or is violating either the law or the rules of the school, the school official may search the student and the student's pockets, purse, book bag, desk, locker, vehicle or any other similar location within the student's control. When requested by school officials, the SRO shall assist with the search in order to protect the safety of all persons involved in the search by observation. If the search uncovers evidence of criminal misconduct, the evidence may be held for or turned over to the SRO.

10.2. Reporting of Crimes- If the investigation uncovers evidence of an act of theft, destruction, or violence as defined in RSA 193D, the school official shall notify the SRO, the student's parent/guardian and the superintendent. Should DCYF be notified as part of this investigation, the Seabrook Police Department will also be notified.

11. **Access to Educational Records-** School officials shall allow the SRO to inspect and copy any public records maintained by the school including student directory information such as yearbooks. However, law enforcement officials may not inspect and/or copy confidential student education records except as permitted by school administration.

12. **Viewing Operations-** It is understood that the Seabrook Police and other authorized law enforcement and emergency personnel may view the security cameras located at the above mentioned School facilities only for the following reasons:

12.1. Any safety emergency defined as an articulable and significant threat where police response is necessary to keep students, staff, or others from harm, attack or injury;

12.2. Periodic testing of the equipment and camera locations at times that School is not in session and a log of dates and personnel conducting such testing shall be maintained by Seabrook Police Department Dispatch; or

12.3. At any time with the written consent of the Seabrook Police and District.

12.4. Seabrook Police are authorized to access the viewing system from the police station or from a properly equipped police cruiser when the viewer has valid access to the system and a valid reason for so viewing.

12.5. The viewing system shall only be remotely accessed by those police officers who qualify for such use as determined by written policy of Seabrook Police, utilize the system consistent with this Agreement and that policy, and have a current and valid password enabling access to the system.

12.6. Images/sounds that are viewed by Seabrook Police shall not be recorded or preserved.

12.7. This Agreement does not require Seabrook Police to monitor the camera system, other than as specifically provided herein.

12.8. Seabrook Police shall adopt a policy to implement this Agreement which should include at a minimum that: (1) access to or use of the District's video monitoring system will only occur when responding to "safety emergencies" on school property and the system will not be accessed during routine non-emergency calls and other police business at the Schools or at any other time; (2) unauthorized access to the School video system is prohibited; (3) a log of all Police Department

access will be maintained that states the date, time, camera location and reason for access and the District will be allowed to review the log on request; (4) the Police Department will not under any circumstances make or allow others to make any recording while using the District's video monitoring system except in real time safety emergency situations for the purpose of transferring an image to identify a suspect or location.

12.9. Cost- All parties are responsible for the cost of their own equipment which is used pursuant to this Agreement. The District owns the recordings.

13. **Term of Agreement-** The term of this agreement is one year commencing on **January 1st, 2024** and ending on **January 1st, 2025**. This agreement shall be renewed and extended annually for additional and successive one (1) year terms unless notice of non-renewal is given by either party, in writing, sixty (60) days prior to the end of the contract.

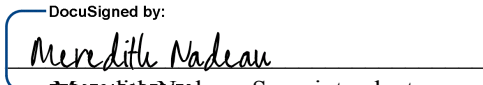
14. **Consideration**

14.1. For and in consideration of the Seabrook Police Department providing the SRO Program as described herein, the Seabrook School District agrees to proportionally reimburse the Seabrook Police Department for the salary of the SRO.

15. **Insurance and Indemnification**

15.1. The Seabrook Police Department shall purchase and maintain in full force and effect during the term of this agreement a general comprehensive liability insurance. A copy of the certificate of insurance shall be supplied to the Seabrook School District.

IN WITNESS WHEREOF, the parties hereto have caused the Operation's Agreement to be executed the day and year first written above.

BY:  _____
Meredith Nadeau, Superintendent
School Administrative Unit #21
mnadeau@sau21.org

1/11/2024

Date

BY:  _____
Brett Walker, Chief
Seabrook Police Department
walker@seabrookpd.com

1/11/2024

Date