

SCHOOL ADMINISTRATIVE UNIT 73 & GILFORD POLICE DEPARTMENT
MEMORANDUM OF UNDERSTANDING

PURPOSE:

The purpose for School Administrative Unit 73 (hereinafter SAU 73) and the Gilford Police Department (hereinafter GPD) to enter into this Memorandum of Understanding (MOU) is to comply with the School Resource Officer (SRO) legal requirements of RSA 186:11:XXXVII (*Duties of State Board of Education*) and RSA 193-D (*Safe School Zones*). Additionally, this MOU will assist in fostering closer school and community relationships, further strengthening the partnership between the two entities, and establishing guidelines to ensure the shared understanding of the roles and responsibilities of each in maintaining safe schools, improving school climate, and supporting educational opportunities for all students.

The components of a safe school environment include educating those working in or attending schools, conducting safety and security assessments, and working collaboratively, by way of a thoughtful and thorough response, in intervening swiftly to those who violate the law. The spirit of this MOU requires that both parties continue working closely together so that the greater good of the SAU community is served and that the goal of reducing justice system involvement by all students is achieved.

1.0. GOALS & OBJECTIVES:

It is understood and agreed upon that SAU 73 and GPD officials share the following goals and objectives regarding the SRO program.

1.1. To deter acts of violence, address threats to safety, and promote an atmosphere of safety and order for students, staff, and faculty through the use of school discipline and the enforcement of local, state and federal laws, as well as town ordinances.

1.2. To provide opportunities for educational programs and prevention activities found beneficial to promoting good citizenship, health, and welfare, that will grow student knowledge of the criminal justice system and other related topics, as well as increase respect for the law and law enforcement agency functions.

1.3. To establish and maintain collaborative and open communications among key school personnel (i.e., Administration, faculty, staff, SAU office personnel, etc.).

1.4. To support the SRO's efforts at being a positive role model for the purposes of cultivating constructive relationships and strengthening each student's understanding of good citizenship and accountability for their actions.

1.5. To foster and promote a positive understanding, attitude and approach toward the rule of law, a healthy lifestyle, and law enforcement.

1.6. To immediately respond to, mitigate, and resolve active and imminent threats to the safety and security of all schools by maintaining a visible police presence on campus, assessing threats to school security, reducing and eliminating such threats, and swiftly responding to any immediate threats and/or breaches of security.

1.7. To recognize the SAU as being primarily responsible for the administration of discipline and the maintaining of order within all schools.

1.8. To prevent, deter, and investigate crimes or attempted crimes on school campuses to include the possession and/or use of weapons; the illegal possession, sale and/or distribution of controlled substances, alcohol, and/or contraband; as well as other crimes and/or violations of law.

1.9. To address criminal activity and violations of law by students through the collaborative administration of school discipline and/or criminal justice system referral.

2.0. COOPERATIVE EFFORTS:

2.1. The presence of the SRO within schools is not intended to usurp the rights and responsibilities of principals (or designees) to enforce student conduct code rules and/or the administration of discipline.

2.2. By mutual agreement, the SAU and GPD acknowledge that not every criminal act or violation of law will be handled through the criminal justice system. There will be times when the administration of typical school discipline will be sufficient to address behaviors that may constitute crimes/violations.

2.3. The existence of any SAU or individual school policies, the student conduct code, and any related disciplinary processes is not intended to nor shall it usurp the mandates and responsibilities of the SRO as directed by GPD policies, State of New Hampshire laws, and/or NH Attorney General guidelines.

2.4. In deciding when to resort to possible criminal justice system processes in lieu of or in addition to school discipline, principals (or designees) and the SRO shall collaborate regarding the best path forward given particular situations.

3.0. SRO RESPONSIBILITIES & DUTIES

3.1. GPD will assign a full-time SRO to the SAU. The SRO is a sworn GPD Police Officer assigned to the SAU for the purposes of providing law enforcement expertise and resources to assist school personnel with maintaining safety, order, and discipline within all schools. The SRO will be considered an active member of the SAU school community, and will serve by way of this MOU between the SAU and GPD.

3.2. The SRO's schedule will be determined by GPD but will generally be during the school day to include peak student arrival and departure times both before and after school. Whenever possible, the SRO will be visible patrolling the interior and exterior of all schools and school grounds, particularly during school openings and closings and during lunch periods.

3.3. The SRO will notify the Superintendent and all school principals (or designees) when he/she will be absent due to emergencies, trainings, vacations, sickness, etc. The SRO will notify the GPD Communications Center when he/she arrives on and departs from school campuses.

3.4. The SRO will wear a standard uniform and carry all related GPD authorized and

issued equipment, and operate a marked police cruiser while on-duty unless otherwise authorized by GPD for specific purposes. An immediately recognizable SRO and police cruiser serves to provide a visible deterrent for criminal activities and reassurance to students and SAU personnel.

3.5. The SRO will assist with training SAU Administration in law enforcement-related matters and will work together in the sharing of information relative to crime trends and law changes relevant to schools. Other applicable information may be disseminated among the SRO and SAU Administration in order to assist in effectively establishing and maintaining safe school environments. The SRO should, as a matter of practice, be incorporated into applicable school committees and/or teams that address concerns/issues relative to threat assessments, behavioral interventions, safety and security and other related matters.

3.6. If mutually agreed upon between the SAU and GPD, the SRO may provide law enforcement, criminal justice, substance use/health, harm reduction, personal/Internet safety/security, and motor vehicle-related instruction to students for the purposes of enhancing their understanding of policing missions, as well as to promote student health, welfare, safety/security, and good citizenship. During such classroom instruction, faculty/staff shall remain in the room. The responding to incidents or conducting of investigations by the SRO will always take precedence over classroom instruction.

3.7. Programs, classes, speaking engagements, and/or visitations conducted in schools by other GPD members should be coordinated with the SRO in order to avoid redundant services and to ensure the equitable distribution of such programs and services.

3.8. The SRO is required to keep SAU Administration apprised of criminal and non-criminal situations encountered (to the extent allowable under the law), current crime trends, problem areas, or other areas of concern that have the potential for disruption in schools or within the Gilford/Gilmanton communities. The SRO will work in collaboration with SAU Administration and/or other police departments (if applicable) in developing plans to prevent and counteract such activities on school campuses.

3.9. The SRO will not be primarily responsible for the enforcement of administrative and school rules or regulation violations. However, the SRO should maintain familiarity with the SAU's Student Code of Conduct. Unless requested by SAU Administration, the SRO will not attend disciplinary meetings with students and/or parents.

3.10. The SRO will be responsible for maintaining custody of illegal substances and contraband pending its proper disposal in accordance with GPD policies and procedures.

3.11. Illegal; illicit controlled substances/drugs; other illegal/illicit items such as but not limited to weapons, dangerous and/or illegal articles/devices/instruments; items/instruments of destruction/harm; and any other items/instruments that may pose threats to public health and safety (including the fruits and or instrumentalities of crimes obtained or observed by school personnel) will be immediately surrendered or brought to the attention of the SRO (or another GPD member in the SRO's absence).

3.12. Information of any nature obtained or observed by SAU personnel in connection with their official SAU duties and responsibilities to include but not limited to digital information contained on mobile devices, displayed via social media applications or information obtained directly or indirectly from students or other persons that constitutes a crime under NH law or that

may impact life safety shall be provided to the SRO (or another GPD member in the SRO's absence) as soon as practical and/or in line with timeliness guidelines as outlined in RSA 193-D. SAU personnel shall only obtain the minimal facts and information necessary to determine whether information regarding crimes or potential crimes should be reported to the SRO (or another GPD member in the SRO's absence). SAU personnel shall not conduct inquiries beyond minimal facts in cases that involve crimes or potential or alleged criminal acts. Once information is developed regarding crimes, possible crimes or allegations of crimes by SAU personnel no further inquiries shall be made by them pending official investigations by the SRO/GPD except in exigent circumstances when it is necessary to protect persons from imminent serious bodily injury.

4.0. SRO SUPERVISION

4.1. The SRO shall abide by all GPD rules, regulations and policies and be familiar with any SAU handbook(s) pertaining to SAU policies and procedures. Should there be conflicts in such rules, regulations and/or policies the SRO will consult with his/her immediate supervisor. SAU Administration should contact the SRO's immediate supervisor for the purposes of reporting commendable performance and for discussing/reporting concerns/issues.

4.2. The SRO shall complete all applicable GPD reports, when applicable, in accordance with policies and procedures. Such reports shall be completed within required GPD timeframe parameters.

4.3. The SRO may be asked to cover Patrol duty shifts during times that schools are closed or days when students are not attending school.

4.4. The SRO's supervisor will encourage open lines of communication between SAU Administration and GPD. Additionally, he/she will meet/talk with school principals at least three times during each school year for the purposes of seeking input and feedback regarding the SRO program. If possible, an initial SRO supervisor/principal meeting should be held prior to the start of each school year and should be devoted to reviewing SAU and GPD expectations and clarifying any policies/procedures that might be in question. Second meetings should occur mid-year and involve evaluating the SRO's performance, as well as identifying and resolving any areas of concern.

4.5. Should the addition of subsequent SROs be considered, the SAU and GPD should work together and collaborate on the selection process for the purposes of discussing any special SAU concerns/needs and sharing any relevant information they may have.

5.0 SCHOOL PRINCIPAL RESPONSIBILITIES & DUTIES

5.1. It is the responsibility of SAU principals to facilitate effective communications between the SRO and other SAU personnel. Principals shall meet on a regular basis with the SRO.

5.2. SAU principals are responsible for immediately reporting to the SRO acts of theft, destruction, or violence as defined in NH RSA 193-D (*Safe School Zones*). In addition to RSA 193-D requirements, principals shall immediately report the following conduct to the SRO: any conduct involving firebombs, explosives or incendiary materials/devices, related hoaxes, or chemical bombs on school buses, property, or at school sponsored activities; as well as any

bomb threats or false threats made against school personnel or involving school property or buses.

5.3. In emergency situations, SAU Administration should notify the SRO (or another GPD member in the SRO's absence). Information not of an emergency nature may be held for later action by the SRO upon his/her return.

5.4. Any criminal enforcement action taken by the SRO that results in the charging of students with crimes will be supported by SAU personnel by their appearance in court, when necessary, for the purposes of providing relevant testimony to such cases.

5.5. SAU principals shall relinquish to the SRO (or another GPD member in the SRO's absence) all illegal substances and/or contraband as soon as discovered/seized.

5.6. SAU principals shall meet/talk with the SRO's immediate supervisor for the purposes of providing performance feedback in order to assist with the preparation of annual SRO evaluations.

6.0. STUDENT INVESTIGATIONS & QUESTIONING

6.1. When it becomes necessary for the SRO or any other law enforcement officer to interview students on school premises, SAU Administration should be contacted whenever practicable. Interviews will be conducted pursuant to NH laws and NH Attorney General guidelines.

7.0 ARREST PROCEDURES

7.1. The SRO is expected to be familiar with SAU policies, procedures, rules, and regulations along with their application with the schools. Routinely, rule infractions will be referred to and handled by school principals (or designees). Questions related to the enforcement of rules versus laws within schools should be discussed with principals, specifically when they apply to general standards of conduct.

7.2. Arrests of students or SAU personnel with petitions or warrants should be coordinated with SAU Administration and accomplished after school hours whenever practical. The SRO/GPD will strive to avoid arrests of students or SAU personnel on school property when schools are in session; however, both parties recognize that situations may occur when such actions are inevitable.

8.0 SEARCH & SEIZURE

8.1. SAU officials may conduct searches of students and/or their property (while under their jurisdiction) when reasonable suspicion exists that such searches will reveal evidence that students have violated or are violating NH laws or SAU rules and regulations. The standard for searches by SAU officials is reasonable suspicion.

8.2. The SRO should not become involved in SAU Administrative (school-related) searches unless specifically requested by SAU Administration for the security, protection, and/or

handling of contraband. Searches must be at the direction and control of SAU officials. At no time shall the SRO request that SAU Administrative searches be conducted for law enforcement purposes or have SAU Administrators act as his/her agent.

9.0 ADMINISTRATIVE HEARINGS

9.1. The SRO will attend SAU suspension and/or expulsion hearings at the request of SAU Administration. The SRO will be prepared to provide testimony regarding any actions taken by them and/or any personally observed conduct witnessed.

9.2. Pursuant to NH law and GPD policies and procedures, the SRO may provide GPD documents and/or juvenile records.

9.3. When subpoenas for official records, reports, or documents for Administrative school hearings are received by GPD, any action will be coordinated by the Police Chief (or designee), County Attorney, and School Board Attorney.

10.0 INFORMATION SHARING

10.1. Consistent with basic relationship tenets between SAU Administration and the SRO as described in this MOU, open communication is essential to the effectiveness of the SRO program. Therefore, the SAU and SRO should consistently exchange information with one another relative to matters relevant to both organizations, as well as student involvement in criminal activity when the safety of students and/or SAU personnel is at risk in and around school grounds.

10.2. SAU and GPD Administration, when applicable, should confer with one another prior to the release of any shared law enforcement information.

10.3. Pursuant to NH law and GPD policies and procedures, the SRO may provide GPD documents and/or juvenile records.

11.0 EQUIPMENT

11.1. Whenever practicable, the SAU should provide the SRO with an office (in each school, if feasible) equipped with adequate work, storage, and meeting space. Additionally, offices should be equipped with computers (supplied by the SAU or GPD as agreed upon), which will allow the SRO to have access to school databases, security cameras, and email system.

11.2. Whenever practicable, the SAU should authorize the SRO/GPD Communications Center access to SAU video surveillance systems. The scope of such access is limited to emergency situations whereby informational knowledge is necessary to protect the health and/or safety of students, SAU personnel, and SAU visitors. When and if necessary, the SRO/GPD will be allowed to obtain copies of surveillance recordings for evidentiary, investigative, and/or security purposes.

12.0 CONCLUSION

12.1. This MOU represents mutually agreed upon SRO and GPD goals and objectives for the SRO program.

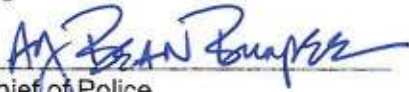
12.2. The collaborative SAU and GPD SRO program endeavor is a partnership between education and law enforcement for the purposes of supporting a multi-faceted approach to the prevention of and intervening in crime and for providing more security and safety to SAU students, personnel, and school visitors. Ongoing, regular meetings shall be conducted between the SAU and GPD in order to support this partnership.

12.3. This MOU may be terminated without cause by either party upon 30-days prior written notice to the other party. The MOU shall be reviewed annually and amended, as necessary, in order to meet the needs of both signatory agencies.

12.4. This MOU shall not be construed to create or substantiate any rights or claims on the part of any persons or entities not party hereto.

12.5. The cost of the SRO program will be as agreed upon by the SAU and GPD.

Signed:



Chief of Police



SAU 73 Superintendent

08.25.21
Date

8/24/21
Date