

Memorandum of Understanding

Between Town of Newport and Newport School District

1.0. Goals and Objectives

It is understood and agreed that the Newport School District and the Newport Police Department officials share the following goals and objectives regarding the School Resource Officer (SRO) program in the schools.

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

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

1.3. Establish and maintain collaborative and open communications among key school personnel, i.e. administration, staff, central office.

1.4. To support the SRO's efforts as a positive role model in cultivating positive 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 the school 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 or breaches of security.

1.7. To recognize the school district as primarily responsible for the administration of discipline and maintaining order within the schools.

1.8. To prevent, deter, and investigate crime or attempted crime on the school campus including the possession and/or use of weapons on campus, the illegal possession, sale and/or distribution of controlled substances, alcohol, contraband and 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 referral to the criminal justice system.

2.0. Cooperative Efforts

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2.1. The presence of the SRO at the school is not intended to usurp the rights and responsibilities of the principal or designee to enforce the rules of the student conduct code and/or to administer discipline in the school.

2.2. By mutual agreement, the parties 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 school or school district policies, the student conduct code and any related disciplinary process is not intended to nor shall it usurp the mandates and responsibilities of the SRO as directed by the policies of the Newport Police Department and/or the laws of the State of New Hampshire or Attorney General Guidelines.

2.4. In deciding when to resort to the criminal justice system in lieu of, or in addition to school discipline, the principal or their designee and the SRO shall collaborate about the best path forward in a particular situation.

3.0. Responsibilities and Duties of School Resource Officers

3.1. The Newport Police Department will assign a full-time SRO to the Newport School District. The SRO is a sworn Newport Police Officer assigned to provide the law enforcement expertise and resources to assist school staff in maintaining safety, order, and discipline within their assigned schools. The SRO will be considered an active member of the School community. The SRO will serve by mutual agreement of the school district and the police department.

3.2. The SRO's schedule will be determined by the SRO's supervisor, but will generally be during the school day including peak arrival and departure times before and after school. Whenever possible, the SRO will be visible patrolling the interior and exterior of the school grounds, particularly during the opening and closing of School and during the lunch periods.

3.3. The police department will notify the principal or their designee of the SRO's assigned school when they will be absent from the campus. The SRO should also notify the police department when they leave the school campus.

3.4. The SRO will wear a standard uniform and carry all related authorized and issued police equipment and operate a marked police cruiser while on duty unless otherwise authorized by a police supervisor for a specific purpose. The SRO and cruiser provides a visible deterrent for criminal activities and provide reassurance to students

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and staff.

3.5. The SRO will assist **in training school administrators as deemed appropriate by the Superintendent and Chief of Police** ~~with training the school administrators in law enforcement related matters~~. They will also share information about crime trends and changes in laws relevant to schools. Information may be disseminated to the school administration to assist them in effectively establishing and maintaining a safe school environment. The SRO will be incorporated into each applicable school committee and team, to include such committee or team that addresses threat assessment, Behavioral Intervention, safety and security and/or it's equal.

The reason for this change is technically school administrators need training in many areas that are not necessarily "law enforcement matters."

3.6. By mutual agreement between parties, SROs may provide law enforcement, criminal justice, substance use/health, harm reduction, personal safety/security and motor vehicle related instruction that will enhance the student's understanding of the police mission as well as student health, welfare, safety/security and promote good citizenship. During any classroom instruction time a teacher shall remain in the room. Responding to incidents or conducting investigations will always take precedence over instructing in the classroom.

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

3.8. SROs are required to keep the school administration apprised of criminal, to the extent allowable under the law, and non-criminal situations encountered, current crime trends, problem areas, or other areas of concern, which have potential for disruption in the school or within the community. The SRO will work in conjunction with the school administration and/or other police departments and schools, if regional, in developing plans to prevent and counteract such activities at the school.

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

3.10. The SRO will be responsible for maintaining custody of illegal substances and/or contraband pending proper disposal in accordance with police department regulations **and the student disciplinary process**.

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The reason for this language is to ensure evidence is not destroyed if the district is involved in a legal appeal over a student expulsion (can take years).

3.11. Illegal, illicit controlled substances/drugs or other illegal/illicit items such as but not limited to weapons, dangerous and or illegal devices, instruments articles, items or instruments of destruction or harm or that poses or may pose a threat to public health and safety including the fruits and or instrumentalities of a crime obtained or observed by school staff will be immediately surrendered to or brought to the attention of an SRO or other Newport Police Department official.

3.12. Information of any nature obtained or observed by school staff in connection with their official school duties and responsibilities as employees of the **Newport** School District including but not limited to digital information contained on a mobile device, displayed via any social media application or information obtained directly or indirectly from a student or other person that constitutes a crime under NH law or that may impact life safety shall be provided to an SRO or other appropriate **Newport** Police Department official **in accordance with state and/or federal law as soon as practical**. School staff shall **initially** only obtain the minimal facts and information necessary to determine whether information regarding a crime or potential crime should be reported to an SRO or other **Newport** Police Department official. School staff shall not conduct inquiries **into the criminal matter except to extend the alleged student misconduct also amounts to violations of school rules and regulations beyond minimal facts in cases that involve a crime or potential or alleged criminal acts**. Once information is developed regarding a crime or possible crime, **school staff will work collaboratively with the Police Department in a response plan. Except in exigent circumstances, the District and the Police Department shall discuss student misconduct matters before action is taken or an allegation of a crime is developed by school staff no further inquiry shall be made by school staff pending an official investigation by the <BLANK> Police Department except in exigent circumstances when it is necessary to protect a person from imminent serious bodily injury.**

The reasons for these changes are that the District cannot undertake searches on behalf of the PD using the lower standard of reasonable suspicion. See also Section 8.1. Police need a warrant to search a phone etc. The Police would be well advised to tell us to preserve the evidence while they get a warrant to avoid evidentiary issues in the criminal matter. I have had several cases where this is exactly what we did and there were no evidentiary issues. Also, we need to conduct our own inquiry into violations of school rules so that we can provide due process to student we have suspended or need to suspend/expel. We also have a duty to protect other students that we cannot discharge if we are required to sit on our hands while the police investigate.

4.0. Supervision of SRO

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4.1. SRO's shall abide by the rules, regulations and policies of their respective police department and be familiar with any school handbook(s) pertaining to school policies. Should conflicts in these rules, regulations and policies occur the SRO will consult with a police supervisor. School administration should contact the SRO Supervisor to report commendable performance, discuss issues or report concerns involving SRO's.

4.2 SROs shall complete and file Newport Police Department incident reports, offense reports, arrest reports and/or accident reports consistent with Newport Police Department policy and procedure. When SROs complete an incident report it will be filed with their supervisor by the following business day.

4.3 SROs may be asked to cover regular duty shifts during times that school is closed and/or on days when students are not attending school.

4.4 The SRO Supervisor should encourage open lines of communication between the school(s) and the Police Department. The SRO Supervisor should meet with the school principal(s) at least three times during each school year. If possible, the initial SRO supervisor/principal meeting should be held prior to the start of the school year and be devoted to reviewing school/Police Department expectations and clarifying any policies/procedures that might be in question. The second meeting should occur mid-year and involve evaluating the SRO's performance as well as identifying and resolving of any concerns.

4.5 The ~~Superintendent principal~~ and Police Department will collaborate while selecting a new SRO to discuss any special needs or concerns at their school. ~~Principals should share any relevant information they may have.~~ **The Superintendent shall approve the appointment of any SRO, the approval shall not be unreasonably withheld.**

The reason for this change is that not every law enforcement officer makes a good SRO.

5.0 Responsibilities and Duties of School Principal

5.1 It is the responsibility of the principal to facilitate effective communications between the SRO and the school staff. The principal of the school shall meet on a regular basis with the assigned SRO.

5.2 The principal is responsible for immediately reporting to the SRO; acts of theft, destruction, or violence as defined in New Hampshire R.S.A. 193-D entitled "Safe School Zones." In addition to the requirements of 193-D, the principal shall immediately report the following conduct to the SRO; any conduct involving firebombs, explosive or incendiary materials or devices, hoax or otherwise, or chemical bombs on a school bus, on school property, or at a school sponsored activity; any threats or false threats

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to bomb made against school personnel or involving school property and/or school buses.

5.3 In an emergency situation, the school should notify the SRO or call the Police Department if the SRO is not available. Information that is not of an emergency nature may be held for action by the SRO upon his or her return to duty.

5.4 Any criminal enforcement action taken by the SRO which results in the charging of a student with a crime will be supported by the principal and/or school employees by their appearance in court when necessary to provide testimony relevant to the case.

5.5 The principal shall relinquish to a police representative all illegal substances and/or contraband as soon as discovered/seized.

5.6 The principal shall meet with the SRO Supervisor and the school shall provide information to the SRO Supervisor to assist in preparing for the annual evaluation of the SRO's performance.

5.7 Principals are encouraged to consult with the SRO Supervisor prior to the selection of a new SRO to share any relevant information on the needs or concerns of the school. **The Superintendent shall approve the appointment of any SRO, the approval shall not be unreasonably withheld.**

The reason for this change is that not every law enforcement officer makes a good SRO.

6.0. Investigation and Questioning of Students

6.1. When it becomes necessary for an SRO or any other law enforcement officer to interview a student on school premises, the principal (or designee) should be contacted whenever practicable. The interview will be conducted pursuant to state law and attorney general guidelines.

7.0 Arrest Procedures

7.1 SROs are expected to be familiar with school rules and their application with the school. Routinely, rule infractions will not be handled as violations of law, but instead referred to the principal (or designee) for action. Any questions related to the enforcement of rules versus laws within the school should be discussed with the principal. This specifically applies to general standards of conduct.

7.2 The arrest of a student or employee of the school with a warrant or petition

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should be coordinated with the principal and accomplished after school hours, whenever practical. The Newport Police Department will strive to avoid the arrest of any student or staff on school property when school is in session; however, both parties recognize situations may occur when the arrest of a student or school employee must occur on school property while school is in session.

8.0 Search and Seizure

8.1 School officials may conduct searches of student's property and person under their jurisdiction when reasonable suspicion exists that the search will reveal evidence that the student has violated or is violating either the law or the rules of the school. The standard for the search is reasonable suspicion.

8.2 The SRO should not become involved in administrative (school related) searches unless specifically requested by the school for security, protection, or handling of contraband. These searches must be at the direction and control of the school official. At no time shall the SRO request an administrative search be conducted for law enforcement purposes or have the administrator act as his/her agent.

9.0 Administrative Hearings

9.1 The SRO will attend suspension and/or expulsion hearings upon request of the school principal. He/she will be prepared to provide testimony on any actions that were taken by the officer and any personally observed conduct witnessed by the officer.

9.2 The SRO shall provide police department documents and juvenile records pursuant to department policy and state law.

9.3 When a subpoena for official records, reports, or documents for an administrative school hearing, is received by the Police Department, any action will be coordinated by the office of the Police Chief, the County Attorney, and the School Board Attorney.

10.0 Sharing Information

10.1 Consistent with the basic tenets of the relationship between the school principal and the SRO described in this Memorandum of Understanding, open communication is essential to effectiveness. SROs should exchange information with the school principal regarding students' involvement in criminal activity when the safety of any students and/or staff is at risk in and around the

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school. This may be limited to that which relates to and contributes to the safety of the school and/or the community in which they serve.

10.2 The school should confer with the police department prior to their release of any shared police information.

10.3 The SRO shall provide police department documents and juvenile records pursuant to department policy and state law.

11.0 Equipment

11.1 Whenever practicable, the School should provide an office with adequate work and storage space for the SRO's materials and personal effects. The space should include an area which is sufficient for him/her to meet with students, parents, and/or school staff/administrators. Additionally, the School should provide a computer for the SRO to utilize in order to access school databases, security cameras, and the email system.

11.2 Whenever practicable, possible the Newport School District should authorize access of video surveillance systems inside the school district to the <BLANK> Police Department and the Newport Communications Center. The scope of access will be limited to emergency situations - if knowledge of the information is necessary to protect the health or safety of the student or other individuals.

11.2.1 Whenever practicable, the School District should authorize access of video surveillance systems inside the school district to the Police Department. The access will allow the SRO to monitor activity within the school for security and investigative purposes. The SRO should be allowed to make copies of any videos for security, investigative and for evidentiary purposes as allowed by law.

12.0 Conclusion

12.1 This policy represents mutually agreed upon goals and objectives of the Newport Police Department and the Newport School district for the School Resource Officer Program.

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12.2 This endeavor is a partnership between education and law enforcement to support a collaborative multi-faceted approach to prevent crime and to intervene in the acts of such in schools as well as provide more security and safety to both students and staff. Regular meetings shall be conducted between the Police Department and School Officials to support this partnership.

12.3 This agreement may be terminated without cause by either party upon 30 days prior written notice to the other party. It shall be reviewed annually and amended as necessary to meet the needs of the signatory agencies.

12.4 This Memorandum of Understanding shall not be construed to create or substantiate any right or claim on the part of any person or entity, which is not party hereto.

12.5 The cost of the School Resource Officer will be as agreed upon by the School District and the Police Department.

Signed:

Chief of Police

Superintendent of Schools

Date

Date