

CRAWFORD SRO AGREEMENT 2023-24

This agreement, made and dated the day of , 2023, is between the Town of Crawford, a municipal corporation in Orange County, with offices at 121 Route 302, Crawford, New York 12566, hereinafter referred to as the TOWN, and the Pine Bush Central School District, a school district in Orange County, with offices at 156 Route 302, Pine Bush, New York 12566, hereinafter referred to as the DISTRICT.

WHEREAS, the TOWN and the DISTRICT have agreed to affiliate for the purpose of the facilitation and the carrying out of the School Resource Officer program, and

WHEREAS, this agreement is made pursuant to General Municipal Law, Article 5G, and .

WHEREAS, it is in the best interest of the DISTRICT to obtain the services of police officers of the TOWN to serve as "School Resource Officers" (SROs), in the DISTRICT's Pine Bush High School, Crispell Middle School, EJ Russell Elementary School and Pine Bush Elementary School during the school year period.

NOW, THEREFORE, in mutual consideration of the mutual covenants, promises, representations, conditions, contained herein, the parties hereto agree as follows:

1. The TOWN hereby agrees to fill four (4) SRO positions for the DISTRICT's use from September 1, 2023 to August 15, 2024. The SROs shall be assigned to the Pine Bush High School, Crispell Middle School, EJ Russell Elementary School and Pine Bush Elementary School and shall perform such duties, on a daily basis, while the buildings are occupied (184 days) during the 2023-2024 school year during regular school hours, as requested, trained for and mutually agreed upon between the parties. The TOWN further agrees to provide a marked police car at each school during the time an SRO is assigned to that school except for bona fide Town of Crawford emergency situations.
2. It is understood that in order to make these officers affordable to the DISTRICT, Pine Bush High School will be staffed by one (1) full-time officer, but the other three schools will be staffed by officers who are employed on a part-time basis.

When an officer is unavailable for any reason, the TOWN will attempt to staff the position with a different available officer.

3. The DISTRICT shall remit payment to the TOWN for the services of the four (4) SROs assigned to the schools described in Paragraphs one (1) and two (2) at the rate of \$156,794 per annum (\$14,254 per month 11 Months) for the full-time officer at PBHS and \$39.85 per hour for each part-time SRO, with the understanding that each SRO shall be paid for an 8 hour day during the school year when students are present (180 days). It is further understood that these costs are inclusive of any tax, salary and/or benefits provided by the TOWN.
4. The TOWN shall submit an invoice to the DISTRICT on a monthly basis. Such invoice shall include the actual days or parts of days worked, and any other information necessary to effect payment. The DISTRICT shall forward payment of any undisputed amount within thirty (30) days of the receipt of the invoice. In the event any SRO is unable to perform the required duties at the subject schools or works less than the anticipated 8 hours, the amount remitted to the TOWN shall be pro-rated for the actual days / hours worked. The DISTRICT's shall be billed in eleven equal installments of \$800.00 as part of each month's invoice to cover associated costs, equipment, and training.
5. Any SRO assigned to the DISTRICT shall remain, at all times, an employee of the TOWN's Police Department, under the care, control and supervision of the TOWN's Chief of Police.
6. Notwithstanding the provisions of paragraph five (5) above, the SRO will endeavor to become an active member of the school communities in which he or she works, routinely interacting with the staff, students and parents, as appropriate. This will include a collaborative working relationship with our Director of Security, Alex Tremper, and any of our Security Aides who work in our secondary schools. While in the school, the SRO will be able to take direction from the building principal and Chief of Police and the SRO will meet with the principal at least weekly. The SRO will perform SRO duties and any other activities typically performed by the school district will remain a school district responsibility.

7. The Chief of Police and the Superintendent of schools as well as the Supervisor of the Town of Crawford will also meet at regular intervals mutually arranged throughout the year to monitor this service and to resolve any issues or concerns that arise from either side.
8. The DISTRICT warrants and represents that this Agreement is exclusively by and between the DISTRICT and the TOWN. The officers, employees, or agents of the TOWN shall not be employees of the DISTRICT for any purpose, including but not limited to, the application of the Fair Labor Standards Act, provisions related to minimum wage and overtime payments, the Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue code, the New York State Unemployment Insurance Law. The DISTRICT shall not be liable for obligations, if any; incurred by the TOWN for unpaid wages or overtime premiums but the District shall pay any additional time that is required for any school based incident where the SRO is used.
9. The DISTRICT acknowledges that in unique circumstances, the TOWN's Chief of Police may exercise his right to utilize and direct the services of the SRO to perform other police duties for the TOWN. Any such utilization of the SROs outside of their regular school assignment shall occur immediately upon notice, either verbal or in writing, to the DISTRICT, from the Office of the TOWN's Chief of Police, and the DISTRICT shall not be responsible for the payment of the SRO's salary for any such time when, at the direction of the TOWN's Chief of Police, the SRO is performing duties other than that of an SRO.
10. The TOWN shall indemnify the DISTRICT against any liability, loss or expense which may result from any negligent, discriminatory or illegal act of the TOWN or its officers, employees or agents for which the DISTRICT might otherwise be liable or sustain loss or expense, unless due to actions or omissions by the DISTRICT, its officers, employees or agents. The DISTRICT shall also indemnify the TOWN against any liability, loss or expense which may result from any negligent, discriminatory or illegal act of the DISTRICT or its officers, employees or agents for which the TOWN might otherwise be liable or sustain loss or expense, unless due to actions or omissions by the TOWN, its officers, employees or agents.

11. The Town shall purchase and maintain comprehensive General Liability Insurance, Police Professional Liability Insurance, Workers' Compensation Insurance, and an Umbrella Policy for the following limits:

General Liability:

Bodily Injury Liability and Property Damage Liability Insurance in an amount not less than ONE MILLION AND 00/100 DOLLARS (\$1,000,000) for each occurrence, and in an amount not less than TWO MILLION AND 00/100 DOLLARS (\$2,000,000) general aggregate.

Police Professional Liability Insurance:

In an amount not less than ONE MILLION AND 00/100 DOLLARS (\$1,000,000) for each occurrence and in an amount of not less than ONE MILLION AND 00/100 DOLLARS (\$1,000,000) general aggregate.

Workers' Compensation Insurance:

The TOWN shall take out and maintain during the life of this Agreement, Workers' Compensation (WC) Insurance, for all its employees employed at the DISTRICT and shall provide Certificates of Insurance evidencing this coverage to the DISTRICT. The TOWN will add a Waiver of Subrogation Endorsement on the Town's workers' compensation policy for the benefit of the DISTRICT.

Umbrella Insurance:

The TOWN will provide Umbrella Liability or Excess Liability Insurance in an amount not less than TWO MILLION AND 00/100 DOLLARS (\$2,000,000) going over General Liability and Police Professional Liability.

"Additional Insured" Status shall be granted to the District on the Commercial General Liability Policy, Police Professional, and Umbrella Policy. The Commercial General Liability Policy, Police Professional, and Umbrella Policy, shall be endorsed stating that this insurance shall be on a Primary and Non Contributory basis with Waiver of Subrogation. The Town will provide a certificate of insurance as evidence of the insurance requirements.

The district shall maintain the same policy as above with the exception of Workmen's Compensation Insurance and naming the TOWN as additional insured.

12. The TOWN and DISTRICT shall not discriminate against any DISTRICT students, or agents, officers, or employees on the basis of age, gender, color, creed, disability, national origin, sexual orientation, or any other class protected by law.
13. The TOWN shall maintain strict confidentiality of all student information received by the DISTRICT, if any, in accordance with all applicable state and federal laws, unless necessary to perform the duties required of a police officer.
14. Either party may cancel this Agreement, without cause, upon not less than ninety (90) days prior written notice delivered to the other party via certified mail, return receipt requested and at the addresses set forth in the first paragraph of the Agreement. The DISTRICT will pay the TOWN within ninety (90) days of the date of termination for undisputed services performed up to the time of termination. In the event of termination, the Agreement will continue to govern the parties' rights and obligations with respect to services performed prior to termination.
15. This Agreement is the entire understanding and agreement between the parties with respect to the subject matter covered, and all prior agreements, understandings, covenants, promises, warranties and representations, oral or written, expressed or implied, not incorporated into this Agreement are superseded. This Agreement may not be amended or supplemented in any way, except in writing, dated, and signed by authorized representatives of both parties.
16. The TOWN shall not assign, transfer, convey, or otherwise dispose of this Agreement or any of its contents, or its right title, or interest therein, or of its power to execute such contract to any other person, corporation, agency, or other entity.
17. Notices required under this Agreement shall be sufficient if contained in writing and delivered by hand or sent by express or overnight mail or by registered or certified mail, return receipt requested mail, postage prepaid addressed to the parties as follows:

Town of Crawford
Town Supervisor
121 Route 302
Pine Bush, NY 12566

Pine Bush Central School District
Superintendent of Schools
156 Route 302
Pine Bush, NY 12566

All notices of communication should be deemed given when received by the intended recipient.

18. If, for any reason, any provision of this Agreement is held unenforceable by a court of competent jurisdiction, all other provisions of this Agreement will remain in full force and effect, and the unenforceable provision shall be replaced by a mutually acceptable and enforceable provision in accordance with the parties original intent.
19. Claims, disputes, or other matters in question between the parties to this Agreement, arising out of or relating to the Agreement or breach thereof, shall be subject to and decided in accordance with the laws of the State of New York, and any such claims or causes arising out of or in connection with the Agreement shall be commenced in Supreme Court of the State of New York in Orange County.
20. This Agreement is subject to the approval of the DISTRICT's Board of Education and the Town Board of the Town of Crawford.

THIS AGREEMENT shall be in force in effect for the period of September 1, 2023 through August 15, 2024, unless renewed upon written consent of both parties.

TOWN OF CRAWFORD

By: _____
Title: Crawford Town Supervisor

Date: _____

PINE BUSH CENTRAL SCHOOL DISTRICT

By: _____
Title: Superintendent of Schools

Date: _____