

SCHOOL RESOURCE OFFICER AGREEMENT 2023-2024

AGREEMENT, made as of the ____ day of _____ 2023, between the Town of Wallkill, a municipal subdivision of the State of New York, with offices located at 99 Tower Drive, Building A, Middletown, New York 10941 (hereinafter referred to as the "Town"), and the Pine Bush Central School District, a municipal corporation of the State of New York, with offices located at 156 Route 302, Pine Bush, New York 12566 (hereinafter referred to as the "District"). The Town and District also are referred to herein singularly as "Party" and collectively as "Parties."

WHEREAS, the Town and the District wish to enter into an inter-governmental agreement for the purpose of the facilitation and the carrying out of a School Resource Officer program as set forth herein; and

WHEREAS, this Agreement is made pursuant to General Municipal Law, Article 5-G, and

WHEREAS, it is in the best interest of the District to obtain the services of police officers employed by the Town to serve as "School Resource Officers" (SROs), in the District's Circleville Middle School, Circleville Elementary School, and Pakanasink Elementary School during the school year period, and

WHEREAS, it is in the best interest, safety, and welfare of the residents of the Town that the Town provide the services of police officers employed by it to the District to serve as SROs in the aforesaid schools during the school year period, and

WHEREAS, the Parties believe that the provision of SROs to schools in the District will serve to advance key objectives in the mutual interests of the Parties, including, but not limited to: 1) the reduction of incidents of school violence; 2) the maintenance of a safe and secure environment on school grounds; and 3) the reduction of criminal offenses committed by juveniles and young adults on school grounds.

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

1. The Town hereby agrees to provide three (3) SROs to the District for its use. One officer shall be deployed to each of the following schools: Circleville Middle School, Circleville Elementary School, and Pakanasink Elementary School. The Town further agrees to provide a marked police car at each school during the time an SRO is assigned to that school.
 - a. The Parties agree that the term of this Agreement shall run from September 1, 2023 to June 30, 2024. The Parties also agree that the provision of SROs by the Town shall commence at a date to be mutually agreed to by the Parties.
 - b. As stated in paragraph seven (7), 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. If the District has any concerns regarding the performance of a particular SRO, it shall be raised by the Superintendent to the Town Police Chief. The two shall work together to address the concern, and if a resolution cannot be reached, the two shall jointly determine if that SRO needs to be reassigned.

- c. The Chief of Police and the Superintendent of schools as well as the Supervisor of the Town of Wallkill will also meet at regular intervals mutually arranged throughout the year to monitor this new service and to resolve any issues or concerns that arise from either side.

- 2. The District and the Town share the following goals and objectives regarding assignment of SROs to the District's schools:

- The SROs will provide a police presence in the District in order to promote an atmosphere of enhanced school safety for faculty, staff, students and parents in the District;

- The SROs also will serve as a resource to students, teachers, school administrators and parents, so as to:

- o Increase student awareness about crime prevention, internet safety, conflict resolution, violence prevention, restorative justice and peer mediation;

- o Increase school faculty and staff awareness about policies and procedures for preventing/responding to incidents of violence and other threats to school safety;

- o Build increased rapport with the student body and school community;

- The SROs will be available to work cooperatively with teachers to provide education in criminal justice and other related topics, as requested and appropriate, to increase students' knowledge of and respect for the law and the function of law enforcement agencies;

- The SROs will conduct criminal investigations, as needed, with the goal of promoting safety for the school community, establishing a deterrent to delinquent student behavior, and promoting the safety of the students, faculty and administration of the District;

- The SROs will proactively address problems and pressures, to the extent that they are aware of same, as they relate to students before such problems manifest into socially and legally unacceptable behavior. These problems may involve the use of alcohol, drugs, and tobacco. They may also involve peer pressure, gang activity, and sexual activity.

- The SROs will provide a police presence in the District in order to promote an atmosphere of enhanced school safety for faculty, staff, students and parents in the District; 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 will meet with the principal or the principal's designee daily.
3. The Town, after consultation with the District, shall establish a protocol for the duties of the SRO during the school year. An SRO's duties shall include any training associated with the position. The responsibilities for SROs shall include, but not be limited to, the following:
- a. Patrolling School Grounds and protecting the students and staff of the school against criminal activity and harm. During patrols, the SRO shall maintain a level of high visibility to the students and staff. The SRO shall follow Department policy when responding to any immediate criminal activity or threat of harm on school grounds.
 - i. All SROs on-duty shall wear their standard Town-issued uniform with all accessories and equipment thereto, including any issued firearm or non-lethal device (taser, pepper spray, etc.).
 - ii. The SRO shall confer and coordinate with the school principal and other school staff to develop plans and strategies to minimize dangerous situations for students at the school, including evacuation plans. If an evacuation of the school is needed, the SRO shall assist and support that school's safety plan.
 - lii. At the request of school officials and subject to the availability of Town personnel, SROs shall also provide security for after-hours school functions and events. Compensation for such after-hours functions shall be as detailed in Paragraph 5 of this Agreement.
 - b. It shall be the responsibility of the District to maintain a list of all specific individuals who are not allowed on school grounds at any given time. The District shall have discretion as to the names placed on said list, but said list must include: suspended students, expelled students, non-custodial parents barred from contact with their children by a court order, and persons against whom any orders of protection have been issued with respect to students, faculty and administrative personnel of the school, etc. The District shall be responsible for providing the SRO with a copy of said list, and for informing the SRO of any occasion where a person on that list appears on school grounds and must be escorted off the campus.
 - c. At the request of the District, the SRO shall investigate suspected criminal activity at the SRO's assigned school, so long as it does not conflict with the SRO's other assigned duties.

- i. To the extent that additional police officials are required for a particular investigation, the SRO shall notify the school principal of the need for additional investigative personnel, and shall act as a bridge between said officials and the school administration to coordinate cooperation between the Parties.
- ii. The SRO shall abide by all applicable laws as well as Town and District policy when undertaking investigations on school grounds, including formal interviews, searches, etc.
- d. In the event that criminal activity has occurred on the school grounds, the SRO shall have the authority and the discretion to issue citations or make arrests when appropriate and in accordance with applicable law and department policy.
- e. Non-criminal disciplinary matters shall remain the province of the District and the SRO shall not be involved in any such matters except to the extent that the SRO's presence is needed to maintain a safe school environment.
- i. In the event that a SRO witnesses a student violating school rules but not to the level of a criminal offense, the SRO's primary responsibility shall be to inform a relevant school official of the violation. The SRO also may be needed to serve as a complaining witness at the building principal's informal conference with the student and student's parent(s) and may be needed to testify as a witness at the applicable Superintendent's hearing. The SRO has no power, and no responsibility, to mete out discipline for violations of school rules.
- ii. In the event that employees of the District discover weapons, drugs, alcohol, or other illegal contraband on School property, the SRO shall be notified, but if no criminal or juvenile charges are to be brought, the primary responsibility of the SRO shall be to confiscate the contraband and dispose of it according to Town policy and applicable law. The SRO also may be needed to serve as a complaining witness at the building principal's informal conference with the student and student's parent(s) and may be needed to testify as a witness at the applicable Superintendent's hearing.
- f. SROs shall not transport any students or staff of their assigned school in their department vehicle unless said persons are the victim of a crime, are under arrest, or other emergency circumstances exist. In the event that an SRO is transporting a student, the District shall notify the student's parent, guardian, or custodian, so that said person can be present at the final destination of the transport.
- 4. The District shall provide to the SRO a private, climate-controlled office space (subject to the availability of air conditioning, as all schools and offices are not air-conditioned) that can be secured by the SRO when the SRO is not in the office,

and which contains a desk with drawers, a filing cabinet for files and records that can be independently locked, a telephone, and a computer. The SRO agrees to abide by any computer policy in place for employees of the District.

5. The Town shall submit invoices to the District on a monthly basis for the services (hereinafter "Services") of the SROs assigned to the schools described in Paragraphs " 1 " at the rate of \$42.83 per hour per each SRO, with the understanding that each SRO shall be paid for an 8-hour day during the school year for each full school day worked. The Chief of Police and the Superintendent will work together to establish those hours for each school. Such invoices shall include the actual days or parts of days worked, any applicable overtime, and any other information necessary to affect payment. SRO services will be provided for those days on which students and/or staff are in attendance (184 days). In the event that any SRO is unable to perform the required duties at the subject schools, the amount remitted to the Town shall be pro-rated for the actual days worked. In the event that the District requests the availability of an SRO outside of normal school hours for a school-related event, the Town shall provide a SRO, with the understanding that the District shall be responsible for remitting payment to the Town for all such extra hours worked by the SRO, including any and all applicable overtime compensation, which costs shall be communicated to the District in advance. The District shall also remit payment to the Town for the use by each SRO of a marked police car at the rate of \$29.50 per day.
 - a. The Parties agree that the above rates are subject to increases in compensation for Town police officers as may be provided for in future collective bargaining agreements with respect to Town police. In the event that a change in the above rates is required by a subsequent agreement, the Town shall provide the District with at least thirty (30) days written notice of the rate increase.
 - b. In the event that the normally assigned SRO to a particular school is unable to be present on a given day due to illness, vacation, training, or other reason, the Town shall provide a replacement SRO to the District for coverage on the particular day(s).
 - c. In the event that Town is unable to provide coverage from the same officers in each school on a consistent basis, the Superintendent will alert the Chief in a timely manner. If the pattern of consistent coverage persists, the District reserves the right to terminate this agreement upon thirty (30) days written notice.
6. The District shall remit payment to the Town of any undisputed amount within thirty (30) days of the receipt of the invoice, and within the same timeframe shall notify the Town in writing of any disputes regarding the particular invoice.
7. Any SRO assigned to the District shall remain, at all times, an employee of the Town, under the direct control and supervision of the Town Police, and shall abide by the Department's rules and code of conduct.

- a. All SROs shall familiarize themselves with the relevant District and school building policies/code of conduct, and shall comply with said policies/code to the extent that there is no conflict with their duties or obligations under Department rules or applicable law. The District shall not have any disciplinary authority over an SRO.
 - b. All SROs shall submit fingerprints, unless already on file with and available for use by the New York State Division of Criminal Justice Services (DCJS), and be criminally cleared by the New York State Education Department (NYSED) to have direct, in-person, face-to-face communication and interaction with the District's students, in accordance with applicable law (namely NY Education Law §2503(18), §3035, and 8 NYCRR 87.2(k)(1)[ii]).
8. The District warrants and represents that this Agreement is exclusively 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, so long as the District has timely paid all relevant invoices to the Town for the SRO assignments
9. The District acknowledges that the Town Police Chief or his designee shall retain the right to utilize and direct the SRO to perform other police duties for the Town, in emergency circumstances. Any such utilization of the SRO shall occur immediately upon oral notice to the District, from the Office of the Town Police Chief, and the District shall not be responsible for the payment of the SRO's hourly rate for any such time when SRO the is performing duties other than that of an SRO.
10. The District shall 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. 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.
11. Both Parties shall maintain comprehensive general liability, professional liability, and other such insurance in an amount not less than \$1,000,000 per occurrence and \$2,000,000 aggregate, as is appropriate, for the Services being performed and furnished hereunder, will maintain errors and omissions insurance with minimum policy limits of \$1,000,000 per occurrence and \$2,000,000 aggregate during the term of this agreement, and will provide protection from and against claims for damages due to bodily injury, sickness, death, and property

damage, including the loss of use resulting therefrom, which arises from the Services being performed and furnished hereunder. The Parties shall, prior to the start date of this Agreement, shall exchange certificates of insurance that evidences that such insurance naming the District and Town, as the case may be, as the insured Party is in full force and effect, and shall maintain such insurance throughout the term of this Agreement.

12. The Town 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 SRO shall, in the course of any investigative duties, be able to review and copy all public records maintained by the District to the extent allowed by law.

The Town shall maintain strict confidentiality of all student records and information received by or from the District and/or Town, if any, in accordance with all state and federal applicable laws (including but not limited to the federal Family Educational Rights and Privacy Act (FERPA - 20 USC §1232g; 34 CFR Part 99) and Section 2-d of the New York Education Law); provided however, that if such records are necessary to perform the duties required of a police officer, the District shall cooperate fully with any subpoena, court order or other lawful process required to authorize disclosure of the records.

14. Either Party may cancel this Agreement, without cause, upon not less than thirty (30) days prior notice delivered to the other Party via certified mail, return receipt requested and at the addresses set forth in paragraph seventeen (17) 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. Neither Party shall 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 Wallkill

99 Tower Drive, Building A
Middletown, New York 10941
Attn: George Serrano, Supervisor

Pine Bush Central School District
156 Route 302
Pine Bush, New York 12566
Attn: Brian Dunn, Superintendent of Schools

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 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 shall not take effect until it is approved by both the District's Board of Education and the Town of Wallkill Town Board.
21. This Agreement may be renewed for consecutive terms of one (1) year, upon the written consent of both the District and the Town.

WHEREFORE, the Town and the District hereby execute this agreement as follows by individuals duly authorized to execute same by their respective governing bodies:

TOWN OF WALLKILL

By: _____
George Serrano, Supervisor

Title: Town of Wallkill Supervisor

Date: _____

PINE BUSH CENTRAL SCHOOL DISTRICT

By: _____
Brian Dunn, Superintendent

Title: Superintendent of Schools

Date: _____

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