

School Resource Officer Agreement

This agreement, which shall be deemed to be dated as of the date the last party executes the Agreement, by and between the County of Schoharie, New York, a municipal corporation with offices at the Schoharie County Office building, 284 Main Street, Schoharie, New York 12157 (the “County”), the Schoharie County Sheriff’s Office with offices at the Harvey Stoddard Public Safety Facility, 157 Steadman Way, Howes Cave, New York 12092 (the “Sheriff”) and the Schoharie Central School District, located at 136 Academy Drive, Schoharie, New York, 12157 (the “District”)

Witnesseth:

WHEREAS, the District is desirous of obtaining the services of a full-time School Resource Officer (“SRO”); and

WHEREAS, the District and the Sheriff have determined that it is in their mutual best interests to enter into this Agreement to provide for the assignment of officers of the Schoharie County Sheriff’s Office to serve as School Resource Officers in the District; and

WHEREAS, Article 5-G of the New York State’s General Municipal Law (“GML”), provides the authority for “municipal corporations” to enter into agreements for the performance between themselves, or one for the other, of their respective functions, power, and duties on a cooperative basis; and

WHEREAS, the District and the County are both “municipal corporations” as the term is defined by GML §119-n(a); and

WHEREAS, the District, the County and the Sheriff recognize the benefits of the School Resource Officer Program to the District, County and citizens of the Schoharie Central School District, and

WHEREAS, the Chairman of the Board of Schoharie County is authorized to execute this agreement pursuant to Resolution _____, adopted by the Schoharie County Board of Supervisors on _____, 2022,

NOW, THEREFORE, it is mutually covenanted and agreed by and between the parties hereto as follows:

1. General Terms and Conditions

The County and the District enter into this School Resource Officer Agreement for the purpose of placing a Sheriff’s Deputy on site in the District to serve as a School Resource Officer.

The SRO assignment is a daily 8 (eight) hour assignment, Monday through Friday, during regular school hours when students are in attendance. The Sheriff will assign an SRO to

the District according to a mutually agreeable schedule, in accordance with the terms set forth herein.

The work site to which an SRO is assigned shall include the school grounds and any associated buildings on the school grounds. This includes elementary, middle school and high school campuses, District Office(s) and Transportation Building.

The County agrees that services rendered under this Agreement will be in compliance with applicable federal, state or local laws, rules, regulations, including but not limited to, applicable regulations of the Commissioner of Education.

The Sheriff shall assign a properly trained and certified Deputy Sheriff to serve in the capacity as an SRO to the District.

2. SRO Program Objectives

The objectives of the School Resource Officer program are to:

- Provide a Law Enforcement presence in the District in order to promote and provide an atmosphere of enhanced school safety for faculty, staff, students and school visitors;
- Provide a Law Enforcement resource to students, teachers, school administrators and parents, so as to:
 - Increase student awareness about crime preventions, internet safety, conflict resolution, violence prevention, restorative justice and peer mediation; and
 - Increase school faculty and staff awareness about policies
- Facilitate crime preventions, Law Enforcement, and security consultation;
- Build lines of communication and promote positive attitudes between students and the Schoharie County Sheriff's Office
- Provide a confidential counseling resource to students who may be experiencing a variety of school, family, or social problems, and refer students and/or their families to the appropriate agencies for assistance when need is determined;
- Proactively address problems and pressures 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;
- Provide a positive role model to students; and
- Attend sporting events and extra-curricular activities when requested to do so by the District's Superintendent or his/her designee; and
- Assist in the investigation of suspected criminal activity occurring on District property and/or related to the District. The assistance shall be provided in consultation with the District/school administrators in accordance with New York State Law and District policy; and
- As an educator, working with classroom teachers and other District personnel, the SRO may present information and answer questions on a variety of topics, such as the law,

drugs, safety, traffic laws, crime preventions, violence prevention, and concepts of safety, general law and crime prevention techniques. The goal of the presentations is to increase student, staff and community awareness of laws and safety; and

- The SRO shall not be a school disciplinarian. However, if the principal believes an incident is in violation of the law, the principal may contact the SRO and the SRO shall then determine whether law enforcement action is appropriate and consistent with a police officer's duty.

***The SRO shall not enforce school rules. Matters of school discipline shall be referred to the appropriate building principal**

3. Qualifications of Resource Officers

The SRO must be a certified police officer with a minimum of 3 (three) years of law enforcement service or experience, unless otherwise agreed upon by the Sheriff and the District. Among additional criteria for consideration are knowledge, experience, training, education, appearance, attitude, communication skills and demeanor.

All individuals performing services under this Agreement shall be and remain at all times properly licensed and/or credentialed in accordance with applicable law to perform services in accordance with this Agreement. Upon request, copies of any such license or credential(s) shall be made available to the District by the County. If at any time during this Agreement, the license and/or required credential of any individual providing services is revoked, terminated, suspended or otherwise impaired, the County shall prohibit such individual from performing services and immediately notify the District. The District reserves the right, as its sole discretion, to reject an individual from performing services which it reasonably believes is inappropriate for any reason.

4. Fingerprinting and Criminal Clearance

The County agrees to use best efforts to cooperate with the School District to have any individuals providing services who will have direct contact with students on School District premises to furnish fingerprints and submit to a criminal background check and clearance by the State Education Department's Office of School Personnel Review and Accountability (OSPRA) prior to performing services. These best efforts may include, but are not necessarily limited, to completing paperwork and filing such paperwork with an appropriate agency, e.g. BOCES, for the purpose of submitting for criminal clearance. The District shall be solely responsible for any costs associated with the required fingerprinting and criminal clearance. The Sheriff shall provide a complete roster of all persons who will and/or may be providing services under this Agreement and shall further be responsible for providing updated lists as necessary.

5. Specific Responsibilities of the Schoharie County Sheriff's Office ("SCSO")

In addition to any other responsibilities of the SCSO set forth in this Agreement, the SCSO will:

- Ensure that each SRO is on site at the school building they are assigned to at least 30 minutes prior to the start of each school day for that respective school building and leaves

the campus no sooner than 30 minutes after the school day ends for that respective school building;

- Design appropriate verification forms to be signed by authorized SCSO personnel to provide auditable proof of time spent in the District; and
- Cooperate with the District to implement the SRO Program with the least possible disruption to the education process.

6. Specific Responsibilities of the District

In addition to any responsibilities of the District set forth in this Agreement, the School District will:

- Designate a District building Principal who shall serve as the building-level school representative for the SRO program;
- Provide designated SROs with full access to its school facilities, personnel and students;
- Ensure that school personnel, school board members, students and parents are informed of the duties and presence of SROs in the District;
- Provide time and appropriate office space for SROs to conduct approved staff, student and parent training;
- Provide space for SROs to store instructional materials and perform necessary tasks directly related to the SRO program; and

7. Information Sharing

The District will share relevant information about school safety issues with the SRO, but not limited to:

- Copies of District and building safety/crisis plans;
- Codes of conduct;
- Disciplinary policies including suspension/expulsion procedures;
- Uniform violent incident reports in accordance with the New York State Education Law, Safe Schools Against Violence in Education Act; and
- Reports pertaining to alleged incidents of Child Abuse in an Education Setting.

The SCSO SRO will share relevant information about school safety issues with the District including, but not limited to:

- The SRO's monthly activity, **excluding police prohibitive materials, (e.g., juvenile arrests made off the school property, identifying information about victims of sexual abuse when the abuse does not occur on school property);**
- Any necessary interventions/referrals to service providers arising from incidents/reports received on school property, e.g., suicide prevention, drug or alcohol abuse, reports of sexual abuse;
- Any information pertinent to school safety and/or safety of individuals on school property; and

- Any training or education opportunities for SROs or District representatives relative to school safety.

8. Specific Duties of School Resource Officers (SROs)

In addition to any other duties set forth in this Agreement, each SRO assigned to the School District shall provide services that meet the program objectives, including, but not necessarily limited to the following:

- Patrol and observe all areas of the school building(s) and grounds;
- Be visible and available to the students, faculty, and administration;
- Keep the peace and help maintain a safe and orderly school community;
- Develop and maintain a positive and open relationship with students, faculty and parents;
- Present educational programs to students in conflict resolution, restorative justice, crime awareness and anger management;
- Present educational programs to school employees, parents and school board members;
- Build relationships by being a liaison between SCSO and the District;
- Survey the needs of schools and address crime and disorder problems, gangs and drug activities affecting or occurring in or around the District's school(s);
- Assist schools with security concerns and identify physical changes in environment that may reduce crime in or around the school;
- Develop or expand crime prevention efforts for students;
- Educate potential school-age victims in crime prevention and safety;
- Develop or expand community justice initiatives for students;
- Assist in developing school policy that addresses crime and recommend procedural change where appropriate;
- Assist schools in meeting requirements mandated by New York State Law;
- Takes appropriate law enforcement action with regard to any criminal activities that he/she observes or that are reported directly to him/her;
- Investigate other emergency situations and summon aid and assistance as needed (e.g., police, fire department, ambulance, etc.),
- District camera monitoring, review, and proper placement for coverage;
- Participate in district safety meetings;
- Provide security suggestions and training for transportation department and bus drivers;
- Conduct threat assessments of students prone to violence;
- Assist school social worker and psychologist with distraught students;
- Respond to active shooter events in accordance with the SCSO Active Shooter Response policy

9. Supervisory Authority; Uniform Equipment; Communications/Notifications; Assignment Specifications

SROs assigned to the District are under the direct supervision of the command officers of the SCSO.

10. Program Evaluation

The District will provide timely evaluations to the SCSO to ensure that required progress reports can be completed in an efficient and timely manner. Evaluation instruments for completion by selected students, school staff, school administrators, and community members will be developed collaboratively to ensure objective evaluation criteria are used.

11. Fees

The District agrees to pay the County for one (1) full-time School Resource Officer, including related costs (overtime) incurred by the County in making the SRO available to the District, as follows:

The SRO will be assigned to the District, at a rate of pay of \$80,000.00 for the contractual school year (September 1, 2022-June 30-2023) for the County's expenses incurred for FICA, Medicare, Workers' Compensation, and other mandated employer payments or contributions made on behalf of the employee. Additional expenses (meals, tolls, travel, etc.) may be incurred, for training, schools, seminars or additional services, at the agreed-upon reimbursement rate, with authorization from the Superintendent of Schools. The District agrees to pay the County Fifty dollars (\$50.00) per hour for overtime incurred for special events (sporting events, extra-curricular activities) attended by SRO.

The District agrees to pay for secure County authorized network connection via Mi-Fi device at a cost of forty (\$40.00) dollars per month, which will be included in the monthly invoice.

The SCSO will design appropriate verification forms which will be made available to authorized District personnel for auditable proof of services performed for the District. The District will be invoiced eight thousand dollars (\$8000.00) plus any additional overtime costs incurred by the County in accordance with this Agreement on a monthly basis.

The District shall provide the SRO with a secure office space within the school, as well as a non-network desktop printer, a landline telephone within the office space and if deemed appropriate by the District, a cellular device:

All items of equipment listed above shall remain the property of the District.

All uniform/clothing and equipment will be provided for the SRO by the Sheriff's Office.

Except as otherwise provided herein, the County agrees that the fees set forth herein are the exclusive fees for all services.

12. County an Independent Contractor

The County shall be providing services to the District as an independent contractor, and any and all services performed by the County and its employees or agents under this Agreement shall be performed in such capacity. None of the County's employees, consultants, or agents shall

hold him/herself out as, nor claim to be, an officer or employee of the District, nor make any claim, demand, or application to or for any right or privilege applicable to an officer or employee of the District, including, but not limited to, workers' compensation coverage, unemployment insurance benefits, social security coverage, disability benefits, or retirement membership or credit. The County shall not have, or hold itself out as having the authority or power to bind or create liability for the District by the County's acts or omissions.

It is agreed by the county and the District that neither federal, state or local income taxes nor payroll taxes of any kind, including but not limited to F.I.C.A. or F.U.T.A., will be withheld or paid by the District on behalf of any County employee, consultant, or agent. Said withholding and/or payments are to be made by the County in compliance with all federal, state, and local laws, rules or regulations. The County agrees to pay all applicable taxes, including income taxes, workers' compensation insurance, unemployment insurance payment, disability insurance payment, and/or any other payments that may be required under the laws, rules or regulations of any government agency having jurisdiction over the County or its relationship with the District. The County further agrees to indemnify and hold the District harmless against any claim, cost, penalty, damage, or expense (including reasonable attorneys' fees) related to either parties nonpayment and/or underpayment of any such taxes or payments.

The District acknowledges that it shall have no ability to control the manner, means, details or methods by which the County or its agents perform services under this Agreement except as provided herein and as required by federal, state, or local laws, rules, and regulations.

These provisions shall survive any expiration, termination, or non-renewal of this Agreement.

13. Term of the Agreement

The term of this Agreement is one school year, commencing on or about September 1, 2022 and ending June 30, 2023.

14. Termination

Either party may terminate this Agreement, at any time, for any reason, by providing thirty (30) days written notice to the other party.

15. Extension or Renewal

Negotiations for a new contract will begin during the month of March 2023. The County will be responsible for initiating such negotiations.

16. Reciprocal Indemnification

The County shall indemnify and hold harmless the District from and against any and all losses, damages, judgements, claims, causes of action, costs, expenses, and other liabilities (collectively, "Liabilities") to the extent such Liabilities arise from the acts or omissions or those reasonably assumed of the County, its officers, employees, agents, and representatives.

The District shall indemnify and hold harmless the County from and against any and all losses, damages, judgements, claims, causes of action, costs, expenses, and other liabilities (collectively, "Liabilities") to the extent such Liabilities arise from the acts or omission or those reasonably assumed of the District, its officer, employees, agents, and representatives.

17. Controlling Law

This Agreement shall be interpreted pursuant to the laws of the State of New York, without regard to New York's conflict of laws provision.

18. Assignment

The Agreement may not be assigned by either party.

19. Interpretation

The language of all parts of this Agreement in all cases shall be construed as a whole, according to its fair meaning, and not strictly for or against any party, regardless of who drafted it.

20. Waiver

The failure of any party to insist on the strict performance of any provision of this Agreement or to exercise any right under this Agreement shall not constitute a waiver of such provisions or right. A waiver is effective only if in writing and signed and delivered by the waiving party.

21. Mutual Covenants

The undersigned representatives of the two contracting parties, in signing, hereby represent that they are authorized and empowered by their respective Boards (as applicable) to enter into this Agreement. Consent to the terms of this Agreement is signified by the signatures below. Further the signature of the Sheriff of Schoharie County certifies that the SROs deployed into the District will spend at least seventy-five percent (75%) of their time in and around primary and secondary schools and that the SCSO will fulfill its responsibilities as specified in this Agreement.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.

COUNTY OF SCHOHARIE

SEAL

CHAIRMAN OF THE BOARD

DATE

STATE OF NEW YORK)

)ss.:

COUNTY OF SCHOHARIE)

On the _____ day of _____, 2022, before me personally came _____, to me known who, being by me duly sworn, did depose and say that he/she is stationed at _____, that he/she is the Chairman of Board of Schoharie County, New York, the corporation mentioned in, and which executed, the foregoing instrument; that he/she knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Schoharie County Board of Supervisors of said corporation; and that he/she signed his/her name thereto by like order.

Notary Public
COUNTY OF SCHOHARIE

SHERIFF

DATE

STATE OF NEW YORK)

)ss.:

COUNTY OF SCHOHARIE)

On the _____ day of _____, 2022, before me personally came _____, to me known who, being by me duly sworn, did depose and say that he/she is stationed at _____, that he/she is the Sheriff of Schoharie County, New York, the corporation mentioned in, and which executed, the foregoing instrument; that he/she knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Supervisors of said corporation; and that he/she signed his/her name thereto by like order.

Notary Public

COUNTY OF SCHOHARIE

COUNTY ATTORNEY

DATE

STATE OF NEW YORK)

)ss.:

COUNTY OF SCHOHARIE)

On the _____ day of _____, 2022, before me personally came _____, to me known who, being by me duly sworn, did depose and say that he/she is stationed at _____, that he/she is the County Attorney of Schoharie County, New York, the corporation mentioned in, and which executed, the foregoing instrument; that he/she knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Supervisors of said corporation; and that he/she signed his/her name thereto by like order.

Notary Public

SEAL

SCHOHARIE CENTRAL SCHOOL DISTRICT

SUPERINTENDENT OF SCHOOLS

DATE

STATE OF NEW YORK)

)ss.:

COUNTY OF SCHOHARIE)

On the _____ day of _____, 2022, before me personally came _____, to me known who, being by me duly sworn, did depose and say that he/she resides at _____, that he/she is the Superintendent of the Schoharie Central School District of Clinton County, New York, the School District described in, and which executed, the foregoing instrument, and it was executed pursuant to authorization granted by the Board of Education.

Notary Public