

AGREEMENT BETWEEN
THE BOARD OF EDUCATION OF THE MONROE-WOODBURY
CENTRAL SCHOOL DISTRICT

and
THE TOWN OF WOODBURY
for
THE SCHOOL RESOURCE OFFICER PROGRAM

This agreement is made and entered on the _____ day of January, 2020 between THE BOARD OF EDUCATION OF THE MONROE-WOODBURY CENTRAL SCHOOL DISTRICT, MONROE, NEW YORK (hereinafter referred to as the "School Board"), and THE TOWN OF WOODBURY (hereinafter referred to as the "Town");

WHEREAS, the School Board and the Town have a long history of successfully working together with the common goal of providing for the safety and wellbeing of the children; and

WHEREAS, the School Board and the Town's Police Department have worked together to provide crime prevention programs addressing the entire community's needs; e.g., Personal Safety (including fingerprinting of children), Bicycle Safety, Substance Abuse, projects in violence preparedness and Juvenile Law Education and the designation of School District and Police Department liaisons for the purposes of exchanging appropriate information; and

WHEREAS, a School Resource Officer Program has been proposed for the Monroe-Woodbury School District as hereinafter described; and

WHEREAS, the School Board and Town recognize the potential outstanding benefits of the School Resource Officer Program to the citizens of the Town of Woodbury and particularly to the students of the Monroe-Woodbury School District; and

WHEREAS, it is in the best interests of the School Board and the citizens of the Town of Woodbury to establish this program.

IT IS THEREFORE AGREED that the Town's Police Department shall supply one (1) police officer to the School District to be assigned to the schools based on the following terms and conditions:

ARTICLE I
Term of Agreement

A School Resource Officer Program is hereby established in the public school system of the Monroe-Woodbury School System from January 1, 2020 to December 31, 2020. The Agreement may thereafter be renewed upon mutual consent of the parties for additional one (1) year periods upon the same terms and conditions set forth herein unless otherwise modified in writing by the parties. The School Board's administrators will conduct a one-day orientation before the School

Resource Officer assumes duties at the assigned school. The terms and conditions of any future agreements, including but not limited to the provisions contained herein, shall be negotiated between the parties and memorialized in writing.

ARTICLE II
Rights and Duties of the Chief of Police

The Chief of Police shall provide a School Resource Officer (hereinafter referred to as "SRO") as follows:

A. Number of School Resource Officers

The Chief shall assign one (1) regularly employed Woodbury Police Officer to the schools of the Monroe-Woodbury School District located within the Town of Woodbury, including Monroe-Woodbury High School, Monroe-Woodbury Middle School, Central Valley Elementary School and Smith Clove Elementary School, five (5) days a week. Although the primary assignment of the SRO shall be at the High School, the SRO will be required to visit other schools in the District as set forth above.

B. Regular Duty Hours of School Resource Officers

1. The SRO shall be assigned to the school(s) on those days and during those hours that school is in regular session, to be specified by the School Board, and which shall be consistent with the contract between the Town and the Police Benevolent Association (PBA). Before the start of each semester, the regular hours and schedule of the SRO shall be agreed upon by the Superintendent and Chief of Police. In the event of an emergency or urgent need by the District, the SRO's schedule may be subject to temporary change with advanced notice, as long as it is consistent with the contract between the Town and the PBA. The SRO may be temporarily reassigned by the Police Department during school holidays and vacations, or during the period of a police emergency consistent with the contract between the Town and PBA.
2. In the event the assigned officer is absent or on leave for more than five (5) consecutive school days, the parties shall meet to discuss the possibility of a replacement. Consistent with Article X below, the School Board shall only pay for actual time worked by the SRO or his/her replacement working in the capacity of the SRO.

C. Duties of School Resource Officers

The following duties to be performed at the school by the SRO shall be assigned through the Town Police Department chain of command, in cooperation with the Superintendent of Schools and/or the Superintendent's designee, and shall be performed consistent with law and regulations, and the policies of the Police Department and the Board of Education:

1. The SRO shall provide security and surveillance of the areas assigned, note and report

irregularities, dangerous practices and conditions, accidents, fires, and other acts or circumstances, requiring police or other action, which affect the health and welfare of students and school personnel.

2. The SRO shall take law enforcement action as required. As soon as practicable, the SRO shall make the principal of the school aware of such action. At the principal's request, the SRO shall take appropriate law enforcement action against intruders and unwanted guests who may appear at the school and related school functions, to the extent that the SRO may do so under the authority of the law. When possible, the SRO shall advise the principal before requesting additional police assistance to the campus.
3. The SRO shall conduct investigations of criminal or delinquent activity according to established police department policy and procedures.
4. The SRO may be assigned to investigate offenses occurring off school property, provided such investigations relate to students attending the school to which the officer is assigned.
5. The SRO shall testify in court, and at school related hearings or proceedings, as needed.
6. The SRO shall complete monthly activity reports in a timely and accurate manner and submit the reports to both the Police Department and the School District.
7. The SRO shall complete any and all reports required by the Police Department in a timely and accurate manner.
8. The SRO shall enforce traffic and parking laws and regulations on school property and cooperate and assist other public safety officials with traffic control as necessary.
9. The SRO shall recommend measures to protect school and personal property from damage and theft.
10. The SRO shall assist school personnel with emergencies and in an emergency may be directed to assist at another building.
11. The SRO shall assist with the supervision of security at school activities and public meetings as requested by the principal and approved by the principal and Chief of Police.
12. The SRO shall assist the principal on matters dealing with the enforcement of child custody orders or domestic violence restraining orders.
13. The SRO shall assist the principal on matters dealing with the proper handling and security of money, personal possessions and valuable property.
14. The SRO shall become familiar with all community agencies, which offer assistance to youths and their families such as mental health clinics, drug treatment centers, etc. The

SRO shall make referrals to such agencies when necessary thereby acting as a resource to the students, faculty and staff of the school.

15. The SRO shall make himself/herself available for conferences with students, parents and faculty members in order to assist them with problems of a law enforcement or crime prevention nature.
16. When requested by the principal, the SRO shall attend parent/faculty meetings to solicit support and understanding of the program.
17. The SRO shall assist the principal in developing plans and strategies to prevent and/or minimize dangerous situations, which may result from student unrest.
18. The SRO may act as an instructor for specialized, classes involving a range of topics such as security, crime prevention, drug and alcohol education, the criminal and juvenile justice systems, and related topics.
19. The SRO shall not act as a school disciplinarian, as disciplining students is a school responsibility. However, if the principal believes an incident is a violation of the law, the principal may contact the SRO and the SRO shall then determine whether law enforcement action is appropriate. School Resource Officers are not to be used for regularly assigned lunchroom duties, hall monitoring or other monitoring duties. If there is a problem area, the SRO may assist the school until the problem is solved.
20. The SRO shall assist with Megan's Law notifications received by the school, as mandated by the New York State Sexual Offenders Registration Law.
21. The SRO may give assistance to other police officers in matters regarding his/her school assignment, whenever necessary. The SRO may, when requested, participate in or attend school functions, with the approval of the Chief of Police.
22. The SRO shall adhere to School Board policy, police policy and legal requirements, should it become necessary to conduct formal police interviews with the students.
23. The SRO shall coordinate all of his/her activities with the principal and staff members concerned and will seek permission, advice and guidance prior to enacting any program within the school.
24. The SRO shall serve at all times as a role model to students by demonstrating appropriate attitudes, behavior, courtesy and respect.
25. The SRO shall not be requested to participate in student searches conducted by school officials. School officials may search a student based upon reasonable suspicion. A law enforcement officer must meet a more stringent requirement of probable cause in order to justify a search, and is usually also required to first obtain a search warrant. Requiring the assigned officer to conduct or participate in student searches would invalidate

searches conducted by school officials, based on their lesser standard of reasonable suspicion. However, officers may conduct searches under circumstances where a search by law enforcement is permitted by law.

ARTICLE III
Uniforms

Unless engaged in activities for which a uniform would be inappropriate, the officers shall wear uniforms in order to maintain a visible presence in the school and deter trespassers from entering the school.

ARTICLE IV
Weapons

Officers may carry weapons when authorized by the Chief of Police. The weapon shall be carried either:

- A. Openly, in those circumstances where an armed presence may provide a useful deterrent, or
- B. Concealed, in circumstances where the officer may wish to act informally with students, parents or faculty.

ARTICLE V
Rights and Duties of the School Board

The School Board shall provide to the full time SRO of Monroe-Woodbury High School the following materials and facilities, which are deemed necessary to the performance of the SRO's duties:

- A. Access to a properly lighted and ventilated private office, which office shall contain a telephone to be used for general business purposes.
- B. A location for files and records, which can be properly locked and secured.
- C. A desk with drawers, two (2) chairs, worktable and office supplies.
- D. Access to a computer and secretarial assistance, as necessary.

ARTICLE VI
Transporting Students

It is agreed that the SRO shall not transport students in his/her vehicle except:

- A. When the students are victims of a crime, under arrest, or some other emergency circumstances exist.

- B. When students are suspended and sent home from school pursuant to school disciplinary actions, if the student's parent or guardian has refused or is unable to pick up the child within a reasonable time period and the student is disruptive/disorderly and his/her continued presence on campus is a threat to the safety and welfare of other students and school personnel, as determined by the school resource officer or his/her supervisor.
- C. If circumstances require that the SRO transport a student, then the school officials must provide a school official or employee, of the same gender as the student to be transported, to accompany the officer in the vehicles.
- D. If the student to be transported off campus is not under arrest, a victim of a crime, or violent or disruptive, the school administration shall provide transportation for the student and the SRO may accompany a school official in transporting a student.
- E. Students shall not be transported to any location, unless it is determined that the student's parent, guardian or custodian is at the destination to which the student is being transported. The SRO shall not transport students in their own personal vehicle.
- F. The SRO shall notify the school principal before removing a student from campus. Removal shall not occur over the objection of the principal, unless the SRO believes that the student has committed a criminal act.

ARTICLE VII
Controlled Substances

- A. School officials shall notify the SRO in all cases involving possessions, sales or distribution of controlled substances at school or school activities.
- B. Any controlled substance or suspected controlled substances confiscated by school officials shall be turned over to the SRO for proper identification and eventual destruction.
- C. If there is probable cause to believe that a student or any other person has sold or is selling controlled substances at or near a school, the SRO shall be notified and the SRO should file a juvenile petition or seek a criminal warrant at the discretion of the SRO.

ARTICLE VIII
Access to Educational Records

- A. School officials shall allow the SRO to inspect and copy any public records maintained by the school, including student directory information such as yearbooks. However, law enforcement officials may not inspect and/or copy confidential student education records, except in emergency situations.
- B. If some information in a student's cumulative record is needed in an emergency situation to protect the health or safety of the student or other individuals, school officials may disclose

to the SRO that information, which is needed to respond to the emergency situation, based on the seriousness of the threat to someone's health or safety, the need of the information to meet the emergency situation and the extent to which time is of the essence.

- C. If confidential student records information is needed, but no emergency situation exists, the information may be released only upon the issuance of a search warrant or subpoena to produce the records.

ARTICLE IX

Employment Status of the School Resource Officer

The School Resource Officer shall remain an employee of the Town of Woodbury, and shall not be an employee of the Monroe-Woodbury School Board. Any such officer shall remain responsive to the chain of command of the Police Department and shall continue to remain subject to all rules and regulations of that agency.

ARTICLE X

Financing of the School Resource Officer Program

The School District's reimbursement to the Town for the services of the SRO shall be in an amount of \$116,133.00 made in twelve (12) equal installments which will occur on or about the 1st day of each month. The reimbursements shall be prorated to amounts for services actually provided by SRO during a contract term and will reflect the total cost for which the School District is responsible. The Town shall provide the School Board with monthly invoices for such reimbursements.

ARTICLE XI

Appointment of School Resource Officers

- A. The Superintendent of the School District and the Town of Woodbury Police Department shall each appoint two members to the School Resource Officer Interview Panel, which shall have as its sole function recruitment, interviewing and evaluation of School Resource Officers. This panel shall meet as necessary to conduct oral examinations of SRO applicants.
- B. SRO applicants must meet the following requirements:
1. The applicant must be a volunteer for the position of School Resource Officer.
 2. The applicant must be a Police Officer with the Woodbury Police Department.
 3. The applicant should also possess good job knowledge, experience, training, appearance, attitude, communication skills and bearing.
 4. The names of all applicants, receiving a favorable recommendation from the Panel (which recommendation shall follow a majority vote of the Panel), shall be forwarded

to the Chief of Police, who shall appoint from the list of those recommended.

ARTICLE XII
School Resource Officer Replacement

- A. In the event the principal of the school to which the SRO is assigned feels that the particular SRO is not effectively performing his or her duties and responsibilities, the principal shall recommend to the Superintendent of Schools that the SRO be removed from the program at his school and state the reasons therefore in writing. Within a reasonable time after receiving the recommendation from the principal, the Superintendent or his/her designee shall advise the Chief or his/her designee of the principal's request. If the Chief so desires, the Superintendent and the Chief and his/her designees, shall meet with the SRO to mediate or resolve any problems that may exist. At such meeting, specified members of the staff of the school to which the SRO is assigned may be required to be present. If, within a reasonable amount of time after the commencement of such mediation, the problem cannot be resolved or mediated, or in the event that mediation is not sought by the Chief, then the SRO shall be removed from the program at the school and a replacement shall be obtained.
- B. The Chief may dismiss or reassign an SRO based upon Department Rules, Regulations and/or General Orders and when it is in the best interest of the people of the Town of Woodbury.
- C. In the event of the resignation, dismissal or reassignment of an SRO, the Chief shall provide a temporary replacement for the SRO within thirty (30) school days of receiving notice of such absence, dismissal or reassignment. As soon as practicable, the Panel shall recommend a permanent replacement for the SRO position. The School District shall only be responsible for payment to the Town for actual hours worked by the SRO.

ARTICLE XIII
Insurance and Indemnification

- A. The Town shall purchase and maintain a full force and effect during the term of this agreement a primary general commercial liability insurance policy, with law enforcement liability coverage, in an amount of not less than Three Million Dollars (\$3,000,000) per occurrence and/or excess coverage, as a following form of coverage to the general commercial liability policy, in an amount of not less than Three Million Dollars (\$3,000,000) per occurrence, for any acts or omissions that occur or claims that may arise from the performance of this agreement. A rider shall be obtained listing the Monroe-Woodbury Central School District, its Board of Education, officers, employees and agents as additional insured on the policy.
- B. The Town agrees to hold the Monroe-Woodbury School District, its Board of Education, officers, agents and employees free, harmless and indemnified from and against any and all claims, suits or causes of action, arising solely from the negligent performance of the duties by the SRO in connection with their participation in the SRO program, no matter when such claim is brought.

- C. The School Board shall purchase and maintain in full force and effect during the term of this agreement a primary general commercial liability insurance policy, with law enforcement liability coverage, in an amount of not less than Three Million Dollars (\$3,000,000) per occurrence and/or excess coverage, as a following form of coverage to the general commercial liability policy, in an amount of not less than Three Million Dollars (\$3,000,000) per occurrence, for any acts or omissions that occur or claims that may arise from the performance of this agreement. A rider shall be obtained listing the Town of Woodbury, its officers, employees and agents as additional insured on the policy.
- D. The School Board agrees to hold the Town of Woodbury, its officers, agents and employees free, harmless and indemnified from and against any and all claims, suits or causes of action, arising solely from the negligent performance of duties by the School Board in connection with their participation in the SRO program, no matter when such claim is brought.

ARTICLE XIV
Communication

The Superintendent of Schools and the Chief of Police shall maintain open communication concerning the progress and effectiveness of the program. The school shall also designate an administrator in each school to act as a liaison with the SRO assigned to that school.

ARTICLE XV
Termination of Agreement

This agreement may be terminated by either party upon ninety (90) days' written notice that the other party has failed to substantially perform in accordance with the terms and conditions of this Agreement. This Agreement may be terminated without cause by either party upon one hundred eighty (180) days' written notice. Termination of this Agreement may be only accomplished as provided herein. In the event this Agreement is terminated, Compensation will be made to the Town/County for all overtime services performed to the date of termination.

ARTICLE XVI
Good Faith

The School Board, the Town, and the Chief of the Police Department, their agents and employees agree to cooperate in good faith in fulfilling the terms of this Agreement. Unforeseen difficulties or questions will be resolved by negotiation between the Superintendent and the Chief of Police, or their designees.

ARTICLE XVII
Modification

No understandings or agreements purporting to modify or vary the terms of this document shall be binding, unless hereinafter made in writing and signed by the party to be charged.

ARTICLE XVIII

Non-Assignment

This Agreement, and each and every covenant herein, shall not be capable of assignment unless the written consent of the School Board and the Town is obtained.

ARTICLE XIX

Merger

This Agreement constitutes a final written expression of all terms of this Agreement and is a complete and exclusive statement of those terms.

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed by their duly authorized officers on the date written above.

BOARD OF EDUCATION, MONROE-
WOODBURY CENTRAL SCHOOL
DISTRICT

President of the Board of Education

Elsie Rodriguez
Superintendent of Schools

TOWN OF WOODBURY

Frank Palermo
Supervisor

WOODBURY POLICE DEPARTMENT

Kevin Watson
Chief of Police