

AGREEMENT BETWEEN
THE BOARD OF EDUCATION OF THE MONROE-WOODBURY CENTRAL
SCHOOL DISTRICT
and
THE TOWN OF WOODBURY
for
THE PART TIME SCHOOL RESOURCE OFFICER PROGRAM

This agreement is made and entered on the _____ day of _____, 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 school 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, the School Board and the Town have entered into a separate Inter Municipal Agreement for a Resource Officer Program; and

WHEREAS, the School Board and Town agree that the School Resource Officer Program currently in place has provided outstanding benefits of to the citizens of the Town of Woodbury and particularly to the students of the Monroe-Woodbury School District; and

WHEREAS, the School Board and the Town wish to continue the existing Part Time School Resource Officer Program, as it is in the best interests of the School Board and the citizens of the Town of Woodbury to continue the program;

NOW, THEREFORE, IT IS AGREED as follows:

ARTICLE I
Term of Agreement

This Inter-Municipal Agreement shall be in effect for the term commencing on September __, 2020 through August 31, 2021. 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 Part Time School Resource Officer (hereinafter "SRO" or, collectively "SROs") 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 Part Time School Resource Officer (hereinafter referred to as "SRO") as follows:

A. Number of Part Time School Resource Officers

The Town shall appoint (hire) six (6) part time police officers to act as Part Time School Resource Officers ("SROs") to fulfill the School Board's needs to properly staff the Part Time School Resource Officer Program, as further described herein.

In addition to the obligations of the parties pursuant to the existing School Resource Officer Program, pursuant to this agreement, the Chief shall assign six (6) Part Time SROs to the middle and elementary schools of the Monroe-Woodbury School District located within the Town of Woodbury, including the Monroe-Woodbury Middle School, Middle School, Central Valley Elementary School and Smith Clove Elementary, Monday through Friday, each week.

B. Training of Part Time School Resource Officers

The Part Time SROs shall complete a course of specialized training, i.e., the "SRO Academy", and the School District shall reimburse the Town for the cost of such training in accordance with Schedule A annexed to this Agreement.

C. Regular Duty Hours of Part Time School Resource Officers

1. The Part Time SROs shall be assigned to the school(s) on those days and during those hours that school is in session and/or when needed to provide police services at assemblies and events, including, but not limited to, athletic activities, prom, graduation ceremonies and the like, to be specified by the School Board, and subject to the availability of the SROs, which shall be consistent with the contract between the Town and the Police Benevolent Association (PBA). The parties understand and agree that the School District does not require the services of the Part Time SROs on Mondays during the 2020-2021 school year. Before the start of each semester, the regular hours and schedule of the Part Time SROs shall be agreed upon by the Superintendent and Chief of Police. In the event of an emergency or urgent need by the District, a Part Time 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 Part Time SROs 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 an assigned officer is absent or on leave for more than five (5) consecutive school days, and the Chief is unable to fill the required Part Time SRO shift, 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 Part Time SRO or his/her replacement working in the capacity of the Part Time SRO.

D. Duties of Part Time School Resource Officers

The following duties to be performed at the school by the Part Time SROs 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. Each Part Time 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. Each Part Time SRO shall take law enforcement action as required. As soon as practicable, the Part Time SRO shall make the principal of the school aware of such action. At the principal's request, the Part Time 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 Part Time SRO may do so under the authority of the law. When possible, the Part Time SRO shall advise the principal before requesting additional police assistance to the campus.
3. Each Part Time SRO shall conduct investigations of criminal or delinquent activity according to established police department policy and procedures.
4. Each Part Time 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. Each Part Time SRO shall testify in court, and at school related hearings or proceedings, as needed.
6. Each Part Time 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. Each Part Time SRO shall complete any and all reports required by the Police Department in a timely and accurate manner.

8. Each Part Time 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. Each Part Time SRO shall recommend measures to protect school and personal property from damage and theft.
10. Each Part Time SRO shall assist school personnel with emergencies and in an emergency may be directed to assist at another building.
11. Each Part Time 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. Each Part Time SRO shall assist the principal and/or the Central Administration on matters dealing with the enforcement of child custody orders or domestic violence restraining orders.
13. Each Part Time SRO shall assist the principal and/or the Central Administration on matters dealing with the proper handling and security of money, personal possessions and valuable property.
14. Each Part Time 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. Each Part Time SRO shall make referrals to such agencies when necessary thereby acting as a resource to the students, faculty and staff of the school.
15. Each Part Time SRO shall make himself/herself available for conferences with administrators, 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, each Part Time SRO shall attend parent/faculty meetings to solicit support and understanding of the program.
17. Each Part Time SRO shall assist the principal in developing plans and strategies to prevent and/or minimize dangerous situations, which may result from student unrest.
18. Each Part Time 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. Part Time SRO(s) 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 a Part Time SRO and the Part Time SRO shall then determine whether law enforcement action is appropriate. Part Time 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, a Part Time SRO may assist the school until the problem is solved.
20. Each Part Time SRO shall assist with Megan's Law notifications received by the school, as mandated by the New York State Sexual Offenders Registration Law.
 21. Each Part Time SRO may give assistance to other police officers in matters regarding his/her school assignment, whenever necessary. The Part Time SRO may, when requested, participate in or attend school functions, with the approval of the Chief of Police.
 22. Each Part Time 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. Each Part Time 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. Each Part Time SRO shall serve at all times as a role model to students by demonstrating appropriate attitudes, behavior, courtesy and respect.
 25. Part Time SRO(s) shall not be requested to participate in student searches conducted by school officials. However, officers may conduct searches under circumstances where a search by law enforcement is permitted by law.
 26. Part Time SROs shall comply with all School District policies, procedures including health and safety protocols related to the prevention of the spread of COVID-19.

ARTICLE III

Initial Outfitting of Part Time SROs with Uniforms and Equipment

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. The School Board shall reimburse the Town for the cost of the initial outfitting of the Part Time SROs assigned to the District pursuant to this Agreement with uniforms and equipment (including boots, the cost of which varies), in accordance with Schedule A annexed to this agreement. Should it become necessary for the Town to appoint (hire) additional Part Time SROs to meet its obligations under this Agreement, the School Board shall reimburse the Town for the cost of outfitting that/those additional SRO(s) in accordance with Schedule A annexed hereto. In the event the appointment (hiring) of additional Part Time SROs is necessary, the Town will reuse uniforms and/or equipment, to the extent practicable, already purchased by the Town during the initial outfitting of the Part Time SROs assigned to the District under this Agreement.

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 Part Time SROs the following materials and facilities, which are deemed necessary to the performance of the Part Time 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.
- E. Access and use of lockers for use during their shift.

ARTICLE VI
Transporting Students

It is agreed that Part Time SRO(s) 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 District or the school resource officer or his/her supervisor.
- C. If circumstances require that a Part Time 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 Part Time 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. Part Time SRO(s) shall not transport students in their own personal vehicle.
- F. Part Time SRO(s) shall notify the school principal before removing a student from campus. Removal shall not occur over the objection of the principal, unless the Part Time SRO believes that the student has committed a criminal act.

ARTICLE VII
Controlled Substances

- A. School officials shall notify a Part Time 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 a Part Time 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 Part Time SRO shall be notified and the Part Time SRO should file a juvenile petition or seek a criminal warrant at the discretion of the Part Time SRO.

ARTICLE VIII
Access to Educational Records

- A. School officials shall allow the Part Time SRO(s) 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 Part Time SRO(s) 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 Part Time School Resource Officer

Each Part Time School Resource Officer shall remain employees of the Town of Woodbury, and shall not be employees 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

Payment for the Part Time School Resource Officer Program

A. In consideration of the services to be provided to the School District by the Town, the School District agrees to pay \$37.00 for each hour that the Town provides a Part Time SRO to the School District from the commencement of this agreement through December 31, 2020. Beginning January 1, 2021 through August 31, 2021, the School District agrees to pay \$39.00 for each hour that the Town provides a Part Time SRO to the School District.

B. The parties understand and agree that services shall not be required on each Monday of the 2020-2021 school day when instruction is delivered to students virtually. In the event that the School District is closed due to the COVID-19 pandemic and such closure renders the services of the Part Time SROs unneeded, the School District shall have the right to suspend this agreement upon three days' prior notice and shall only be responsible to pay the Town for any services rendered through the effective date of suspension.

C. To the extent not already included in the hourly rates as stated in section X(A) above, the School District shall reimburse the Town for all costs, fees, taxes, expenses and other amounts associated with the salary and benefit expenses of the Part Time SROs, including, but not limited to, employer-paid taxes, FICA and MTA taxes, costs incurred or payments made by virtue any injury to person by virtue of General Municipal Law 207-c or like statutes and programs.

D. In addition, and in the event the School District's closure due to COVID-19 pandemic results in layoffs, the School District shall pay to the Town the cost of any unemployment benefits or payments for each Part Time SRO assigned to the School District whose employment is terminated as a result of the District's closure. This sentence will survive the suspension of the Agreement in the event that the School District terminates this Agreement in accordance with this Article.

E. The Town shall provide the School Board with monthly invoices for such services which invoices shall include the hourly rate which rate shall be itemized and detailed for all individuals providing services to the School District pursuant to this agreement. The School District shall pay said invoices within thirty (30) days of receipt of invoice after audit and adjustment of said invoices.

ARTICLE XI
Appointment of Part Time 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 Part Time School Resource Officers. This panel shall meet as necessary to conduct oral examinations of Part Time SRO applicants.
- B. Part Time SRO applicants must meet the following requirements:
 - 1. The applicant must be a volunteer for the position of Part Time 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
Part Time School Resource Officer Replacement

- A. In the event the principal of the school to which a Part Time SRO is assigned feels that the particular Part Time SRO is not effectively performing his or her duties and responsibilities, the principal shall recommend to the Superintendent of Schools that the Part Time 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 Part Time SRO to mediate or resolve any problems that may exist. At such meeting, specified members of the staff of the school to which the Part Time 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 Part Time SRO shall be removed from the program at the school and a replacement shall be obtained.
- B. The Chief may dismiss or reassign a Part Time 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 a Part Time SRO, the Chief shall provide a temporary replacement for the Part Time 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 Part Time SRO position. The School District shall only be responsible for payment to the Town for actual hours worked by the Part Time 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. The School District, its Board, employees and volunteers, are named as an Additional Insured on a primary and non-contributory basis for both ongoing operations (CG 20 38 or equivalent) and completed operations (CG 20 37). Excess Coverage follows form. A Waiver of Subrogation is granted in favor of the Additional Insured.

- 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 performance of the duties by the Part Time SROs in connection with their participation in the Part Time 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, 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 performance of duties by the School Board in connection with their participation in the Part Time 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 Part Time SRO assigned to that school.

ARTICLE XV
Termination of Agreement

This Agreement may be terminated without cause by either party upon ninety (90) days' written notice, except as otherwise provided for in Article X herein. In the event this Agreement is terminated, compensation will be made to the Town for all 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.

(Signature Page to Follow)

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 J. Palermo
Supervisor

WOODBURY POLICE DEPARTMENT

Kevin Watson
Chief of Police

SCHEDULE A

See attached.

Schedule A

NEW POLICE OFFICER UNIFORM - SRO

| ITEM | DESCRIPTION | COST | PURCHASE FROM |
|----------------|--|---------------|-------------------|
| | | <u>x1 SRO</u> | |
| Daily Uniform | 3 Long Sleeve | \$ 225.00 | Alfis New Windsor |
| | 3 Short Sleeve | \$ 225.00 | |
| | 3 Pants | \$ 177.00 | (\$59 ea.) |
| Vest Outer | Federal Eastern | \$ 185.00 | 2019 price |
| Vest Inner | Federal Eastern | \$ 844.00 | 2019 price |
| Taser Holder | holder | \$ 175.00 | Galls |
| Duty Boots | daily boots | \$ 120.00 | optional |
| Defense Holde | Mace | \$ 24.00 | Galls |
| Sentry Baton | 21' baton | \$ 53.99 | Galls |
| Cuff Case | hand cuff case | \$ 36.00 | Galls |
| Duty Belt | Buckless | \$ 70.00 | Galls |
| Trouser Belt | Trouser Pants | \$ 29.00 | Galls |
| Belt | Plastic belt holder | \$ 20.00 | Galls |
| Flashlight | holder | \$ 15.00 | Galls |
| Flashlight | Stringer LED | \$ 150.00 | Galls |
| Magazine | Bullet holder | \$ 40.00 | Galls |
| Keepers | Belt Keepers Covers | \$ 12.00 | Galls |
| Holster | Weapon Holster Sig Sauer | \$ 202.00 | Galls |
| Weapon | P226 Duty Weapon 9 MM | \$ 645.00 | Sig Sauer |
| Long Weapon | AR-15 ** | \$ 591.00 | Colt |
| Taser | actual taser unit | \$ 1,300.00 | Axon |
| Locker | 6Ft-24 inch to be placed at school | \$ 675.00 | Lockers.com |
| SRO Training | Initial Training Est. | \$ 1,295.00 | |
| Police Shields | 2 Shields | \$ 206.00 | Sunbadge |
| Misc. | Misc. Items, replacement items, damaged items, etc. through out the year | \$ 500.00 | Vendors |

** Total cost will be \$ 1,182.00 for one AR-15.
 Each school will have one per school
 3 schools total cost of the AR-15 is \$ 3,546.00
 (per officer \$591.00)

\$ 7,814.99

DOES NOT INCLUDING ALTERATIONS ON UNIFORMS