

AGREEMENT

THIS AGREEMENT is entered into this 14th day of August 2018, between the Town of Vestal, hereinafter referred to as "Town" and the Vestal Central School District, hereinafter referred to as "District".

Nothing in this agreement should be construed as limiting or impeding the basic spirit of cooperation, which exists between the participating entities, listed above.

PURPOSE

This agreement establishes and delineates the mission of the School Resource Officer Program, herein referred to as the SRO Program, as a joint cooperative effort. Additionally, the agreement formalizes relationships between the participating entities in order to foster an efficient and cohesive program that will build a positive relationship between Police Officers and the youth of our community in addition to reducing crime committed by juveniles and young adults.

MISSION

The mission of the SRO Program is the reduction and prevention of school related violence and crime committed by juveniles and young adults. This is accomplished by assigning Police Officers to school facilities on a permanent basis. The SRO Program accomplishes this mission by creating and maintaining safe, secure and orderly learning environments for students, teachers and staff. The SROs will serve as a positive role model to instill in students good moral standards, good judgment and discretion, respect for other students, and a sincere concern for the school community. The SROs will promote citizen awareness of the law to enable students to become better-informed and effective citizens, while empowering students with the knowledge of law enforcement efforts and obligations regarding enforcement as well as consequences for violations of the law. The SROs will serve as a confidential source of counseling for students and parents concerning problems they face as well as providing information on community resources available to them. Goals and objectives will be designed to develop and enhance rapport between youth, police officers, school administrators and parents.

Goals of the SRO Program are:

- To foster educational programs and activities that will increase students' knowledge of and respect for the law and the function of law enforcement agencies;
- To encourage the SROs to attend extra-curricular activities held at schools, when possible, such as PTA meetings, athletic events and concerts;
- To act swiftly and cooperatively when responding to major disruptions and flagrant criminal offenses at school, such as: disorderly conduct by trespassers, the possession and use of weapons on campus, the illegal sale and/or distribution of controlled substances, and riots;
- To report serious crimes that occur on campus and to cooperate with the law enforcement officials in their investigation of crimes that occur at school;
- To cooperate with law enforcement officials in their investigations of criminal offenses which occur off campus; and
- To encourage SROs to provide traffic control at schools when deemed necessary for the safety and protection of students and the general public when regular patrol officers are not available.

TERMS OF THE AGREEMENT

For and in consideration of the mutual promises, terms, covenants, and conditions set forth herein, the parties agree as follows:

1. **Assignment of Officers** – The Town of Vestal Police Department agrees to assign two police Officers to provide law enforcement services for five days each week as the Vestal Police schedule permits. One Officer will be primarily assigned to the Vestal High School and the second Officer primarily at the Vestal Middle School. As needed, one or both Officers may be requested to provide coverage at other District buildings. The police officer will work with school personnel in providing alcohol and other drug education, maintaining a safe campus environment, serving as law enforcement, problem solving resource person, and providing the appropriate response regarding on-campus related criminal activity.
2. **Term** – The term of the agreement shall be from September 1, 2018 until June 30, 2019, with SRO coverage based on the academic calendar adopted by the District. Coverage will be provided for days in which students are in attendance. The term may be mutually extended by the parties as they deem appropriate. During days that schools are not in session, the Officers shall perform regular police duties at a duty station as determined by the Vestal Police Department. The Vestal Central School District is to pay for 37 weeks (based on 184 student attendance days) at a cost of \$106,518.00 for two resource officers. The Town of Vestal will pay benefits and the balance of the officer's yearly salary. The Officers will be assigned to the Town when he/she is not on duty at the school. The Officers will be available to respond to emergency situations as needed via order of the Officer in charge. Said \$106,518.00 shall be payable by the District to the Town in 4 monthly installments of \$10,494.00 for September through December 2018 followed by 6 monthly installments of \$10,757.00 January through June 2019. In the event that the officers' salary changes due to changes in the collective bargaining agreement between the Town and the PBA, said amount payable by the District to the Town shall be adjusted to reflect any increase in the officers' base salary.
3. **Termination** - This agreement may be terminated without cause by either party upon 30 days prior to written notice.
4. **Relationship of Parties** – The police officers assigned to the District shall be considered to be an employee of the Town and shall be subject to its control and supervision. The assigned officers will be subject to current procedures in effect for Vestal Police Officers, including attendance at all mandated training and testing to maintain state law enforcement officer certification. This Agreement is not intended to and will not constitute, create, give rise to, or otherwise recognize a joint venture, partnership, or formal business association or organization of any kind between the parties and the rights and obligations of the parties shall be only those expressly set forth in this agreement. The parties agree that no person supplied by the District to accomplish the goals of this agreement is a Town employee and that no rights under the town Civil Service, retirement, or personnel rules accrue such person.
5. **Consideration** – The SRO's weekly district schedule will be mutually agreed upon in consultation with the principal of the school the SRO is assigned to. The SRO may be asked to attend afternoon or evening events in lieu of or in addition to regular day duty. The District

understands that any assignments in excess of the Officers' regular weekly hours will be an additional cost to the District.

6. SROs Responsibilities – The SROs assigned to the District shall:

6.1 Provide a program of law and education-related issues to the school community, including parents, on such topics as: tobacco, alcohol, and other drug issues in the school community.

6.2 Act as a communication liaison with law enforcement agencies; providing basic information concerning students on campuses served by the officers.

6.3 Provide informational in-services and be a general resource for the staff on issues related to alcohol and other drugs, violence prevention, gangs, safety and security.

6.4 The SROs will gather information regarding potential problems such as criminal activity, gang activity and student unrest, and attempt to identify particular individuals who may be a disruptive influence to the school and/or students.

6.5 When a crime occurs, the SROs will take the appropriate steps consistent with a New York State law enforcement officer's duties.

6.6 The SROs will present education programs to students and school staff on topics agreed upon by both parties.

6.7 The SROs will refer students and/or their families to the appropriate agencies for assistance when a need is determined.

6.8 Unless in the SRO's opinion circumstances prevent it, the SROs will attempt to advise the school principal prior to taking legal action, subject to the Officer's duties under the law.

6.9 The SRO shall not act as a school disciplinarian, nor make recommendations regarding school discipline. The SROs will not be used for regularly assigned lunchroom duties, as regular hall monitors, bus duties, or other monitoring duties. If there is an unusual temporary problem in one of these areas, the SROs may assist District employees until the problem is solved.

6.10 The SROs will wear a full police uniform while on duty unless directed otherwise by his or her immediate supervisor.

7. Time and Place of Performance – The Town will endeavor to have the SRO available for duty five days per week as the Vestal Police Department schedule permits at the Vestal High School, Vestal Middle School and District buildings as needed. The Town is not required to furnish substitute officers on days when the SRO is absent due to illness or Police Department requirements. The SRO's activities will be primarily based at his or her assigned school grounds except for:

- 7.1 Follow up home visits when needed as a result of school related student problems.
- 7.2 School related off-campus activities when SROs' participation is requested by the principal.
- 7.3 In response to off-campus, but school-related activity.
- 7.4 In response to emergency police activities.
- 7.5 District administrative request for coverage or presence at other District buildings.

8. District Responsibilities – District will provide the SROs offices and such equipment as is necessary at his/her assigned schools. This equipment shall include a telephone and filing space capable of being secured and access to a computer.

Dated: 8/14/18

VESTAL CENTRAL SCHOOL DISTRICT

By: _____
Vice President, Board of Education

Dated: _____, 2018

TOWN OF VESTAL

By: _____
John Schaffer, Town Supervisor