

**MUNICIPAL COOPERATION AGREEMENT
BETWEEN THE
HOMER VILLAGE BOARD
AND THE HOMER CENTRAL SCHOOL DISTRICT
FOR A SCHOOL RESOURCE OFFICER**

This Agreement is made this ____ day of August 2012 by and between the Homer School District (the "School District") with its principal office at 80 South West Avenue, Homer, NY 13077 and the Village of Homer (the "Village") with its principal office at 53 South Main Street, Homer, NY 13077.

WITNESSETH:

WHEREAS, the Homer Central School District desires to obtain a School Resource Officer (SRO) program, to develop a strong, supportive relationship between students, faculty and law enforcement in order to deter criminal behavior and maintain a safe learning environment; and

WHEREAS, the Village of Homer desires to provide School Resource Officer services to the School District and;

WHEREAS, it is in the best interest of the citizens of Homer and the School District to have said program; and

WHEREAS, the School District has agreed to reimburse the Village for seventy percent (70 %) of the expense of the program;

Now, THEREFORE, it is mutually agreed by and between the parties as follows:

Term:

1. The term of this agreement shall commence September 4, 2012 and terminate June 30, 2013.

Eligibility and Appointment:

2. The School Resource Officer shall be a sworn Village Police Officer employed by the Village and also employed by the School District, with both being part-time employers limited to one thousand forty (1,040) hours of employment per year for each employer.
3. If there is a need to replace an officer or a desire to employ the services of multiple officers in the program, the School District shall participate in the selection of the SRO(s) and shall be offered the opportunity to interview all applicants if so desired.
4. The School District shall require the services of the SRO for one thousand four hundred (1,400) hours worked per year for a one hundred eighty-five (185) day of work per year;

thereby leaving the Village the use of six hundred eighty hours (680) for assignment of the SRO to Village Police Department duties.

The Village and the School District shall jointly share hiring authority:

5. The Village Police Department reserves the authority to periodically monitor and evaluate the performance of the SRO(s) and, if necessary initiate remedial measures to correct deficiencies or improve performances. Input from the School Administration will be considered in such process.

Funding and Compensation:

6. It is agreed that the SRO is classified as a non-exempt position for purposes of wages and hours under the Fair Labor Standards Act (FLSA). As such, the agreed upon hourly rate for the SRO will be twenty-eight and 58/100 dollars per hour (\$ 28.58 / hr.), which equates to an annual rate of forty thousand dollars per year (\$ 40,000 / *annum*) based upon one thousand four hundred (1,400) hours worked per year for a one hundred eighty-five (185) day of work per year.
7. The School District agrees to pay the SRO through its employee payroll, the equivalent of seventy percent (70 %), or fifty thousand dollars (\$ 50,000) through grant funding, of the total annual compensation due to the SRO, with the Village paying the SRO the other thirty percent (30 %), or twelve thousand five hundred thirty dollars (\$ 12,530), of the total annual compensation for the total one thousand four hundred (1,400) annual hours worked by the SRO on behalf of the School District.
8. The School District will also pay one-half the total for FICA, Workers Compensation and State Employee Retirement System costs and will allow the SRO to have access to the School District's health insurance coverage paying seventy percent (70 %) of the cost; with the SRO paying the remaining thirty percent (30 %) of the annual premium costs, if he/she elects coverage.
9. It is agreed between the parties that the first year annual maximum total cost to the School District for all wages, FICA, ERS, Workers Compensation and Health Insurance costs will not exceed fifty thousand dollars (\$ 50,000).
10. The Village will issue an invoice to the School District in December and May for the balance of the amount paid for payroll, FICA, ERS, Workers Compensation, and insurance that comprises the difference between the respective shares for the compensation of the SRO position as agreed hereto.
11. In recognition of the value to the Village Police Department of having the SRO serving at the school, the Village will not request for reimbursement from the School District for the expense of providing the SRO with the use of a police vehicle or any other costs associated with the SRO Program, other than what is described in this agreement with a maximum first year cost to the School District of fifty thousand dollars (\$ 50,000).

12. The Village and the School District will provide each other with any and all information regarding costs and payroll for the SRO upon request.
13. The SRO's hours worked on behalf of the School District will not exceed one thousand four hundred hours per year (1,400 / *annum*) from September 1 through June 30, in any year this agreement may be in effect.

Day-to-Day Operation During the School Year:

14. The SRO shall act as educator, counselor and police officer.
15. The SRO shall coordinate all his/her activities with the principal and staff members concerned and will seek advice, guidance and permission from the school administration prior to enacting any program within the school.
16. The SRO shall on a daily basis, during his/her regularly scheduled hours, confer with the Village Chief of Police regarding current police activities. The SRO is anticipated to work an average of seven hours and six minutes per day (7.1 hrs / day), the scheduling of said hours can be made flexible-time, at the discretion of the Superintendent of Schools, or her designee, as is necessary to accommodate the need for the SRO to be present at school events occurring outside the regularly scheduled school day (*i.e.*, 8:00 a.m. – 3:00 p.m.).
17. The SRO's regular working hours may be adjusted, on a situational basis, with consent of the school administration.
18. When appropriate and authorized by the Village Chief of Police, the SRO may keep the school Principal and/or Superintendent of Schools informed of the nature of any investigation of any alleged criminal activities involving students, employees, teachers or third parties that have allegedly occurred upon school grounds.
19. On a weekly basis, the SRO shall submit a written summary of his/her activities for a specific week. The summary shall be e-mailed to the office High School Principal and the Village Chief of Police.

Reporting Senior:

20. The SRO, in the exercise of police powers and in exercising law enforcement functions shall consider the Village Chief of Police as his/her reporting senior. In matters related to all other work functions, particularly as such relates to pedagogical functions of the position, the SRO shall consider the Superintendent of Schools, or her designee, as his/her reporting senior. As the services of the SRO are highly visible and shared between two governmental agencies, as to administrative matters attendant to the position

of SRO he/she shall consider the Mayor, or her designee, as his/her reporting senior.

Training:

21. The Village Police Department shall provide the training considered by the Police Department as necessary to maintain the skills and knowledge of the SRO(s) in the capacity of a Police Officer. Scheduling of training and/or conferences during the school year shall be coordinated between the school administration and the police supervisor prior to the attendance by the SRO at training.

Village of Homer

Homer Central School District

By: _____
Genevieve Suits,
Mayor of the Village of Homer

By: _____
Nancy S. Ruscio,
Superintendent of Schools