

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

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This Agreement is made this \_\_\_\_ day of \_\_\_\_\_ 2014 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 1, 2014 and terminate June 30, 2016. This is contingent on the yearly budget approval of both the school district and the Village Board.

**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), 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 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 cost, if he/she elects coverage.

9. It is agreed between parties that the 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 and 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 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 effect.

**Day-to-Day Operation During the School Year:**

14. The SRO shall wear the appropriate uniform of the Village of Homer Police Department during working hours unless otherwise approved by a supervisor of the Homer Police Department.
15. The SRO shall act as educator, counselor and police officer.
16. The SRO shall take law enforcement action as required to protect the immediate safety of others or property. The SRO will need to make a conscious effort to decide the best time to act on / and or address an issue, so as to not interfere with school operations. Some things can wait so that school functions are not interrupted. Sound judgment needs to be demonstrated and as soon as practical, the SRO shall make the superintendent/ principal of the school aware of such action. At the superintendents/ principals request, the SRO shall take appropriate law enforcement action against intruders and unwanted visitors who may appear at the school and related school functions, to the extent the SRO may do so under the authority of law.

17. 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.
18. 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, and the Village Chief of Police, 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.).
19. The SRO will be expected to participate in school functions such as athletic events, dances, or other school sponsored events when the Superintendent, or her designee and the Village Chief of Police agree the SRO attendance is advantageous.
20. The SRO's regular working hours may be adjusted, on a situational basis, with consent of the school administration and the Village Chief of Police.
21. 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.
22. The SRO shall maintain a detailed and accurate record of the operation of the School resource Officer Program. This will be documented on the SRO's daily activity log.
23. The SRO shall keep documentation of all in office counseling sessions.
24. On a monthly basis, the SRO shall submit a written summary of his/her activities for a specific month. The summary shall be e-mailed to the office High School Principal and the Village Chief of Police.

**SRO Employer:**

25. The SRO, being an employee of the Village of Homer Police Department, shall consider the Village of Homer Police Chief as his reporting senior. However, in matters related to the Homer Central School District, the SRO duties and 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, the SRO shall always consider the Village of Homer Police Chief as his/her supervisor. The SRO shall abide by the policies of the Homer Central School District when they are not in conflict with the policy and procedures of the Village of Homer Police Department.

**Training:**

26. 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 Village Chief of Police prior to the attendance by the SRO at training.

**The Homer Central School District agrees to:**

1. Notify the SRO of any crime (Misdemeanor or Felony) that has been committed on or near school property or of any intelligence that a crime may be committed on or near school property as soon as possible, and to cooperate with any investigation if necessary;
2. Notify the SRO of any searches on school grounds that may lead to criminal charges;
3. Coordinate regular meetings with the SRO and the police department administration so as to maintain open lines of communication;
4. Notify the SRO of any student who has been suspended from school, whether In School Suspension or Out of School Suspension;
5. Allow the SRO access to all school functions, including classroom activities, as long as the SRO's presence does not interrupt the educational process.

**Village of Homer**

**Homer Central School District**

By: \_\_\_\_\_  
Genevieve Suits,  
Mayor of the Village of Homer

By: \_\_\_\_\_  
Nancy S. Ruscio,  
Superintendent of Schools