

SCHOOL RESOURCE OFFICER AGREEMENT

THIS AGREEMENT, made by and between the HOMER CENTRAL SCHOOL DISTRICT, with its principal office at 80 South West Avenue, Homer, New York 13077, ("School District") and the VILLAGE OF HOMER, a municipal corporation with offices located at 53 South Main Street, Homer, New York 13077 ("Village").

WHEREAS, New York General Municipal Law Article 5-G authorizes local government bodies to contract with each other to provide services; and

WHEREAS, School District has a need for the placement of a School Resource Officer (SRO) to provide increased security and to foster educational programs and activities that will increase students' knowledge of and respect for the law and the function of law enforcement agencies; and

WHEREAS, the parties herein have previously entered into an agreement to provide police officers on the Schools' premises as SROs; and

WHEREAS, the parties herein find it to be in their best interest to continue the use of police officers as SROs for the School District for a mutually agreeable term;

NOW, THEREFORE, in consideration of the above recitals and the covenants contained herein, the parties hereto agree as follows:

1. **Assignment of SROs.** The Village agrees to assign one (1) police officer to serve as SRO while school is in session beginning on or about Oct 1, 2015 and continuing through June 30, 2016. The SRO shall be properly trained by the Village and assigned by the Chief of Police of the Village of Homer.

The SRO shall remain under the supervision of the Chief of Police and/or his designee and shall not be considered as an employee of the School District for any purpose. To the extent possible based upon the Village's legal obligations, the Chief of Police shall consider input from

School District relative to the assignment and/or placement of the SRO, but the Chief shall retain complete authority over those decisions. The SRO shall coordinate and communicate with the Superintendent of the School District and Principals of the school(s) to which he/she is assigned relative to the performance of his/her duties.

2. Cost. The full cost of the SRO for the term of this agreement shall be Thirty Two Thousand and Five Hundred Dollars (\$32,500.00) , including training, assignment, wages and benefits (Social Security, Medicare, taxes, retirement contributions, workers compensation insurance, unemployment insurance, health insurance, sick and holiday leave) shall be paid by the Village. The School District agrees to reimburse the Village in the following manner:

(a) Sixteen Thousand, two hundred and fifty Dollars (\$16,250.00) on or before December 1, 2015 ; and

(b) Sixteen Thousand, two hundred and fifty Dollars (\$16,250.00) on or before June 1, 2016.

3. Duties and Responsibilities. The parties herein agree that the primary responsibility of the SRO shall be to provide additional security on School District property. Any additional duties shall be agreed upon by the Superintendent of Schools and Chief of Police, subject to the parties' respective legal and contractual obligations and approval of legal counsel. Generally, the duties of the SRO shall include, but not be limited to, the following:

(a) Assist in the security and safety of all students, staff and visitors on the premises of the School District;

(b) Assist in protecting school property and maintain order in and around school sites;

(c) Enforce New York State or local laws, rules and regulations;

(d) To be a resource for teachers, parents and administrators; and

(e) Provide intervention between students and/or staff using appropriate techniques to

calm and control situations.

The SRO shall maintain a daily activity sheet of all work and services performed as SRO in addition to any daily activity log the SRO is required to maintain for the Village Police Department.

4. Hours of Work. The SRO shall be available to work for the School District for forty (40) hours each week during the school year. The weekly hours will generally be from 3:00 p.m. to 11:00 p.m. Monday through Friday. However, the hours that the SRO is available for the School District shall be flexible to accommodate the need for the SRO to be present at school events which occur outside the regularly scheduled school day. The SRO will be expected to participate in school sponsored events. The actual hours of work of the SRO will be the responsibility of the Chief of Police of the Village with input from the School District.

5. Term. This Agreement shall be effective as of Oct. 1, 2015 and terminate on June 30, 2016.

6. Termination.

(a) The Village agrees to notify the School District of any retirements or other personnel changes within the Police Department that will impact its ability to assign a police officer to serve as an SRO for the School District during the term of this Agreement.

(b) The School District may terminate this Agreement on thirty (30) days prior written notice to the Village for whatever reason. In the event of such termination by the School District, the School District shall remain responsible for its proportionate share of the cost of the SRO prior to termination of this Agreement.

(c) The Village may terminate this Agreement on thirty (30) days prior written notice to the School District for whatever reason. In the event of such termination by the Village, the

Village shall refund the prepaid proportionate share of the cost of the SRO prior to termination of this Agreement.

7. Notices. All notices, demands and requests required under this Agreement shall be in writing. All such notices, demands and requests shall be deemed to have been properly given if delivered personally or sent by United States certified mail, postage prepaid, or by prepaid, overnight delivery service, addressed to the Village and/or School District as follows:

Village: Village of Homer
Attn: Genevieve Suits, Mayor
53 South Main Street
Homer, New York 13077

School District: Homer Central School
Attn: Nancy S. Ruscio, Superintendent
80 South West Avenue
Homer, New York 13077

8. Hold Harmless. The School District shall hold the Village and the SRO harmless from any action, suit or claim that arises from the reasonable performances of duties by the designee's officer as a School Resource Officer. Likewise, the Village shall hold the School District harmless from any action, suit or claim that arises from reasonable performances of duties by any employee of the School District.

9. Miscellaneous.

(a) **Captions.** The captions of this Agreement are for convenience and reference only and in no way define, limit or describe the scope or intent of this Agreement.

(b) **Governing Law.** The governing law of this Agreement shall be construed and enforced in accordance with the laws of the State of New York.

(c) **Entire Agreement.** Upon the execution and delivery hereof, this instrument shall constitute the entire agreement between the parties. This Agreement cannot be changed

orally, but only by an agreement in writing and signed by the party against whom enforcement of any waiver, change, modification or discharge is sought.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement as of the day and year first above written.

Dated: _____, 2015

HOMER CENTRAL SCHOOL DISTRICT

By: _____
Nancy S. Ruscio, Superintendent

Dated: _____, 2015

VILLAGE OF HOMER

By: _____
Genevieve Suits, Mayor