

## **SCHOOL RESOURCE OFFICER AGREEMENT**

**THIS AGREEMENT**, made by and between the HOMER CENTRAL SCHOOL DISTRICT, with its principal office at 80 South West Road, 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 School Resource Officers (SRO’s) 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 SRO’s; and

**WHEREAS**, the parties herein find it to be in their best interest to continue the use of police officers as SRO’s 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 SRO’s.** The Village agrees to assign two (2) police officers to serve as SRO’s while school is in session beginning on or about September 1, 2017 and continuing through June 30, 2018. Each SRO shall be properly trained by the Village and assigned by the Chief of Police of the Village of Homer.

Each 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 each SRO, but the Chief shall retain complete authority over those decisions. Each 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 each SRO for the term of this agreement shall be Thirty Two Thousand 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, 2017 for each SRO; and

(b.) Sixteen Thousand Two Hundred and Fifty Dollars (\$16,250.00) on or before June 1, 2018 for each SRO.

**Wages.** Each SRO shall receive wages in the annual rate of Thirty Thousand Dollars (\$30,000.00/annually). Wages to be paid to each SRO by the Village in equal increments, on a bi-weekly schedule, between September 1, 2017 and June 30, 2018 in harmony with the Villages existing pay schedule. In the unforeseen event of absence by an SRO beyond the terms agreed upon in this agreement the wages of such SRO shall be pro-rated at an amount equal to twenty-one and 97/100 dollars per hour (\$21.97 / hr.).

**3. Duties and Responsibilities.** The parties herein agree that the primary responsibility of SRO's 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's 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.

Each SRO shall maintain a daily activity sheet of all work and services performed as SRO. This will be documented on the SRO's daily activity log as required and maintained for and by the Village Police Department.

**4. Hours of Work.** Each SRO shall be available to work for the School District for up to One Hundred Eighty Two (182) Student Days as scheduled and posted on the Homer Central School District 2017-2018 Calendar. SRO's shall work on days which students are in attendance. Each SRO shall work seven hours and thirty minutes per day (7.5 hrs/day). The daily hours will generally be from 7:30a.m. to 3:00p.m. Student School Days for one SRO and from 2:30p.m. to 10:00pm. Student

School Days for the second SRO. However, the hours that each SRO is available for the School District shall be flexible to accommodate the need for each SRO to be present at school events which occur outside the regularly scheduled school day.

Each SRO will be expected to participate in school sponsored events. The hours that each SRO is available for the School District shall also be flexible to accommodate the need for each SRO to attend training and/or conferences. The actual hours of work for each SRO will be the responsibility of the Chief of Police of the Village with input from the School District.

(a.) **Absence.** Each SRO shall be allowed forty-five hours (45) of absence with full pay per year for personal illness, illness in the SRO's or SRO's spouse's immediate family, personal days or vacation days.

(b.) **Bereavement.** Each SRO shall be allowed up to five (5) days of absence with full pay for each event of death in the immediate family. Immediate family shall be defined as: husband, wife, son, daughter, mother, father, sister, brother, or significant other. Each SRO shall be allowed up to three (3) days of absence with full pay for each death of an aunt or uncle by blood, grandparents, step-parents, mother and father-in-law, brother and sister-in-law, son or daughter-in-law, grandchild, or other person residing within the immediate household.

**5. Term.** This agreement shall be effective as of September 1, 2017 and terminate on June 30, 2018.

**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 each 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 each 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: Darren McCabe, Mayor  
53 South Main Street  
Homer, New York 13077

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

**8. Hold Harmless.** The School District shall hold the Village and each SRO harmless from any action, suit or claim that arises from the reasonable performances of duties by the designates officer as a School Resource Officer. The School District shall not be responsible for grossly negligent conduct, conduct performed outside the scope of the SRO's.

**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: \_\_\_\_\_, 2017

**HOMER CENTRAL SCHOOL DISTRICT**

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

Dated: \_\_\_\_\_, 2017

**VILLAGE OF HOMER**

By: \_\_\_\_\_  
Darren McCabe, Mayor

STATE OF NEW YORK )  
COUNTY OF CORTLAND )

SS.:

On this \_\_\_\_ day of \_\_\_\_\_, 2017, before me personally came **Nancy S. Ruscio, Superintendent**, to me known and known to me to be the person described in and who executed the foregoing instrument and she acknowledged to me that she executed the same.

\_\_\_\_\_  
Notary Public

STATE OF NEW YORK )  
COUNTY OF CORTLAND )

SS.:

On this \_\_\_\_ day of \_\_\_\_\_, 2017, before me personally came **Darren McCabe, Mayor**, to me known and known to me to be the person described in and who executed the foregoing instrument and she acknowledged to me that she executed the same.

\_\_\_\_\_  
Notary Public