

# **East Greenbush CSD District-Wide Safety Plan 2019-2020 School Year**

## **Introduction**

Emergencies and violent incidents in school districts are critical issues that must be addressed in an expeditious and effective manner. New York State school districts are required to develop a district-wide school safety plan designed to prevent or minimize the effects of serious violent incidents and emergencies and to facilitate the coordination of the district with local and county resources in the event of such incidents and emergencies.

The district-wide plan is responsive to the needs of the district and is consistent with the more detailed emergency response plans that are required at the school building level. District face risks from a wide variety of acts of violence, natural, and manmade disasters. To address these threats, New York State has enacted the Safe Schools Against Violence in Education (SAVE) law. Project SAVE is a comprehensive planning effort that addresses prevention, response, and recovery in respect to a variety of emergencies in each school district and its schools. Enacted into law in 2001, Project SAVE (also known as Education Law §2801-a) is fully supported by the East Greenbush Central School District and all of its schools. The Superintendent of the East Greenbush CSD, and the Board of Education of the East Greenbush CSD, encourages and advocates on-going district-wide cooperation and support of Project SAVE.

New York State Education Law § 2801-a, as well as Education Law Section 807, (as Chapter 54 of the Laws of 2016, have both been amended as of July 1, 2016. This plan addresses Commissioner's Regulations 155.17(b)(13), as well as 155.17(c)(1)(i-xix), as prescribed by law.

## **Section I: General Considerations and Planning Guidelines**

### **A. Purpose**

The East Greenbush CSD District-Wide Safety Plan was developed pursuant to Commissioner's Regulation § 155.17, New York State Education Law § 2801-a, and Education Law Section 807. At the direction of the East Greenbush CSD Board of Education, the Superintendent of Schools is tasked with the formation of a District-Wide School Safety Team and one of the charges of the District-Wide Team is the development and maintenance of the District-Wide Safety Plan and the Building-Level Safety Plans.

***As required in New York State Education Law § 2801-a, the East Greenbush CSD will designate Superintendent Jeffrey P. Simons as its Chief Emergency Officer for the 2019-2020 school year.***

### **B. Identification of School Teams**

The East Greenbush CSD has a District Emergency Response Team comprised of Central Office Administrators, the Districtwide Safety Coordinator, the Transportation Director, and the PPS Office Administrators, the Athletic Director, and other members of various Building Level Safety Teams. The initial response in any building will be by the Building Level Emergency Response Team, which may differ slightly from the Safety Team.

**C. Concept of Operations**

The District-Wide School Safety Plan is directly linked to the individual Building-Level Emergency Response Plans for the East Greenbush CSD. The protocols listed in the District-Wide School Safety Plan will be used to guide the development and implementation of the individual Building-Level Emergency Response Plans.

The development of the District-Wide School Safety Plan is an on-going, collaborative effort that includes the Superintendent of Schools, Central Administrative Team, the Districtwide Safety Coordinator, the District Safety Team, Building Administrators, the Building Level Safety Teams, the Transportation Department, and the local Emergency Services (Police, Fire, EMS, and Emergency Management). This plan was further developed with guidance from NYSED and the New York State Police.

The Superintendent of Schools has designated himself as the Chief Emergency Officer for the 2019-2020 school year. The Chief Emergency Officer (or designee) is responsible for coordinating communication between staff and law enforcement and first responders and for ensuring the staff's understanding of the district-level safety plan. The Chief Emergency Officer (or designee) shall be responsible for ensuring complete and yearly update of the building-level emergency response plans.

In the event of an emergency or violent incident, the initial response to all emergencies at an individual school will be by the Building-Level Emergency Response Team. The East Greenbush Central School District consists of the following facilities:

Columbia High School	Howard L. Goff Middle School
Genet Elementary School / Administration Center	Red Mill Elementary School
Green Meadow Elementary School	Bell Top Elementary School
Donald P. Sutherland Elementary School	Transportation Center

All staff members in the District will be trained on the Building Level Safety Plans during the first day of work in late August or early September, at the District's first professional development day. If a staff member is hired after that date, they will be trained within 30 days of their hire date.

All information pertaining to an emergency or violent incident will be directed to either the Building Principal/Designee or the District Emergency Response Team.

Upon the activation of the Building Level Emergency Response Team, the Superintendent of Schools or his/her designee and District Emergency Response Team will be notified. When appropriate, local emergency officials will be notified by calling 9-1-1.

Town/Village, County, and State resources through existing established protocols may supplement the emergency response efforts.

**D. Plan Review and Public Comment**

This plan shall be reviewed and maintained by the District and Building Level Emergency Response teams on an annual basis.

When significant changes are made, pursuant to Commissioner's Regulation 155.17(e)(3), this plan will be made available for thirty (30) days prior to adoption. The district-wide and building-level plans may be adopted by the Board of Education only after at least one public hearing that provides for the participation of school personnel, parents/guardians, students, and any other interested parties. This plan must be formally adopted by the Board of Education.

***While linked to the District-Wide Safety Plan, the Building-Level Safety Plans shall be deemed confidential and shall not be subject to disclosure under Article 6 of the Public Officers Law or any other provision of law, in accordance with Education Law, Section § 2801-a.***

Full copies of the District-Wide Safety Plan and Amendments must be submitted to the New York State Education Department upon adoption by the Board of Education.

**Section II: Risk Reduction / Prevention and Intervention**

**A. Prevention / Intervention Strategies**

***Program Initiatives***

The East Greenbush CSD has offered programs and activities for improving communications among students and staff in order to report potentially violent incidents, such as:

- Athletic Programs (soccer, basketball, football, softball, baseball, and others)
- National Incident Management Systems (NIMS) training for all Administrators
- The New York State School Safety Guide (2013, with 2015 revision)
- Dignity For All Students (DASA) training
- Utilization of the Safe Schools Helpline for reporting potential violent incidents
- A School Resource Officer (from the East Greenbush PD) is stationed at Columbia HS.
- The Guidance Departments and school Social Workers work with students.
- Use of School Messenger for anonymous reporting via the district website.

### ***Training, Drills, and Exercises***

The East Greenbush CSD has developed policies and procedures for annual multi-hazard school safety training for staff and students, including the strategies for implementing training related to multi-hazard incidents. All drills required by the New York State Education Department are satisfied annually. The district has established the following procedures for annual multi-hazard school safety training for staff and students:

- The District will submit certification to the New York State Education Department that all district and school staff have undergone annual training on the emergency response plan, and that the school safety training includes components on violence prevention and mental health. New employees hired after the start of the school year will receive training within thirty (30) days of hire. The district will certify that all school staff receives this training by September 15<sup>th</sup> of each year, or within thirty (30) days of hire, whichever is sooner.
- Full participation in the Annual Early Dismissal – Go Home Evacuation Drill.
- Full participation in eight (8) Fire Drills annually.
- Full participation in four (4) Lockdown Drills annually.
- Full participation in two (2) Shelter-In-Place Drills annually.
- Full participation in two (2) Lockout Drills annually.
- Full participation (when time permits) for an Evacuation / Accountability Drill.
- The Transportation Department conducts three (3) bus drills annually.
- The District-Wide Safety Committee meets five (5) times a year to discuss school safety.
- Building-Level Safety Teams meet to discuss school safety and school climate.
- The District's Schools will conduct tabletop drills with input from local law enforcement, local fire departments, and local EMS agencies.

Note: Following each drill, there will be a debriefing to discuss the exercises and determine if changes need to be made to the emergency response plan. Notes will be taken to assist with the evaluation process.

### ***Implementation of School Security***

The East Greenbush CSD has developed policies and procedures related to school building security, including the following:

- All schools have a locked single point of entry through which employees and visitors enter.
- All staff must wear photo ID badges while in school buildings.
- All visitors must sign-in and put on a visitor sticker before entering school.
- Security cameras monitor school entrances and surrounding areas.
- A police officer from the East Greenbush Police Department will serve as the School Resource Officer every day at Columbia High School. *(Please see Reference # 3 for more information.)*
- A police officer from the Rensselaer County Sheriff's Office will serve as the School Resource Officer every day at Howard L. Goff Middle School. *(Please see Reference # 3 for more information.)*
- District-employed security personnel monitor Columbia High School during school days, in the evenings, and on weekends.

- All employees must be fingerprinted and pass a thorough background check before starting work in the District.
- Students must adhere to the District's Code of Conduct, which contains information on the range of consequences that may be imposed if students misbehave. This information is reviewed with students each year during the opening weeks of school.
- Safety training is provided annually during Superintendent's Conference Days. The Safety Training for all school district personnel will be reported via the BEDS reporting forms (online submission) for the current school year. All school personnel must be trained in the emergency response plans, violence prevention, and mental health awareness by September 15 of the current school year, or within 30 days of hire.
- An annual safety audit will be conducted with the Districtwide Safety Coordinator and Building Administration.

**Note: Policies and procedures are continually being evaluated and shaped by real-life experiences (such as bomb threats, forced entry into school buildings, and violent behavior by students, to name a few) and the District-Level and Building-Level plans will continue to evolve as such.**

***Vital Education Agency Information***

The East Greenbush Central School District consists of seven (7) education facilities and a transportation center.

**B. Hazard Identification**

The identification of sites of potential emergencies are located in on page 5 of the Building-Level Safety Plans.

**Section III: Response**

**A. Notification and Activation of Internal and External Communications**

The district policies and procedures for contacting local law enforcement in the event of an emergency or violent incident are located in each Building-Level Emergency Response Plan. Each plan identifies individuals who are authorized to initiate contact with local law enforcement agencies. All communications during an incident at a school building will flow through the Incident Command Center. Emergency services will be requested via 9-1-1.

In the event of an emergency, staff, students and visitors will be notified in one or more of the following manners:

- |                                     |                          |
|-------------------------------------|--------------------------|
| - Telephone (landline and cellular) | - School Portable Radios |
| - Bus Radios                        | - Intercom               |
| - Runner with Verbal Message        | - E-mail                 |
| - Automated Notification Message    | - Social Media           |
| - News Media                        |                          |

The district has established guidelines for staff and students that in the event that they initially discover an emergency situation, or impending emergency, that they will notify the Building Principal (or his/her designee) and provide them with information regarding the situation.

Procedures for notifying parents/guardians is outlined in the Building-Level Emergency Response Plan. This includes the use of an Automated Notification Message, E-mail, and/or the use of the local media.

**B. Situational Responses**

The District has developed multi-hazard emergency response plans. These guidelines are present in the Threat and Hazard Specific Annexes in the Building-Level Emergency Response Plan. The emergencies addressed in these plans include, but are not limited to,

Active Shooters	Bomb Threat	Biological Hazards
Civil Unrest	Fire / Smoke	Hazardous Materials Release
Hostage Situation	Intruder	Kidnapping
Mass Illness	Missing Student(s)	Natural Gas Leaks
Natural Hazards / Severe Weather / Extreme Weather	Power Failure / Power Outage	Structural Compromise / Collapse
Terrorist Threats / Online Threats	Water Problems	

(Other emergencies may be added by the Building Principals.)

In addition to having plans to address specific hazards, our plans also include procedures that would be used during an emergency. These procedures include, but are not limited to:

- Shelter-In-Place
- Hold-In-Place
- Evacuate
- Lockout
- Lockdown
- Duck / Cover / Hold (Severe Weather)
- Carbon Monoxide Alarm Procedures
- Fire Alarm Procedures

These guidelines provide basic instructions for responding to any given incident, such as

- Contacting emergency response agencies
- Moving occupants from an area of danger to an area of safety
- Assembling the emergency response team and implementing the incident command system
- Notifying school administrators and the District Emergency Response Team of an incident
- Community / parent notification
- Sheltering and student release procedures
- Aftermath and recovery

***Responding to Acts of Violence: Implied or Direct Threats***

The Crisis Response Plan and the Multi-Hazard Emergency Response Plans in each Building-Level Emergency Response Plan provides guidance on the district's policies and procedures for responding to implied or direct threats of violence by students (including to themselves), teachers, other school personnel, or visitors to the school.

The following procedures are addressed in the plan, and may be used by district:

- Implementation of the Threat Assessment Teams at each building. Each Threat Assessment Team will thoroughly investigate any and all threats made.
- Contacting parents/guardians in the event of a direct or implied of violence by a student against themselves, including the threat of suicide.
- The use of staff trained in de-escalation or other methods to diffuse a situation.
- The filing of a DASA (Dignity for All Students Act) form in the event of a bullying incident.
- Informing the Building Principal of a threat of violence (direct or implied).
- Determining the threat level with the District Emergency Response Team.
- Activating the District-Level and/or Building-Level Risk Assessment Team.
- Contacting local law enforcement if needed.
- Monitoring the situation until the situation is resolved.

### ***Acts of Violence / Other Emergencies***

The Crisis Response Plan, the Threat Assessment Plan, and the Multi-Hazard Emergency Response Plans in each Building-Level Emergency Response Plan provides guidance on the district's policies and procedures for responding to violence by students, teachers, other school personnel, or visitors to the school.

The following procedures are addressed in the plan, and may be used by district:

- Determine the level of the threat with the District Emergency Response Team or the Building-Level Emergency Response Team.
- If the situation warrants, isolate the immediate area and evacuate surrounding areas.
- Inform the Building Principal and the District Emergency Response Team.
- If necessary, initiate a lockdown, shelter-in-place, or a lockout and contact local law enforcement.
- Monitor the situation. Initiate early dismissal, sheltering, or evacuation procedures as needed.
- Emergency Responders have access to each school building via a designated door that can be remotely unlocked through the Rensselaer County Emergency Communications Center.

**Note: The East Greenbush CSD's "Code of Conduct" outlines policies and procedures for responding to acts of violence.**

### ***Response Procedures***

The Incident Command System, as well as the Multi-Hazard Emergency Response Plans in each Building-Level Emergency Response Plan provides guidance on how to respond to various emergencies.

- Identification of decision-makers (Incident Command Team)
- Plans to safeguard students and staff
- Procedures to provide transportation, if necessary
- Procedures to notify parents/guardians
- Procedures to notify the media
- Debriefing procedures

### ***Arrangements for Obtaining Emergency Assistance from Local Government***

A section on Emergency Communications in each Building-Level Emergency Response Plan provides guidance for obtaining assistance during emergencies. During an emergency, the following may occur:

- The Superintendent of Schools (or his/her designee) will contact the local law enforcement center via 9-1-1 or other emergency number. The dispatcher and first responders will determine services needed by the school.
- The Superintendent of Schools (or his/her designee) will contact Questar III BOCES.
- The Superintendent of Schools (or his/her designee) will contact the highest-ranking village, town, or county official (as needed) to provide notification or request assistance.



### ***Procedures for Obtaining Advice and Assistance from Local Government Officials***

The district will use the policies and procedures in the Incident Command System sections in the Building-Level Emergency Response Plan to obtain advice and assistance from local government officials (village, town, county) who are responsible for implementation of Article 2-B of the Executive Law.

The types of procedures for obtaining advice and assistance from local governments could include the following:

- The Superintendent of Schools (or his/her designee) will contact the highest-ranking village, town, or county official (as needed) to provide notification or request assistance.
- The District may utilize the Town of East Greenbush DPW, the Town of North Greenbush DPW, the Town of Schodack DPW, the Village of Nassau DPW, the American Red Cross of Northeastern New York, the Rensselaer County Bureau of Health, the local police departments, fire departments, and EMS agencies.

### ***District Resources Available for Use in an Emergency***

Each Building-Level Emergency Response Plan includes a checklist which identifies the district resources available in the event of an emergency. This is adapted from the New York State School Safety Guide, 2013 Edition.

Such items may include, but are not limited to, available facilities, blankets, cots, food supplies, communications equipment, fire extinguishers, first aid supplies, flashlights, bullhorns, district vehicles, and buses.

### ***Procedures to Coordinate the Use of District Resources and Personnel During Emergencies***

Each Building-Level Emergency Response Plan provides a description of the district's procedures to coordinate the use of resources and personnel during emergencies.

These sections include the identification of school officials authorized to make decisions and the staff members assigned to provide assistance during emergencies.

### ***Protective Action Options***

Each Building-Level Emergency Response Plan, as well as policies and procedures set forth by the Superintendent of Schools, describes the following actions in response to an emergency where appropriate: school cancellation prior to the start of school, early dismissal, evacuation before, during, and after school hours, and sheltering procedures.

## **Section IV: Recovery**

### **A. District Support for Buildings**

Each Building-Level Emergency Response Plan provides a listing of resources that the Building Level Emergency Response Team, the District Level Emergency Response Team, and the Post Incident Emergency Response Team can utilize with the East Greenbush CSD in the event of an emergency.

The District's Incident Command System identifies those available to make decisions, and those available to relieve team members, and interfaces with the District's Crisis Response Plan to provide team members the opportunity to debrief, distress, and rehab in a controlled environment.

**Note: The Rensselaer County REST Team (Reduce Emergency Stress Team) is available by calling 518-270-5252 and asking that the REST Team Coordinator be contacted.**

The plans allow for the rotation of personnel to maintain sufficient manpower during the entire school emergency operation.

### **B. Disaster Mental Health Services**

The Administrators involved in the Post-Incident Response Team (Crisis Management Team) will work with the School Psychologist, Guidance Counselors, School Social Workers, the Health Office, and the School Resource Officer to coordinate and implement disaster mental health services for those affected by a disaster, crisis, and/or an act of violence.

The East Greenbush CSD will utilize the mental health services of Questar III BOCES, Rensselaer County, and neighboring school districts as needed.

A debriefing of the incident will take place to evaluate the response and address the future needs of the East Greenbush CSD.

## **References**

**While linked to the District-Wide School Safety Plan, references shall remain confidential and shall not be subject to disclosure under Article 6 of the Public Officers Law or any other provision of law, in accordance with Education Law, Sections §2801-a and 807.**

### **Reference # 1:**

The listing of all school buildings covered by the District-Wide School Safety Plan with the addresses of the building, contact names and telephone numbers for building staff, classroom emergency plan, and evacuation plans are listed in the Building-Level Emergency Response Plan. This shall be updated annually.

**Reference # 2:**

A listing of various law enforcement agencies that have copies of the Building-Level School Safety Plan are included within the Building-Level School Safety Plan. This shall be updated annually.

All materials herein are in accordance with the following:

- New York State Education Law §2801-a
- New York State Education Law Section 807
- New York State Commissioner’s Regulations Sections 155.3, 155.7, and 155.17
- Article 6 of the New York State Public Officer’s Law
- Article 2-B of the New York State Executive Law

**Reference # 3:**

Pursuant to the amendments made to New York State Education Law §2801-a (which, in turn, comes from the required implementation of Section 32 of Part YYY of Chapter 59 of the Laws of 2019), effective July 1, 2019, the East Greenbush Central School District hereby establishes a Memorandum of Understanding (MOU) for the utilization of School Resource Officers in the District.

This MOU will be developed with input from stakeholders including, but not limited to, parents, students, school administrators, teachers, collective bargaining units, parent and student organizations, community members, as well as probation officers, prosecutors, defense attorneys, and courts that are familiar with school discipline.

The MOUs between the East Greenbush Central School District and the East Greenbush Police Department and the Rensselaer County Sheriff’s Department appear on the next pages.

*The template for this plan is adapted (with their written permission and our gratitude) from the Saratoga Springs Central School District.*

Revised July 9, 2019

Second Revision (to include amendments to §2801-a) July 24, 2019

Adopted \_\_\_\_\_

# RENSSELAER COUNTY LEGISLATURE

Introduced by Legislator(s) Tesman, Grant, Weaver

Sent To: Judiciary & Public Safety

Committee

Date May 14, 2019

Resolution No. G/184/19

**RESOLUTION AUTHORIZING AN INTER-MUNICIPAL AGREEMENT WITH EAST GREENBUSH  
CENTRAL SCHOOL DISTRICT FOR A DEPUTY SHERIFF SCHOOL RESOURCE OFFICER  
POSITION AND AMENDING THE 2019 RENSSELAER COUNTY ADOPTED BUDGET -  
SHERIFF'S OFFICE**

**WHEREAS,** This Resolution is filed with the Rensselaer County Legislature by the Rensselaer County Executive; and

**WHEREAS,** The Rensselaer County Office of the Sheriff and the East Greenbush Central School District have determined it would be mutually beneficial for one (1) Deputy Sheriff School Resource Officer (SRO) to be assigned to work within the school district, to have day-to-day contact with students, faculty and parents in order to provide a safe and comfortable environment within the school and to be available for students to assist in defusing and solving problems before they become a detriment to the learning environment and the health, safety and welfare of the students and faculty of the school district; and

**WHEREAS,** The SRO position will not have a fiscal impact to the 2019 budget, due to an inter-municipal agreement by which East Greenbush Central School District will reimburse Rensselaer County eighty-nine thousand five hundred dollars (\$89,500.00) per year for a three (3) year period, payable in equal installments of \$29,833.33 every January 15th, April 15th and June 15th for the school years 2019-2020, 2020-2021 and 2021-2022; and

**WHEREAS,** The Office of the Sheriff is seeking to increase the number of Deputy Sheriff positions from the present thirty-two (32) to thirty-three (33); and

**WHEREAS,** The start and end dates of such agreement, and the name and address of the contracting party are as follows:

<u>CONTRACT DESCRIPTION/DATES</u>	<u>VENDOR/ADDRESS</u>	<u>REVENUE CODE</u>	<u>AMOUNT OF CONTRACT</u>
Inter-municipal Agreement 09/01/2019 - 06/30/2022)	East Greenbush Central School District 29 Englewood Avenue East Greenbush, NY 12061	A.3110.22601	\$89,500.00 Annually

; and


# **Rensselaer County Legislature**

## **Clerk's Certification (G)**

**I, Jessica L. Charette, Clerk of the Rensselaer County Legislature, do hereby CERTIFY that I have compared the foregoing copy with the original resolution(s) enacted by the Rensselaer County Legislature at a legally convened meeting held on the 14<sup>th</sup> day of May, 2019, and that the same is a true and complete copy thereof. The original final resolution(s) is/are on file in my office, as of the 15<sup>th</sup> day of May at 1600 Seventh Avenue, Troy, New York, and became effective on the 15<sup>th</sup> day of May, 2019.**

**IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Rensselaer County Legislature of Troy, New York, this 15<sup>th</sup> day of May, 2019.**

**Seal**

  
**Jessica L. Charette**  
**Clerk of the Legislature**  
**County of Rensselaer**  
**State of New York**

RECEIVED

JUN 07 2019

BUREAU OF BUDGET

INTERMUNICIPAL AGREEMENT

**THIS AGREEMENT**, made by and between the **EAST GREENBUSH CENTRAL SCHOOL DISTRICT**, with offices at Administration Center, 29 Englewood Avenue East Greenbush, New York 12061 (hereinafter referred to as the "District"), the **COUNTY OF RENSSELAER**, a municipal corporation of the State of New York, with offices at 1600 7<sup>th</sup> Ave., Troy, NY 12180 (hereinafter referred to as the "County"), and the **SHERIFF OF RENSSELAER COUNTY**, a constitutional Officer in and for the County of Rensselaer with offices at 4000 Main St., Troy, NY 12180, (hereinafter referred to as the "Sheriff") (each, a Party; together the Parties).

**WITNESSETH:**

**WHEREAS**, the County, through its Office of the Sheriff, has the capacity to provide a Deputy Sheriff trained as a **School Resource Officer** (hereinafter referred to as "SRO");

**WHEREAS**, the Parties have determined it would be mutually beneficial for one (1) uniformed SRO to be assigned to work within the District; to have day-to-day contact with students, faculty and parents to provide a safe and comfortable environment within the school; and to be available for students to assist in defusing and solving problems before they become a detriment to the learning environment and the health, safety and welfare of the students and faculty of the District; and

**WHEREAS**, it is the goal of the Parties to enter into a partnership to enhance the school environment by assigning an SRO to the District who will work to meet the following objectives:

- To work cooperatively with District Staff to address crime and disorder problems that jeopardize the safety of students, staff and visitors, including, but not limited to drug activities affecting or occurring in or around any District building;
- To work with guidance counselors and other student support staff to assist students and to provide services to students involved in situations where referrals to service agencies are necessary;
- To develop and/or expand crime prevention efforts for students;
- To assist District staff in training students in conflict resolution, restorative justice, and crime awareness;
- To make recommendations in connection with physical changes in the environment that may reduce crime in and around District buildings;
- To assist District staff in the creation of a safe school environment that is free of harm, intimidation, bullying and weapons;
- To build working relationships with District staff as well as with students and parents;
- To present a positive role model of a law enforcement officer; and
- To encourage a positive perception of law enforcement within the community.

**WHEREAS**, all Parties, through Legislative Resolution or School Board approval, are authorized to execute an agreement for services contained herein;

**NOW, THEREFORE**, in consideration of mutual promises and agreements contained herein, the Parties hereto agree as follows:

**1. SCOPE OF SERVICES**

A. **Attendance:** The SRO shall provide services to the District each Monday through Friday, when school is in session [approximately one hundred eight five (185) days], with hours coinciding with the District's school day, reporting to the District, in a marked patrol vehicle, with the exception of vacation, sick leave, personal leave, school holidays, winter and spring breaks, and the summer months when school is not in session. Vacation, personal and sick leave are defined by the bargaining unit within the Sheriff's Office. **The SRO will be in**

**attendance when students are present for a school day.** If the SRO is unable to report for duty due to sickness, injury, or any other unforeseen circumstance for a period of more than 2 days, the Sheriff will see that a replacement is assigned to the District to serve in the SRO's absence.

- I. The Sheriff and his training coordinator will make every reasonable effort to provide the SRO with all mandatory police trainings during times that school is not in session.
- II. The SRO will attend, upon District request, any sporting events, community events, or any other such function deemed appropriate by the district, as approved by the Sheriff.
- III. Any hours worked beyond 40 hours in a week by the SRO, as approved by the sheriff for school activities and events will be applied as comp time for the SRO, in accordance with the collective bargaining agreement, to be utilized at times when school is not in session. The District will not be responsible for paying overtime premiums for the SRO.
- IV. In any instance where the District requests law enforcement presence at an event outside of normal school hours, as approved by the Sheriff and the SRO is unable to attend every reasonable effort shall be made provide a replacement for such event.

**B. Responsibilities of the SRO** (See Appendix A for a more detailed breakdown):

- I. The SRO will move freely to the various buildings within the District throughout the day, making sure to be visible during high traffic and transition times both inside and outside of the buildings. Upon arrival at a particular school building, the SRO will advise the main office of his/her presence so that the District will be able to track his/her location throughout the District.
- II. Mediate negative situations that occur between students or between students and staff in consultation with building or District administration.
- III. Investigate any situations as requested by District administration.
- IV. Take part in any District safety planning and drills.
- V. Work with students and families to address issues of truancy, making home visits when appropriate or by request of the District administration.
- VI. Identify and develop students to serve as positive role models working with District clubs and activities.
- VII. Prepare lectures and instruct when requested or when appropriate.
- VIII. Educate students and parents on bullying, internet safety, drug and alcohol awareness, and any other topic as requested by the District.
- IX. Assist with professional development of staff, particularly in areas such as drug and alcohol recognition, victims of abuse, etc.
- X. Speak with or provide lecture to community groups and parents as requested by the district.
- XI. Use discretion when disseminating confidential information, particularly in light of the District's policies with respect to student records and its mandates pursuant to the Family Educational Rights and Privacy Act (FERPA).
- XII. Cooperate with any District disciplinary actions taken, assist the District in determining the need for law enforcement interventions. However, the SRO shall not act as a school disciplinary. School discipline is the sole responsibility of the District.

**C. Supervision of the SRO:** The SRO will report directly to the District's Superintendent or their designee. The SRO will work directly with the various building Principals on a day to day basis regarding situations and relationships in each of the District's buildings. The SRO shall be subject to the District's policies and procedures when performing functions in the District's schools, unless otherwise provided in this agreement. The District shall provide training to the SRO in school policy, regulations and procedures. The SRO will also be under the direct supervision of a Sheriff's Sergeant, as assigned by the Sheriff. The

District will provide an annual performance evaluation to the Sheriff, to ensure all goals and objectives of the SRO program are being met, noting any and all deficiencies.

2. **TERM OF AGREEMENT:** This Agreement shall take effect on September 1, 2019, and subject to earlier termination as provided below, shall continue in full force and effect until June 30, 2022, which is a period to include three (3) full school years. Prior to April 1, 2022, the Parties will renegotiate to continue or terminate the SRO program for the following school years.

3. **PAYMENT:** The County and Sheriff agree to provide and pay the SRO's actual salary and employment benefits in accordance with County personnel policies and the applicable collective bargaining agreement. The District agrees to pay the County an amount equal to the SRO's actual salary and employment benefits in accordance with the appropriate collective bargaining agreement. The current salary and employment benefits for the SRO would be approximately **EIGHTY NINE THOUSAND FIVE HUNDRED DOLLARS (\$89,500)** annually. This amount may be escalated or reduced based on changes to the actual salary, benefits and collective bargaining agreement for the SRO assigned to provide services under this agreement. The County shall provide records as deemed necessary to justify the claim. The District agrees to submit all payments to the County within thirty (30) day of the invoice being submitted. The County shall submit invoices to the District as follows (subject to escalation or reduction as mentioned-herein):

INVOICE DATE	PERIOD COVERED	INVOICE AMOUNT
January 15, 2019	September 1, 2019 to December 31, 2019	\$29,833.33
April 15, 2020	January 1, 2020 to March 31, 2020	\$29,833.33
June 15, 2020	April 1, 2020 to June 30, 2020	\$29,833.34
January 15, 2021	September 1, 2020 to December 31, 2020	\$29,833.33
April 15, 2021	January 1, 2021 to March 31, 2021	\$29,833.33
June 15, 2021	April 1, 2021 to June 30, 2021	\$29,833.34
January 15, 2021	September 1, 2021 to December 31, 2021	\$29,833.33
April 15, 2022	January 1, 2022 to March 31, 2022	\$29,833.33
June 15, 2022	April 1, 2022 to June 30, 2022	\$29,833.34

4. **TERMINATION:** Any Party may terminate this Agreement immediately upon notice to the other Parties, in the event of any Party failing to comply with the terms of this Agreement in any material respect and such failure not being cured within thirty (30) days after receipt of notice by the other Parties describing such failure. Any Party may terminate this Agreement without cause, upon sixty (60) days written notice to the other Parties. The County may terminate this Agreement upon written notice to the District for failure by the District to appropriate funds for the Services rendered by the County and the Sheriff under this Agreement.

All Parties understand that this agreement causes the creation of one (1) new Deputy Sheriff position in the County's budget, and the termination of this Agreement could mean the elimination of that one (1) Deputy Sheriff position from the County's annual budget.

5. **SELECTION OF THE SRO:** The Deputy Sheriff assigned as the SRO will be selected by the Sheriff based upon the Sheriff's judgment and discretion, taking into consideration, among other criteria, the Deputy Sheriff's training, qualifications, experience, interest in the position and their ability to effectuate the goals and objectives set forth herein. The Sheriff will take into consideration, but shall not be bound to, any requests made by the District to have a specific Deputy Sheriff serving at the SRO. When practical, the District will be given an opportunity to meet and interview SRO candidates prior to assignment to the District.

6. **REMOVAL OF THE SRO:** The District shall have the right to request the removal and/or replacement of the SRO upon written notice to the Sheriff when such action is deemed necessary by the District for the SRO's failure to



meet or comply with the goals and objectives of the program. The Sheriff has the sole authority to remove the SRO at any time for discipline or discharge in accordance with the appropriate collective bargaining agreement. Removal or replacement of the SRO, upon District request, will not be unreasonably denied by the Sheriff.

7. **NOTICES:** All notices shall be in writing and sent by certified mail, registered mail, overnight mail, courier or transmitted by facsimile, to the addresses indicated on the first page of this Agreement, or such other address as any Party may indicate by at least thirty (30) days prior written notice to the other Parties.
8. **INDEMNIFICATION:** To the fullest extent permitted by law, each Party agrees to defend, indemnify and hold harmless the other Parties, including its officials, employees and agents, against all claims, losses, damages, liabilities, costs or expenses (including without limitation, reasonable attorney fees and costs of litigation and/or settlement), whether incurred as a result of a claim by a third party or any other person or entity, arising out of the performance of its obligations pursuant to this Agreement, that any Party, or its officials, employees or agents, may suffer by reason of any negligence, fault, act or omission of the other Parties, its employees, representatives, subcontractors, assignees or agents. The obligation of the County to indemnify any party under this paragraph shall not be limited in any manner by any limitation of the amount of insurance coverage or benefits including workers' compensation or other employee benefits provided by the County.
9. **INSURANCE:** All Parties shall provide the other Parties with proof of General Liability, Workers Compensation, Disability, and Auto Insurance coverage, and shall name the other Parties as an additional insured with respect to General Liability coverage on a primary & Non-Contributory Basis. Waiver of Subrogation shall apply.
10. **INDEPENDENT CONTRACTOR:** The SRO shall be an employee of the County, specifically the Sheriff's Office. Each Party agrees to be solely responsible for all matters relating to compensation of its employees, including, compliance with local, state and federal laws governing its personnel, including workers' compensation, Social Security, withholding and payment of any and all federal, state and local personal income taxes, disability insurance, unemployment, and any other taxes for such persons, including any related employer assessment or contributions required by law, and all other regulations governing such matters, and the payment of all salary, vacation and other employee benefits.
11. **NO ARBITRATION:** Any and all disputes involving this Agreement, including the breach or alleged breach thereof, may not be submitted to arbitration unless specifically agreed thereto in writing by the Chairman of the County's Legislature, in consultation with the Rensselaer County Attorney or designee, but must instead only be heard in the Supreme Court of the State of New York, with closest venue to Rensselaer County or if appropriate, in the Federal District Court with venue in the Northern District of New York, Albany Division.
12. **CORPORATE COMPLIANCE:** All parties agree to comply with all Federal, State and local laws, rules and regulations governing the provision of goods and/or services under this Agreement.
13. **NO ASSIGNMENT WITHOUT CONSENT:** This Agreement may not be assigned by any of the Parties, nor its right, title or interest therein assigned, transferred, conveyed, sublet or disposed of without the previous written consent of the other Parties and any attempt to do so without first obtaining such written consent will be void and of no force and effect.
14. **GOVERNING LAW:** This Agreement and the performance of the Parties hereunder shall be governed by and construed in accordance with the laws of the State of New York.
15. **MODIFICATIONS TO BE IN WRITING:** No changes, amendments or modifications of any of the terms and/or conditions of this Agreement shall be valid unless reduced to writing and signed by the Parties to this Agreement. Changes in the SCOPE OF SERVICES in this Agreement shall not be binding, unless prior to the performance of any such services, the County and Sheriff, with appropriate consultations, execute an amendment or modification to this Agreement, which amendment or modification shall specifically set forth

the scope of such extra or additional services, the amount of compensation, and the extension of time for performance, if any, for any such services. Unless otherwise specifically provided for therein, the provisions of this Agreement shall apply with full force and effect to the terms and conditions contained in such amendment or modification.

- 16. **ENTIRE AGREEMENT:** The rights and obligations of the Parties and their respective agents, successors and assignees shall be subject to and governed by this Agreement, which supersedes any other understandings or writings between or among the Parties to this Agreement.

**IN WITNESS WHEREOF,** this Agreement has been executed by the duly authorized officers of the respective Parties.

**EAST GREENBUSH CENTRAL SCHOOL DISTRICT**

BY: *Jeffrey P. Francis*  
Superintendent, EGCS

DATE: 7/1/2019

Cecilia T. Caska  
Notary Public, State of New York  
Qualified in Columbia County  
Registration No. 01CA6089723  
Commission Expires March 31, 2022

STATE OF NEW YORK )  
                                          )        ss:  
COUNTY OF RENSSELAER )

On this 1 day of July, 2019, before me, the above signed, Jeffrey Simons, personally appeared, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.

*Cecilia T. Caska*  
Notary Public

**RENSSELAER COUNTY SHERIFF**

BY: *[Signature]*  
Sheriff, Rensselaer County

DATE: 7/1/19

STATE OF NEW YORK )  
                                          )        ss:  
COUNTY OF RENSSELAER )

On this 1<sup>st</sup> day of July, 2019, before me, the above signed, Patrick A. Russo, personally appeared, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.

*Marcelle M. Swanberry*  
Notary Public

MARCELLE M SWANBERRY  
Notary Public, State of New York  
No. 01SW6311993  
Qualified in Schoharie County  
Commission Expires September 22, 2020

RENSELAER COUNTY

BY: *St. F. McLaughlin*  
County Executive, Steven McLaughlin

DATE: 6/18/19

STATE OF NEW YORK     )  
                                          )  
                                          )     ss:  
COUNTY OF RENSSELAER     )

On this 18<sup>th</sup> day of June, 2019, before me, the above signed, Steven McLaughlin personally appeared, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.

APPROVED AS TO FORM

*SK*  
Carl J. Kempf III  
Rensselaer County Attorney  
Date 6/18/19

*Christina Arriaga*  
Notary Public

CHRISTINA ARRIAGA  
NOTARY PUBLIC-STATE OF NEW YORK  
No. 01AR6336927  
Qualified in Albany County  
My Commission Expires February 16, 2020

Approved by the  
Rensselaer County Bureau of Budget

*Stacey A. Farrar* 6/11/19  
Stacey A. Farrar  
Director of Budget

## APPENDIX A

### RESPONSIBILITIES OF THE SCHOOL RESOURCE OFFICER

#### 1. OBJECTIVES OF AN SRO PROGRAM

- a. To maintain a safe campus environment conducive to learning.
- b. To create unity between law enforcement and school districts.
- c. To improve relationships between youth, communities and law enforcement.
- d. To serve as consultants to school, staff, parents and youth on safety matters.
- e. To serve as positive role models for all.

#### 2. PRIMARY FUNCTIONS OF THE SRO

- a. To be a visible, active law enforcement figure for the District, dealing specifically with law enforcement matters that originate on campus.
- b. To serve as a resource for students, allowing them to associate with law enforcement in the student's environment.
- c. To serve as a resource for teachers, parents and students by scheduling conferences to deal with individual or group problems and questions, particularly those that may lead to criminal activity.
- d. To appear before classrooms, community groups, PTO's, or any other group requesting lecture or information regarding a particular topic of interest within the District.
- e. To work with building administrators and assist in forming safety plans or other relevant school policies and procedures.
- f. To effectively communicate with all District staff when action is needed.
- g. To be available upon request for crime prevention presentations.
- h. To serve as a liaison between the District and law enforcement when law enforcement has a need to conduct business with students, staff or parents when school is in session.
- i. To not serve as a disciplinarian. The school is responsible for discipline unless an incident is deemed to be of a criminal nature. The SRO will advise the school and take action if they believe criminal activity has occurred.
- j. To serve as a crisis intervention officer, assisting in the mediation process or restorative justice process.

#### 3. THE TRIAD APPROACH TO AN SRO PROGRAM

##### a. LAW ENFORCEMENT OFFICER

- i. Maintaining law and order.
- ii. Conducting criminal investigations (may include assisting building administrators conducting investigations and advising if criminal activity has occurred).
- iii. Make arrests if appropriate (criminal mischief, drugs, aggravated harassment, etc.). In an effort to minimize disruption to the learning environment, the SRO should avoid making arrests on District property while school is in session. If an arrest situation presents itself the SRO should consider the following factors when determining the best course of action: (1) whether the arrest is related to a school-related offense; (2) the seriousness of the offense; (3) whether there is an imminent threat to public safety; and (4) whether the arrest can be accomplished in an alternative manner. Unless exigent

circumstances exist, the SRO should consult with a building or District administrator before making an arrest on District property.

- iv. Assist building safety teams in formulating appropriate safety policies and procedures.
- v. Assist in coordinating building safety drills, obtaining additional law enforcement assistance when needed.
- vi. Investigate truancy cases, make home visits if necessary, and advise when PINS petitions are appropriate.
- vii. Investigate child sexual assault cases or domestic violence issues.

**b. LAW RELATED COUNSELOR**

- i. Provide guidance to students, parents, teachers and staff on how to seek support services within and outside of the school.
- ii. Work with appropriate guidance staff to identify “at risk” students based on the SRO’s knowledge of the student’s family and community.
- iii. Serves as a mentor and role model to students identified by the school as needing assistance or through interpersonal relationships developed.
- iv. Assists in the transportation of students to a hospital if they are deemed a threat to themselves or others.
- v. Assists families in identifying appropriate community resources.

**c. LAW RELATED PRESENTER**

- i. Presents law enforcement expertise via classroom presentations or group assemblies to help students, teachers, parents and community members better understand the law. Topics may include, but are not limited to;
  - 1. Sexual Harassment and Sexual Abuse
  - 2. Bullying
  - 3. Child Abuse
  - 4. Underage Drug or Alcohol Abuse
  - 5. NYS Graduated Driver’s License Program
  - 6. Zero Tolerance Laws
  - 7. Relevant Legal Statutes (Vehicle and Traffic Law, ABC Law, Penal Law, etc.)
  - 8. Internet Safety
  - 9. Sportsmanship
  - 10. The NYS Court System (Criminal, Family, Civil)
- ii. Actively participates with the District’s Safety Committee or any other inter-disciplinary teams deemed appropriate.
- iii. Promotes programs that stress good citizenship and positive moral development.

## School Resource Officer East Greenbush Central School District

### Budgeting: Deputy Sheriff

Salary \$62,000.00 + benefits (health care, retirement, W/C, disability etc.) \$22,500.00 = \$84,500.00 Overtime of \$5,000.00 (100 hrs.) Grand Total\$ 89,500.00 Note: Uniforms, equipment, training and patrol vehicle costs are currently absorbed by the Sheriff's Office.

### Goals and Objectives:

To work cooperatively and collectively with District staff to address crime and disorder problems which jeopardize the safety of students, staff and visitors.

To work with guidance counselors and student support staff in assisting students Develop and/or expand crime prevention efforts for students

Assist district staff in training of students in conflict resolution, restorative justice and crime awareness

Make recommendations in connection with physical changes in the environment to effect and reduce crime in and around district buildings

Assist district staff with the creation of a safe school environment that is free of harm, intimidation, bullying and weapons

To present a positive role model of a law enforcement officer

Encourage a positive perception of law enforcement within the community

\*SRO's are also referenced' or known in the field as The Triad: counselor, educator and cop or counselor, teacher and law enforcement officer

### SRO Selection:

Qualified SRO candidates will be identified by the Sheriff. School administrators will interview pre- selected qualified candidates and make recommendations to the Sheriff regarding the assignment of an individual SRO.

### SRO Supervision:

The SRO will report directly to the School Superintendent or designee. The SRO will work directly with building Principals regarding day to day operations. The SRO will be under the direct supervision of the Sheriff's Office Sergeant.

### SRO Removal:

The District shall have the right to request the removal and/or replacement of the SRO upon written notice to the Sheriff when such action is deemed appropriate for failure to comply with the goals and objectives of the program.

Responsibilities of the SRO: See the Attached

## SCHOOL RESOURCE OFFICER AGREEMENT

This School Resource Officer (“SRO”) Agreement (this “Agreement”) is made as of August 21, 2019 by and between the Town of East Greenbush, with offices located at 225 Columbia Turnpike, Rensselaer, NY 12144 (hereinafter referred to as the “Agency”); and East Greenbush Central School District, with offices located at 29 Englewood Avenue, East Greenbush, NY 12061 (hereinafter referred to as the “School District”).

WHEREAS, Article 5-G of the New York State’s General Municipal Law (“GML”), provides the authority for municipal corporations to enter into agreements for the performance between themselves, or one for the other, of their respective functions, powers and duties on a cooperative contract basis; and

WHEREAS, the School District and Agency are both municipal corporations, as that term is defined by GML § 119-n (a); and

WHEREAS, the School District and Agency have determined that it is in their mutual best interests to enter into this Agreement to provide for the assignment of one or more police officer(s) employed by the Agency to serve as School Resource Officers (SRO’s) at the School District pursuant to Section 209-v of the General Municipal Law;

NOW, THEREFORE, the parties hereto hereby agree as follows:

### **1. General Terms and Conditions.**

- a. The Agency and School District enter into this Agreement for the purpose of providing Agency police officers on site at the School District to serve as SRO’s. The Agency will assign its police officers to the School District according to a mutually agreeable schedule, in accordance with the terms set forth herein.
- b. The Agency agrees that services rendered under this Agreement will conform to applicable Federal and State constitutional requirements, local laws, rules, regulations, including but not limited to, the New York State Worker’s Compensation Law, New York State Civil Service Law, New York State General Municipal Law, New York State and Federal Human Rights Laws and applicable regulations of the Commissioner of Education.
- c. The SRO police officers shall be subject to all other personnel policies and practices of the Agency.

### **2. Purpose.**

The School District hereby agrees to secure the services of the Agency and the Agency agrees to provide the service of one (1) police officer to fill one (1) full time SRO position at a designated site. Staffing will commence the first school day of the academic year of the District until the final school day of the academic year and shall include additional occasions of off-site in-service police officer training. Specifically, the Agency agrees to have one (1) SRO on site at the

designated School District building(s) from 6:30 a.m. to 2:30 p.m. each day that school is in session during the school year.

### **3. Term.**

The term of this Agreement shall commence on the date the Agreement is executed by both parties and shall terminate on the final day of the 2019-2020 academic year, except the designated in-service training events which fall outside the academic schedule.

This Agreement may be terminated upon thirty (30) days' written notice to the other party at said party's designated address. Any extension or renewal of said agreement shall be authorized by the School District Board of Education and the Town Board of the Town of East Greenbush.

### **4. Compensation and Other Costs**

a. SRO Compensation. The Agency agrees to provide and to pay the SRO's salary and employment benefits.

b. Agency Compensation. The District agrees to reimburse the Agency for fifty (50%) percent of all the SRO's salary and employment benefits.

c. Other Costs The Agency at its expense, agrees to provide, facilitate and arrange all in-service police officer training including instruction, tuition, all training supplies and material. The Agency further agrees at its expense, to provide and maintain ownership of all equipment necessary for the proper deployment of one (1) police officer to carry out the SRO assignment.

i. Invoices. The District will be invoiced monthly. All payments owed by the School District to the Agency under the terms of this Agreement shall be made within thirty (30) days after the School District's receipt of an invoice from the Agency.

**5. School District Duties.** In addition to any responsibilities of the School District set forth in this Agreement, the School District will:

a. Confirm that the SRO has received all training required under the terms of this Agreement by obtaining a certificate from the Agency evidencing the training requirement has been satisfied.

b. Train staff annually regarding the appropriate role of SRO in schools and appropriate conditions under which SRO assistance may be requested.

c. Review data collected by the Agency at least once each year pertaining to all school-based searches, seizures, citations, ticketing, arrests, use of force, interrogations, and court referrals, disaggregated by location of arrest/school, charge, arresting agency, gender, age, race/ethnicity, disability and ESL status, and use such data to evaluate and revise policies to ensure the Agreement is carried out in



a manner consistent with civil rights and anti-discrimination law as such data is articulated in the ~~standard New York State Incident Report.~~

d. To the extent permitted by law and/or School District policy, provide designated SRO with an office which includes access to a location for files and records that can be properly locked and secured.

e. Provide the SRO access to other general office equipment such as fax machines, copy machines, etc.

f. The School District acknowledges that the SRO may be required to attend, at the direction of the Agency, emergencies, special needs and training functions as deemed necessary by the Agency. In the event of certain emergency situations, the Agency reserves the right to reassign the SRO to deal with the emergency.

g. The SRO shall be granted all legally required breaks.

## **6. Agency Duties**

a. General Obligations of the Agency.

The Agency will:

i. Train the SRO regarding their role in the School District prior to his/her placement in the School District, or as soon as possible thereafter, by providing all tuition, workbooks, transportation and all other costs, other than salary, associated with successful completion of the New York State, DCJS, School Resource Officer Training Program.

Such training should encourage the SRO to exercise discretion to minimize arrests for minor misbehaviors and use all available diversion programs and other alternatives to arrest. Such training may also include topical areas such as child and adolescent development and psychology; age-appropriate responses; cultural competence; restorative justice techniques; special accommodations for students with disabilities; practices proven to improve school climate; and challenges relative to lesbian, gay, bisexual, transgender students and questioning of students.

ii. Collect data reflecting all school-based searches, seizures, citations, ticketing, arrests, use of force, interrogations, court referrals, and disaggregate the data by location of arrest/school, charge, arresting agency, gender, age, race/ethnicity, disability and ESL status. Said data shall take the form of individual New York State Incident Reports and shall be provided to the District on the same day the report is created. The Agency shall otherwise provide this data to the School District as requested.

b. Duties of SRO.

The Agency shall provide the District with police officers capable of the following work rules:

- i. Report directly to the East Greenbush Police Department Chief of Police or his/her designee;
- ii. Provide for the security and safety of all students, staff, and visitors, protect school property and maintain order in and around the school site;
- iii. Attend Superintendent's hearings with students as requested by the School District;
- iv. Provide intervention between students and/or staff using appropriate techniques to calm and control situations;
- v. Under the supervision of the Chief of Police or his/her designee, and in coordination with the School District's administration, investigate all crimes and incidents occurring on and in the vicinity of school grounds. Provide the appropriate documentation for such investigations;
- vi. Report all violations of law, school rules, regulations or policies to the School District's administration;
- vii. Enforce all governing New York State and federal laws, rules, and regulations and assist schools in meeting requirements mandated by New York State law;
- viii. Act as liaison with police and other emergency personnel.
- ix. Build relationships by being a liaison between the East Greenbush Police Department and the School District;
- x. Advise the School District's administration of any circumstances or situation that may create any potential harm to persons, or damage to, or loss of property;
- xi. When feasible and requested to do so by School District's officials, and in a manner which does not infringe upon individuals' Constitutional rights, screen persons entering the building or school grounds;
- xii. Become familiar with all hidden recesses in the building and check them periodically;
- xiii. Maintain post integrity. Be highly visible and available at all times and refrain from unnecessary fraternization with other officers/employees of the School District;
- xiv. Question any individual not having appropriate identification to ascertain his/her status;
- xv. Develop and maintain a positive and open relationship with students, administrators, faculty, staff, and parents;
- xvi. When requested, participate in meetings with school officials, parents or the School Board to assist in dispute resolution and/or in developing policy and procedures concerning school safety. Additionally, provide information to students and staff in regard to DWIs, weapons, the sale of illegal drugs, etc.;
- xvii. Seize and store/dispose of any illegal substance or contraband seized by school officials as required/not required for evidence in the prosecution.
- xviii. Educate potential school-age victims in crime prevention and safety; and
- xix. Develop or expand crime prevention efforts for students.

c. Event Duties. Upon request of the School District, the Agency will request the

SRO for School District events, including athletic events, in order provide a safe and secure environment, prevent crime, maintain order, protect persons and property, and respond to and implement emergency services when required. However, SRO's will not replace or substitute for police officer coverage of the Districts special events and security details.

d. All Duties. SRO shall not enforce school rules or policies: matters of school discipline shall be referred to the appropriate building principal. The SRO shall abide by School District policies except to the extent that such policies conflict with the officer's responsibilities as a law enforcement officer or in a situation where life or property is in danger. All of the obligations of the Agency as required under this Agreement shall be met without discriminating on the basis of race, color, sex, national origin, language status, disability, religion, sexual orientation, or membership in any other protected class.

**7. SRO Program Objectives.** The objectives of the SRO program are to:

- a. Provide a police presence at School District events in order to promote and provide an atmosphere of enhanced school safety for faculty, staff, students and school visitors.
- b. Provide a Law Enforcement resource to students, teachers, school administrators and parents, so as to:
  - i. Increase student awareness about personal safety, crime prevention, internet safety, conflict resolution, violence prevention, restorative justice, peer mediation, other related topics through formal and informal instructional strategies; and
  - ii. Increase school faculty and staff awareness about policies and procedures for preventing/responding to incidents of violence and other threats to school safety.
- c. Facilitate crime prevention, Law Enforcement, and security consultation.
- d. Build lines of communication and promote positive attitudes between students and the East Greenbush Police Department
- e. Proactively address problems and pressures as they relate to students before such problems manifest into socially and legally unacceptable behavior. These problems may involve the use of alcohol, drugs, tobacco, illegal and prohibited substances. They may also involve peer pressure and sexual activity.
- f. Provide a positive role model to the students.
- g. Provide education in law enforcement as requested and appropriate.

**8. Qualifications of SRO.** All individuals performing SRO services under this Agreement shall be and remain at all times properly licensed and/or credentialed in accordance with applicable law to perform services in accordance with this Agreement.

The SRO shall meet the following qualifications:

- a. Be a full time, certified police officer of the State of New York;
- b. Have excellent communication skills;
- c. Be able to relate well to children of all ages; and
- d. Possess good coordinating and planning skills.
- e. Successfully complete as soon as possible (or have already completed) the 32 hour NYS School Resource Officer Training Course.

**9. Independent Contractor.**

The Agency shall be providing services to the School District as an independent contractor, and any and all services performed by the SRO under this Agreement shall be performed in such capacity. The SRO shall not hold himself/herself out as, nor claim to be, an officer or employee of the School District, nor make any claim, demand, or application to or for any right or privilege applicable to an officer or employee of the School District, including, but not limited to, workers' compensation coverage, unemployment insurance benefits, social security coverage, disability benefits, or retirement membership or credit. The SRO shall not have or hold himself/herself out as having the authority or power to bind or create liability for the School District by the SRO's acts or omissions. As the SRO's employer, the Agency shall comply with all Federal, State, and local laws rules and regulations. The Agency shall pay any applicable taxes, including income taxes, workers' compensation insurance, unemployment insurance payment, disability insurance payment, and/or any other payments that may be required under the laws, rules, or regulations of any government agency having jurisdiction over the Agency or its relationship with the School District. The School District shall reimburse the Agency for these costs as set forth under Section 4b- Agency Compensation. The Agency further agrees to indemnify and hold the School District harmless against any claim, cost, penalty, damage, or expense (including attorneys' fees) related to either party nonpayment and/or underpayment of any such taxes or payments. These provisions shall survive any expiration, termination, or non-renewal of this Agreement. An SRO assigned to the School District is under the direct supervision of the command officers of the East Greenbush Police Department. The School District shall have no ability to control the manner, means, details or methods by which the SRO, East Greenbush Police Department, or its agents perform services under this Agreement except as provided herein and as required by federal, state, or local laws, rules, and regulations.

## **10. Absences and Replacements**

a. Absences. In the event an assigned SRO is to be absent from work, the SRO shall notify the Agency supervisor. The Agency shall will detail a qualified officer to cover the assignment. This substitute officer coverage will be at the Agency's expense.

b. Replacements and Removals. In the event that the Superintendent of Schools and/or the Agency determines that the work of an SRO is unsatisfactory to either or both, then in that event, the Superintendent and the Agency shall meet to seek agreement or corrective action. If the Superintendent of Schools and the Agency are unable to agree upon corrective action, then either upon written notice to the other may terminate the SRO's assignment at the School District. The Superintendent of Schools and the Agency shall thereafter meet to determine if a replacement SRO can be assigned to the school district together with modification of the terms of employment and supervision if appropriate.

i. Irrespective of the above provisions, the parties must comply with any applicable due process requirements under the New York State Civil Service Law prior to the termination or reassignment of an SRO.

ii. In the event of the resignation, dismissal or reassignment of the SRO, or in case of long-term absences by the SRO, the Agency with agreement from the Superintendent of Schools, shall provide a temporary replacement for the SRO within thirty (30) days of receiving notice of such absence, dismissal, resignation or reassignment. As soon as practicable, the Agency and the School District shall find a suitable, permanent replacement for the School Resource Officer.

## **11. Confidentiality.**

The parties agree that all information exchanged is considered confidential under federal and New York State Law and will be used only for the purpose outlined in the Agreement.

## **12. Indemnification.**

a. Except for any liability, damages, claims, demands, costs, judgments, fees, and attorneys' fees contributed to, caused by or resulting from the negligence or willful misconduct of the Agency, its officers, employees or agents, the School District shall indemnify and hold harmless the Agency, its officers, employees and agents from and against any and all liability, damage, claims, demands, costs, judgments, fees, attorneys' fees or loss arising directly or indirectly out of the negligent acts or omissions hereunder by the School District; and the School District shall provide defense for and defend, at its sole expense, any and all claims, demands or causes of action directly or indirectly arising out of such acts or omissions and shall bear all other reasonable costs and expenses related thereto.

b. Except for any liability, damages, claims, demands, costs, judgments, fees, and attorneys' fees contributed to, caused by or resulting from the negligence or willful misconduct of the School District, its officers, employees or agents, the Agency shall indemnify and hold harmless the School District, its officers, employees and agents from and against any and all liability, damage, claims, demands, costs, judgments, fees, attorney's fees or loss arising directly or indirectly out of the negligent acts or omissions hereunder by the Agency, the SRO, or third parties under the direction or control of the Agency; and the Agency shall provide defense for and defend, at its sole expense, any and all claims, demands or causes of action directly or indirectly arising out of such acts or omissions and shall bear all other reasonable costs and expenses related thereto.

### **13. Insurance.**

The East Greenbush Police Department maintains Excess General Liability and Automobile Liability Insurance with New York Municipal Insurance Reciprocal, at a limit of \$5,000,000 in excess of underlying General Liability (\$1,000,000/\$3,000,000) and Automobile Liability policies with limits of \$1,000,000 per occurrence. The School District and its officers, employees, and agents shall be named as Additional Insureds on a direct primary basis under the policy issued for these coverages. The East Greenbush Police Department shall provide proof of statutory coverage in compliance with New York State Workers' Compensation Law and a copy of the applicable Additional Insured endorsement form evidencing the coverage outlined herein.

### **14. Search and Seizure Procedures.**

The SRO will follow the rules of probable cause in conducting searches on school grounds, and a search warrant may be obtained if necessary. The SRO reserves the right to search in cases where the SRO has sufficient legal cause to believe that a student or staff member is armed. The SRO will not be considered an agent of the School District when conducting searches.

### **15. Records Retention.**

The parties agree that the Agency will maintain all records in connection with this Agreement for a period as required by law.

### **16. Non-Appropriation.**

Should funds become unavailable or should appropriate governing bodies fail to approve sufficient funds for completion of the services or programs set forth in this Agreement, the School District shall have the option to immediately terminate this Agreement upon providing written notice to the other party. In such event, the School District shall be under no further obligation to the Agency other than payment for cost actually incurred prior to termination and in no event will the Agency be responsible for any actual or consequential damages as a result of termination.

## **17. Possession of Firearm on School Grounds**

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The parties agree that the SRO may maintain possession of a firearm on school grounds in accordance with their status as a certified, full time police officer in New York State.

## **18. Governing Law.**

The Agreement shall be construed and interpreted in accordance with the laws of New York State.

## **19. Assignment.**

This Agreement may not be assigned by either party.

## **20. Interpretation.**

The language of all parts of this Agreement in all cases shall be construed as a whole, according to its fair meaning, and not strictly for or against any party, regardless of who drafted it.

## **21. Waiver.**

The failure of any party to insist on the strict performance of any provision of this Agreement or to exercise any right under this Agreement shall not constitute a waiver of such provisions or right. A waiver is effective only if in writing and signed and delivered by the waiving party.


## **22. Applicability.**

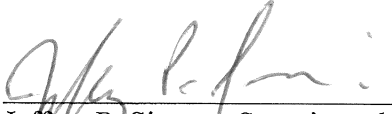
It is understood and agreed that the entire agreement of the parties is contained herein and that this Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter thereof. Any alterations, amendments, deletions, or waivers of the provisions in this Agreement shall be valid only when expressed in writing and duly signed by the parties.

## **23. Severability**

The invalidity or unenforceability of any provision of this Agreement shall in no way affect the validity or enforceability of any other provision.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seal the day  
and year first above written.

  
\_\_\_\_\_  
Jack Conway, Town Supervisor  
Town of East Greenbush  
Date 9/6/19  
SEAL

  
\_\_\_\_\_  
Jeffrey P. Simons, Superintendent  
East Greenbush Central School District  
Date 9/6/2019  
SEAL