

## INTERMUNICIPAL AGREEMENT

**THIS AGREEMENT**, made by and between the **WYNANTSKILL UNION FREE SCHOOL DISTRICT**, with offices at 25 East Avenue, Troy, NY 12180 (hereinafter referred to as the “District”), the **COUNTY OF RENSSELAER**, a municipal corporation of the State of New York, with offices at 99 Troy Road, East Greenbush, NY 12061 (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 eighty 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 to 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 lectures 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 disciplinarian. 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, 2023, and subject to earlier termination as provided below, shall continue in full force and effect until June 30, 2026, which is a period to include three (3) full school years. Prior to April 1, 2026, 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 **ONE HUNDRED THOUSAND FIVE HUNDRED DOLLARS (\$100,500)** 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, 2024	September 1, 2023 to December 31, 2023	\$33,500.00
April 15, 2024	January 1, 2024 to March 31, 2024	\$33,500.00
June 15, 2024	April 1, 2024 to June 30, 2024	\$33,500.00
January 15, 2025	September 1, 2024 to December 31, 2024	\$33,500.00
April 15, 2025	January 1, 2025 to March 31, 2025	\$33,500.00
June 15, 2025	April 1, 2025 to June 30, 2025	\$33,500.00
January 15, 2026	September 1, 2025 to December 31, 2025	\$33,500.00
April 15, 2026	January 1, 2026 to March 31, 2026	\$33,500.00
June 15, 2026	April 1, 2026 to June 30, 2026	\$33,500.00

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:** 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.
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.
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 the 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.

**WYNANTSKILL UNION FREE SCHOOL DISTRICT**

BY: \_\_\_\_\_ DATE: \_\_\_\_\_  
Superintendent, WUFSD

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

On this \_\_\_\_ day of \_\_\_\_\_, 2023, before me, the above signed, \_\_\_\_\_, 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.

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

**RENSSELAER COUNTY SHERIFF**

BY: \_\_\_\_\_ DATE: \_\_\_\_\_  
Sheriff, Rensselaer County

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

On this \_\_\_\_ day of \_\_\_\_\_, 2023, before me, the above signed, \_\_\_\_\_, 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.

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

**RENSSELAER COUNTY LEGISLATURE**

BY: \_\_\_\_\_  
County Executive, Rensselaer County

DATE: \_\_\_\_\_

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

On this \_\_\_\_ day of \_\_\_\_\_, 2023, before me, the above signed, \_\_\_\_\_, 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.

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

**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 interdisciplinary teams deemed appropriate.
- iii. Promotes programs that stress good citizenship and positive moral development.