

**Agreement between the
Bethlehem Central School District
and
The Town of Bethlehem Police Department**

This Agreement is entered into by and between the Bethlehem Central School District, with offices at 700 Delaware Avenue, Delmar NY ("the District") and the Town of Bethlehem Police Department located at 445 Delaware Avenue, Delmar NY ("the Town").

RECITALS

WHEREAS, the District has agreed to provide funds to the Town for the services of School Resource Officers as per Appendix A; and

WHEREAS, the Town has agreed to provide School Resource Officer ("SRO") services upon the terms and conditions set forth in this Agreement.

NOW, THEREFORE, the Parties AGREE as follows:

TERM:

1. The term of the original Agreement which commenced as of July 1, 2018 and terminated on June 30, 2021, and as was amended and extended through June 30, 2022, is further amended and extended through June 30, 2025. Either party reserves the right to cancel this Agreement with or without cause, upon 30 days written notice by either party without further obligation to either party.

PAYMENT AND HOURS:

2. The District shall provide payment to the Town as per Appendix A, to be used to fund the salary and/or benefits of the assigned SRO's. Such funds shall be provided to the Town semi-annually, within 30 days of invoicing by the Town, as per Appendix A. Provided, however, that if the Agreement is terminated pursuant to section 1, the Town shall refund the pro rata unexpended remainder of said payment to the District within 30 days. Additionally, should the Town not provide the agreed upon staffing levels, a pro rata reduction in fees will be made, for each ten (10) consecutive school days of staff absence, commencing with the eleventh (11th) day of consecutive absence. Absences for the purpose of SRO training will not count toward the ten day period of absences otherwise resulting in a pro rata fee reduction.
3. The SRO's shall work for the benefit of the District and for families in the community, as per Appendix A. The normal hours of a workday for the SRO shall be aligned with the school day for all days that students are in session. Hours may be flexed to accommodate special events by mutual agreement. The District may request additional hours by mutual agreement, for special details, with the District paying the hourly rate for such additional hours as per Appendix A.

COMPLIANCE WITH DISTRICT MISSION AND GOALS:

4. As a service provider to the students of the District, the Town will be committed to excellence and guided by the District's Mission and Vision.

SERVICE REQUIREMENTS:

5. The Town will provide the District with full-time SRO services as described in Appendix A, and as follows: The SRO's primary duties are to serve as a liaison between the school, families, and the community regarding law enforcement and law related concerns and supporting an atmosphere

where students, teachers and staff feel safe. SROs are specially trained and receive regular professional development regarding school systems, student populations and developing relationships with school administrators, teachers and students. This special training supports their work visiting classrooms and teaching students concepts of safety and crime prevention techniques and providing a positive image of law enforcement to help young people make constructive choices in their lives. As a law enforcement professional, the SRO can investigate criminal activity occurring on school campuses in accordance with New York State law and school district policies, and can be available for conferences with students, parents, and staff regarding law related concerns, if requested by the District or community parent. Students may come to the SRO to discuss issues and seek individual attention.

THE TOWN (SRO) SHALL:

6. Enhance school safety by providing an increased on-site police presence, inclusive of all customary law enforcement related equipment, in and around the premises of all District facilities.
7. Increase students' awareness about topics such as crime prevention, internet safety, conflict resolution, violence prevention, restorative justice, school attendance, and peer mediation by making educational presentations to student audiences as requested by the District regarding topics such as, but not limited to, crime prevention, internet safety, conflict resolution, violence prevention, restorative justice, school attendance, and peer mediation.
8. Increase staff awareness about policies and procedures for preventing/responding to incidents of violence and other threats to school safety by making educational presentations to staff audiences regarding policies and procedures for preventing/responding to incidents of violence and other threats to school safety and active participation in any District-wide School Safety Committees.
9. Actively participate, if requested by the District or community parent, in conferences with students, parents, and staff regarding law related concerns.
10. Investigate criminal activity occurring on school campuses in accordance with New York State law and school district policies and will communicate with the District, to the extent that said communication does not compromise the criminal investigation, the substance of said investigation.
11. The SRO shall communicate with District staff regarding arrests made on school grounds and communicate with prosecuting agencies on behalf of the District regarding said arrests and any proposed and/or desired resolutions.
12. The SRO shall communicate any absences from the building to the building principal, and shall advise whom to contact should an issue arise during their absence. In the event an SRO is unavailable to the District for an entire school day, the SRO must also notify the Chief of Police (or their designee). Following five (5) consecutive school day absences, the Chief of Police must promptly notify the building principal, the District's Chief Business and Financial Officer and the Town's Comptroller of such absence, in writing.

THE DISTRICT SHALL:

13. Be responsible for managing all school disciplinary matters, and the District shall not involve the SRO in school disciplinary matters unless such matters may constitute criminal activity as defined by the New York State Penal Law. In such cases, sections 10, 11, 21 and 22 of this Agreement shall define the parameters of SRO involvement in interviews and potential arrests on school campuses.

14. Afford the SRO the same rights, capabilities, capacities and access to District facilities and security cameras (including video captured on school buses) as any school administrator (while on district premises), provided, however, that the SRO shall not be entitled to the salary, benefits or other terms and conditions of employment for District administrators. Additionally, upon availability of remote, web-based access to the District's security camera system, the District will provide the Police Department's command staff with access to the system solely for the purpose of supporting the SRO's performance of the functions set forth in this agreement. Use of any video recording and/or access to the District's security cameras for any other purpose, including any law enforcement purpose, is expressly prohibited without the express written consent of the Superintendent and/or a subpoena or court order. Non-uniformed personnel or any other individuals are prohibited from receiving access to district security footage without the express, written consent of the Superintendent.
15. Provide the SRO with office space, which shall include, at a minimum, a desk, working telephone, computer and internet access.
16. Immediately communicate to the Police Chief any observed instances or allegations of misconduct or abuse of discretion committed by the SRO so that disciplinary and corrective measures may be taken.

SELECTION OF SRO:

17. The Town will select each SRO to be assigned to the District. Factors which the Town shall consider during the selection process include the following:
 - The SRO must be capable of conveying a positive police presence in the school and in the community.
 - The SRO must have the ability to be a positive resource to the school, staff, students, parents and residents in the surrounding neighborhood.
 - The SRO must agree to attend any training schools or classes that are needed to increase his/her skills for the position.
 - The SRO shall attend training in diversity/equity/inclusion, cultural responsiveness, de-escalation, and responding to sexual harassment either offered by the District or outside of the District. The Town will encourage the SRO to participate, upon invitation, in relevant District-level training offered to staff.

REMOVAL OF SRO:

18. In the event the District administration has cause to believe that a particular SRO is not effectively performing in accordance with the Agreement, the Superintendent may recommend in writing to the Police Chief that the SRO be removed from the program. Within ten business days after receiving the recommendations, the Police Chief will meet with the Superintendent to discuss the recommendation. If the problem cannot be resolved in the opinion of both the Superintendent and the Police Chief, or their designees, then the SRO shall be removed from the assignment to the District. If the Town is able to provide another SRO, the replacement SRO will be selected in accordance with this Agreement. The selection process shall commence promptly after the removal of the prior SRO, and the new SRO shall commence work as soon as reasonably practicable after removal of the prior SRO. If the Town is not able to provide another SRO, the District will receive a reduction in fees as provided for within section 2 and Appendix A.

INTERVIEWS AND ARREST PROCEDURES:

19. If the SRO plans to interview possible suspects or victims of crime pursuant to section 10 of this Agreement, the SRO, to the extent practicable, will advise the Building Principal or his/her

designee and work with the Building Principal and his/her designee to minimize disruption to the school, staff, and students. In the event that the SRO wishes to interview a student who is under age 18, District employees will make parental notification and seek parental consent for such interviews in accordance with policy as established in District regulations and the applicable laws of the State of New York. Provided, however, that nothing herein is intended to prevent the SRO from interviewing a student, without parental notification or consent, in connection with a Child Protective Services (CPS) investigation of suspected child abuse or neglect or as requested by the Building Principal. The Building Principal or his/her designees may request to the SRO that s/he be present during the interview of a student. If permitted, the Building Principal or his/her designee will be present solely as an observer of the interview and not a participant therein. In the event that the arrested student is a juvenile, the District will notify the parents or legal guardian pursuant to the District's policy and procedure. The Town may also make notification as may be necessary under its own guidelines.

PERSONNEL:

20. The Town will be solely responsible for employing and compensating any individuals necessary for executing the services outlined in this Agreement.

INDEMNITY AND INSURANCE:

21. The Town agrees to defend, indemnify and hold the District, its officers, employees, and agents, harmless, at all times during and after the term of this Agreement, from and against all claims, damage, losses, and expenses (including without limitations, reasonable attorneys' fees) arising from, or in any way connected with the negligent or intentional acts or omissions of, or a breach of any term or condition contained in this Agreement by the Town, its employees, agents or representatives.
22. The Town shall maintain a policy of public liability and property damage insurance in which the District is named as an additional insured. The policy shall be non-cancelable without ten (10) days prior written notice to the District. The minimum limits of coverage of such insurance shall be \$1,000,000 for injury or death, per person or per incident, and \$1,000,000 with respect to property damage. The Town shall also provide Workers Compensation coverage in accordance with New York State law at all times during the term of this Agreement. A certificate of insurance shall be provided to the District upon request.

PROVIDER STATUS:

23. It is understood and agreed that the Town, and its employees and agents, is an independent contractor and that it cannot bind the District to any obligation, or subject it to any liability whatsoever. As an independent contractor, the Town and any persons engaged by it shall not be entitled to any medical, health, pension, retirement, disability, unemployment, workers compensation or other insurance or coverage, or any other benefit, similar or dissimilar, from the District. Both parties shall make all tax or other governmental reports in accordance with their status as independent contractors.

ASSIGNMENT:

24. Neither party may assign its rights or obligations under this Agreement without the written consent of the other party.

ENTIRE AGREEMENT:

25. This Agreement constitutes the entire Agreement between the parties. No amendment may be made in any of its terms without the written consent of the parties.

PRINCIPAL CONTACTS:

26. The principal contacts for this instrument are:

TOWN OF BETHLEHEM, POLICE DEPARTMENT:

GINA COCCHIARA, CHIEF OF POLICE
447 Delaware Avenue
Delmar NY 12054

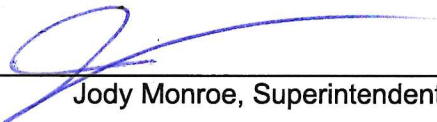
BETHLEHEM CENTRAL SCHOOL DISTRICT:

JODY MONROE, SCHOOL SUPERINTENDENT
700 Delaware Avenue
Delmar NY 12054

IN WITNESS THEREOF, the parties hereto have caused this Agreement to be executed by their respective duly authorized officers intending to be legally bound.

BETHLEHEM CENTRAL SCHOOL DISTRICT

BY: _____


Jody Monroe, Superintendent

TOWN OF BETHLEHEM, POLICE DEPARTMENT

BY: _____


Gina Cocchiara, Police Chief

APPENDIX A: SCHEDULE OF STAFFING AND RATES

Upon ratification of the agreement by both the Town of Bethlehem and the Bethlehem Central School District, any changes in amounts due for services will be adjusted retroactively, if needed.

The fees reflect the service requirement of two (2) School Resource Officers (SRO's). One officer will be assigned to the high school. The other officer will primarily be assigned to the middle school, and may also spend some time at the elementary schools as may be desired. Although the Town may employ more than two SRO's, and may use other SRO's as substitutes to cover absences by the assigned SRO's, for purposes of this agreement, the service requirement is established at two funded positions.

	July 1 – Dec. 31	Jan. 1 – June 30	Hourly Rate, Special Details
2022	\$50,000		\$102
2023		\$55,000	\$104
2023	\$55,000		\$106
2024		\$60,000	\$108
2024	\$60,000		\$110
2025		\$65,000	\$112

Reductions in fees due to temporary reductions in staffing levels will be calculated as follows:

Weekly Fee per Officer:

Applicable fee divided by 20 academic weeks (as per the 6-month fees noted above), divided by two (2) officers, commencing on the 11th consecutive day of absence.

Example:

If one officer is out three full weeks:

$\$36,000 / 20 \text{ weeks} = \$1,800 / 2 = \$900 / \text{officer/week} \times 1 \text{ week} = \$900 \text{ credit due to District}$