

**AMENDMENT TO AGREEMENT
BETWEEN
THE BETHLEHEM CENTRAL SCHOOL DISTRICT
AND
THE TOWN OF BETHLEHEM POLICE DEPARTMENT**

THIS IS AN AMENDMENT TO A CONTRACT, made and entered into this 6th day of Sept., 2023, by and between THE BETHLEHEM CENTRAL SCHOOL DISTRICT, a municipal corporation having its principal office at 700 Delaware Avenue in the Hamlet of Delmar, Town of Bethlehem, County of Albany and State of New York, acting by and through its Board of Education, hereinafter sometimes referred to as the "DISTRICT" or the "BOARD," and THE BETHLEHEM POLICE DEPARTMENT, having its principal office at 447 Delaware Avenue in the Hamlet of Delmar, Town of Bethlehem, County of Albany and State of New York, hereinafter sometimes referred to as the "TOWN" or the "POLICE DEPARTMENT" both PARTIES sometimes hereinafter being collectively referred to as the "PARTIES."

WHEREAS, the Board and the Town are committed to providing safe schools where students can learn and teachers can teach and agree that effective schooling requires a safe and orderly environment in which learning can occur;

WHEREAS, in accordance with Education Law § 2801-a, the Board entered into an Agreement with the Town on or around July 1, 2018, which was subsequently amended and extended through June 30, 2025 (the "Agreement"), for the purposes of, *inter alia*, the Town providing a School Resource Officer to the District upon certain agreed upon terms and conditions; and

WHEREAS, the Parties seek to Amend the Agreement, to clarify the terms and conditions of surrounding a Police Department member's use of body-worn cameras in their capacity as an SRO at the District.

NOW THEREFORE, the Parties agree to the following Amendments to the Agreement:

1. Section 14 of the Agreement shall be revised to state as follows:

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 District's security system solely for the purpose of supporting the SRO's performance of the functions set forth in the 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. SROs are prohibited from making copies and/or retaining recordings of District security footage, except as otherwise authorized by the Superintendent.

For purposes of this Agreement, the term “portable audio/video recorder,” as used in the Town of Bethlehem Police Department Policy 424: Portable Audio/Video Recorders (“Police Department Policy”), shall mean and be referred to by the more commonly known term of “body-worn camera.”

Police Department members acting in an SRO capacity at an assigned District facility during regular school hours shall not wear a body-worn camera. However, SROs at an assigned District facility during regular school hours shall have access to a body-worn camera in the event of an emergency at the District, which requires the SRO to engage in law enforcement activities.

Police Department members who are engaged in performing work outside of school hours in an SRO capacity at the District shall wear a body-worn camera in a conspicuous manner, including but not limited to after school events at the District where members of the public are permitted to attend. If body-worn cameras are activated and are in use on District property outside of school hours, SROs shall activate and use body-worn cameras only to the extent allowed by applicable law, regulations, and Police Department Policy. SROs shall only activate and utilize body-worn cameras while under District supervision.

In compliance with Police Department Policy, federal, state, and local law, including but not limited to the Family Educational Rights and Privacy Act, upon the District’s request, the Police Department shall make available to the District copies of body-worn camera footage taken by SROs in furtherance of this Agreement, unless the Police Department determines that such access would impair an ongoing law enforcement investigation, criminal prosecution, or would be contrary to any applicable laws, rules or regulations. Such access will be subject to any redactions required by applicable law, policy, or contract.

In compliance with Police Department Policy, federal, state, and local law, including but not limited to the Family Educational Rights and Privacy Act, upon the District’s request, the Police Department shall also permit the District to view body-worn camera footage taken by SROs in furtherance of this Agreement, unless the Police Department determines that such access would impair an ongoing law enforcement investigation, criminal prosecution, or would be contrary to any applicable laws, rules or regulations. Such access will be subject to any redactions required by applicable law, policy, or contract.

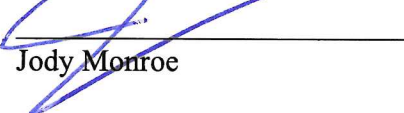
Body-worn camera footage taken by an SRO in furtherance of this Agreement is owned by and is the property of the Town. Any public disclosure of body-worn camera footage taken by an SRO in furtherance of this Agreement, either in response to a Freedom of Information Law request or otherwise, shall comply with all applicable laws concerning student privacy. Should the Police Department or the SRO seek or intend to disclose body-worn camera recording to a third-party, the Police Department shall promptly provide written notice to the District prior to releasing such body-worn camera recording.

SROs are prohibited from making copies of body-worn camera recordings created while on-duty or while acting in an official capacity. SROs are also prohibited from retaining recordings of activities or information obtained while on-duty, whether the recording was created with department-issued or personally owned recorders. SROs shall not duplicate or distribute such recordings, except as otherwise authorized by the Police Department and the Superintendent.

Body-worn camera recordings taken by an SRO in furtherance of this Agreement shall be retained by the Police Department for a period of time consistent with Police Department Policy.

All body-worn camera recordings taken by an SRO in further of this Agreement shall be retained in a confidential location by the Police Department and the District, to the extent permitted by law.

SUPERINTENDENT OF SCHOOLS

By: 
Jody Monroe

Date: 8/29/2023

TOWN OF BETHLEHEM POLICE DEPARTMENT

By: 

Date: 9/6/2023