

**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, and then subsequently amended and extended through June 30, 2025, is further amended and extended through June 30, 2028. 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 days 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 Appendix D, and as follows: The SRO's primary duties are to serve as a liaison between the schools, 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 (Reference Appendix D for School Resource Officer Job Description):

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. Upon the request of the District, investigate criminal activity alleged to have occurred or be 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 as any school administrator. With respect to access to student records and security cameras (including video captured on school buses) the District shall afford the SRO and representatives of the Police Department with access in accordance with the provisions of FERPA and Section 2-d of the New York Education Law. Additionally, should the Police Department's command staff have concerns about the SRO's performance of the functions set forth in this agreement, the District will save relevant video recordings for potential use by the Town in accordance with FERPA and New York Education Law Section 2-d. 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, after consulting with the District Superintendent of Schools, 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.

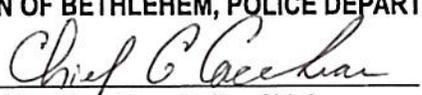
BETHLEHEM CENTRAL SCHOOL DISTRICT

BY:  Date: 7/2/25
Jody Monroe, Superintendent

TOWN OF BETHLEHEM, SUPERVISOR'S OFFICE

BY:  Date: 7/9/2015
David VanLuven, Town Supervisor

TOWN OF BETHLEHEM, POLICE DEPARTMENT

BY:  Date: 7/9/25
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
2025	\$70,000		\$115
2026		\$75,000	\$115
2026	\$75,000		\$118
2027		\$80,000	\$118
2027	\$80,000		\$121
2028		\$85,000	\$121

Special Details:

A special detail is considered an event or time for which the District requests police officers to participate or attend a school function that is outside their regular duties, responsibilities, and work hours. Issues involving police investigations do not constitute a paid detail.

Reductions:

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:

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

APPENDIX B: SRO USE OF BODY WORN CAMERAS

Town 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 on District grounds 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.

In compliance with Town Police Department Policy, federal, state, and local law, upon the District's request, the Police Department shall make available to the District copies of body-worn camera footage, or allow 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 furtherance of this Agreement shall be retained in a confidential location by the Police Department and the District, to the extent permitted by law.

APPENDIX C: DATA ACCESS

The District and Town agree to ensure that access to District data by the Department is conducted in a responsible, lawful, and confidential manner.

1. Purpose of Data Access

The Department may access student data maintained by the District only when responding to an explicit safety concern or emergency situation triggered by a Gaggle alert. Access shall be limited to the specific information

necessary to address the nature of the alert.

2. Compliance with District Policies

The Department and all of its specified users shall comply with the District's Acceptable Use Policy (AUP) and all other relevant district policies and state and federal laws governing the privacy and security of student information, including but not limited to:

- The Family Educational Rights and Privacy Act (FERPA)
- The Children's Online Privacy Protection Act (COPPA)
- New York State Education Law 2-d (if applicable)

The Department shall ensure that all officers and other personnel handling district data are trained on and adhere to these policies.

3. Data Confidentiality and Restrictions

a. Limited Use – Data accessed under this Agreement shall only be used for responding to the specific Gaggle alert or related emergency situation.

b. Non-Disclosure – No information obtained from the District shall be shared, released, or disclosed to any party not directly involved in resolving the incident, unless required by law.

c. No Public Disclosure – Under no circumstances shall data obtained from the District be disclosed to the media, posted on social media, or otherwise made publicly available.

d. Access Logging – The District reserves the right to audit and review access logs to ensure compliance with this Agreement.

4. Data Security and Handling

- The Department shall implement reasonable administrative, technical, and physical safeguards to protect District data from unauthorized access, loss, or misuse.
- Any breach, unauthorized access, or improper use of District data must be reported to the District immediately and investigated in collaboration with District officials.
- The Department shall ensure that any electronic access to District data is conducted only using secure, authorized devices and networks.

5. Termination of Access

The District reserves the right to revoke access to data at any time if the Department is found to be in violation of this Agreement. Continued access shall be contingent upon compliance with all terms outlined herein.

APPENDIX D: School Resource Officer Job Description

Job Description: School Resource Officer (SRO)

Reports To: Police Department (Town), with coordination from the District Superintendent

Job Summary: The School Resource Officer (SRO) is a specially trained law enforcement professional assigned to the Bethlehem Central School District. The SRO serves as a liaison between the school community and law enforcement, helping to maintain a safe and secure learning environment. The SRO promotes positive relationships among students, staff, families, and the broader community while delivering education and support on safety and legal topics.

Key Responsibilities

Law Enforcement & Safety Support

- Act as a liaison between schools, families, and the community regarding law enforcement and law-related concerns.
- Investigate criminal activity on school campuses in accordance with New York State law and District policies.
- Collaborate with school administrators to minimize disruption during investigations.
- Assist, when requested, in conferences with students, parents, and staff on law-related matters, as well as truancy issues.
- Provide security guidance and emergency response in the event of incidents affecting school safety.

Prevention & Education

- Deliver age-appropriate instruction in classrooms on safety, crime prevention, and responsible decision-making.
- Promote awareness of issues such as drug use, cyberbullying, school violence, and personal safety.
- Serve as a positive role model and representative of law enforcement, fostering trust among students and staff.

Relationship Building

- Develop and maintain strong, trusting relationships with students, faculty, and parents.
- Provide individual attention to students who voluntarily seek support or guidance.
- Serve as a visible and approachable presence within the school.

Training & Professional Development

- Attend regular and specialized training sessions on school systems, adolescent development, and trauma-informed practices.
- Complete training in diversity, equity, inclusion, cultural responsiveness, de-escalation strategies, and responding to sexual harassment.
- Participate in District-led staff development programs when invited.
- Stay current on "best practices" and trends related to school safety, juvenile justice, and student mental health.

Administrative Expectations

- Collaborate with Building Principals when conducting interviews of students, especially minors, in line with District policy and legal requirements.
- Ensure that parental notification and consent are obtained for interviews of students under 18, unless exceptions apply (e.g., CPS investigations).
- Permit Building Principals or designees to observe interviews when appropriate.

District Support Provided

- Office space equipped with a desk, telephone, computer, and internet access.
- Access to school records and security cameras consistent with FERPA and NY Education Law Section 2-d (with strict limitations on use).
- Ongoing communication between District and Town leadership regarding SRO performance and conduct.

Qualifications

- Must be an active-duty law enforcement officer employed by the Town.
- Demonstrated ability to work effectively with youth, school personnel, and community members.
- Strong interpersonal and communication skills.

- Ability to project a positive police presence and build rapport with diverse student populations.
- Willingness to engage in ongoing professional development related to school-based policing.
- Knowledge of Criminal Law, the Family Court Act, and the Juvenile Justice System.

Performance Review & Removal

- Subject to feedback and performance reviews coordinated between the District Superintendent and the Police Chief.
- May be removed from the assignment upon recommendation of the Superintendent if documented performance concerns arise.

Compensation & Employment

- The SRO is employed and compensated by the Town. The position is not subject to the District's salary or benefit structure.