

**AGREEMENT BETWEEN  
THE SCHOOL BOARD OF SARATOGA SPRINGS  
CITY SCHOOL DISTRICT AND  
THE SARATOGA SPRINGS CITY**

This agreement, made and entered into this \_\_\_\_ day of June 2012 by and between the School Board of Saratoga Springs City School District, Saratoga Springs, New York (hereinafter "School Board") and the City of Saratoga Springs (hereinafter "City").

**WITNESSETH:**

- A. The School Board and the City desire to provide law enforcement and related services at the High School of Saratoga Springs, New York; and
- B. A School Resource Officer Program has been established for the public school system of Saratoga Springs, New York; and
- C. The School Board and the City recognize the potential outstanding benefits of the School Resource Officer Program to the citizens of Saratoga Springs, New York, and particularly the students of the public school system of Saratoga Springs, New York; and
- D. It is in the best interests of the School Board, the City, and the citizens of Saratoga Springs to continue this program.

Now, therefore, in consideration of the mutual promises and covenants herein contained, the School Board and the City hereby agree as follows:

**ARTICLE I**

A School Resource Officer Program is hereby continued in the public school system of Saratoga Springs, New York for the 2012-2013 school year. Said 2012-2013 program will last until July 15, 2013.

**ARTICLE II**

The City shall provide a School Resource Officer (hereinafter "SRO") as follows:

- A. The Chief of Police shall assign one employed member of the Saratoga Springs Police Department to the Saratoga Springs High School (hereinafter "School") to serve as SRO.
- B. Duty Hours of the School Resource Officer:
  - 1. The SRO shall be assigned to the School on a full-time basis and during those hours that the School is in regular session. He/she will be on duty on campus from 7:30 a.m. – 3:30 p.m., each school day. During his/her daily tour of duty, the SRO may be off campus performing such tasks as may be required by his/her assignments.

The Chief of Police may temporarily reassign the SRO during school holidays and vacations, and/or during periods of police emergency.

2. Regular working hours may be adjusted on a situational basis with the SRO's supervisor. These adjustments shall be approved in advance and should be scheduled to cover school related activity requiring the presence of the SRO.

The SRO will be off campus for training required by the City and for training that is mandated by state law.

C. Compensation for the School Resource Officer:

1. The SRO shall at all times be compensated at the rate he/she is entitled to be paid as a police officer under any collective bargaining agreement or agreements between Police Officers and the City of Saratoga Springs.

2. The School Board agrees to contribute Sixty-Five Percent (65%) of the regular monetary compensation referred to in paragraph C-1 above. The City shall remain responsible for Thirty-Five Percent (35%) of that regular monetary compensation.

3. The City shall remain responsible for any non-monetary compensation due as payable to the SRO under any collective bargaining agreement or agreements, including but not limited to benefits, insurance, and clothing allowance.

4. Overtime compensation for the SRO shall be scheduled by written request of the School District and shall be subject to prior authorization and prior approval by the Chief of Police in accordance with the Department's established Overtime procedures. The School District agrees to pay all overtime compensation, in full, for the SRO.

5. The City shall inform the School Board of any changes in Collective Bargaining Agreements that affect the SRO's rate of pay and/or the SRO's overtime rate of pay.

D. Duties of School Resource Officer:

1. Instructional responsibility of the SRO at the School:

a. The SRO shall act as an instructor for specialized, short-term programs at the School, when invited to do so by the Principal or member of the faculty with Principal approval.

b. The School Resource Officer shall make available to the School faculty and students a variety of law related presentations.

2. Additional duties and responsibilities of SRO:

a. The SRO shall coordinate all of his/her activities with the Principal and staff member concerned and will seek permission, advice, and guidance prior to undertaking any program within the school.

- b. The SRO shall develop expertise in presenting various subjects to the students. Such subjects shall include a basic understanding of New York State laws, the role of the police officer and the police mission.
- c. The SRO shall encourage individual and small group discussions with students, based upon material presented in class, to further establish rapport with the students.
- d. The SRO shall make himself/herself available for conferences with students, parents, and faculty members in order to assist them with problems related to law enforcement or crime prevention.
- e. The SRO shall become familiar with all community agencies which offer assistance to youths and their families including but not limited to: mental health clinics, drug treatment centers, etc. The SRO shall inform students and families regarding the existence and programs of such agencies, thereby acting as a resource person to the students, faculty and staff of the school.
- f. The SRO shall assist the Principal in developing plans and strategies to prevent and/or minimize dangerous situations which may occur on campus or during school sponsored events.
- g. Should it become necessary to conduct formal police activities with the students, the SRO shall adhere to School Board policy, police policy, and legal requirements with regard to such activities, including but not limited to, investigation and interviews, and searches/seizures.
- h. The SRO shall take law enforcement action as required. Except in an emergency situation, the SRO shall obtain the consent of the Principal of the School prior to taking such action. At the Principal's request, the SRO shall take appropriate law enforcement action against intruders and unwanted guests who may appear at the School, and related School functions. Except in an emergency situation, the SRO shall notify the Principal before requesting additional police assistance on campus.
- i. The SRO shall maintain detailed and accurate records of the operation of the School Resource Officer Program, and shall make them available to the Principal and Superintendent.
- j. The SRO shall not act as a school disciplinarian. However, if a violation of the law occurs, the Principal must contact the SRO and the SRO shall then determine whether law enforcement action is appropriate. The SRO will not be assigned to carry out non-instructional bargaining unit work. In fulfilling the duties under this contract, the SRO will be present to oversee student activities in the lunch room, at transition times in the hallways, and before and after school as the buses are arriving and departing.

**ARTICLE III**  
**Rights and Duties of the School Board**

The School Board shall provide to the full-time SRO at the School the following materials, and facilities, which are deemed necessary to the performance of the SRO's duties:

- A. Access to a properly lighted private office, which office shall contain a telephone that may be used for general business purposes,
- B. A location for files and records which can be properly locked and secured,
- C. A desk with drawers, a chair, work table, filing cabinet, and office supplies, and
- D. Access to a computer and/or secretarial assistance.

#### **ARTICLE IV**

#### **Employment Status of School Resource Officer**

The School Resource Officer shall remain an employee of the City and shall not be an employee of the Saratoga Springs City School District. The School Board and the Chief of Police acknowledge that the School Resource Officer shall remain within the chain of command of the Saratoga Springs City.

#### **ARTICLE V**

#### **Dismissal of School Resource Officer, Replacement**

- A. In the event the Principal of the School feels that the SRO is not effectively performing his or her duties and responsibilities, the principal shall recommend, in writing, to the Superintendent or his/her designee that the SRO be removed from the program and shall state the reasons therefore. Within a reasonable time after receiving the recommendation from the Principal, the Superintendent or his/her designee shall advise the Chief of Police or his/her designee of the principal's request.

The City shall make a final decision as to whether the SRO shall be removed from the program at the school, in which event a replacement shall be obtained.

- B. The Chief of Police may dismiss or reassign an SRO based upon Department Rules, Regulations and/or General Orders and when it is in the best interest of the people of Saratoga Springs, New York.
- C. In the event of the absence, dismissal, resignation or reassignment of an SRO, or in the case of long-term absences by an SRO, the Chief of Police shall provide a temporary replacement for the SRO within thirty (30) school days of receiving notice of any such absence, dismissal, resignation, or reassignment. As soon as practicable, the City with the advice of School District Personnel, shall recommend a permanent replacement for the SRO position.

#### **ARTICLE VI**

#### **Indemnification**

The School Board and the City agree that the School Board shall defend, indemnify and save harmless the City and the SRO in any and all situations where the SRO performs work and/or activities under this agreement.

**ARTICLE VII**  
**Termination of Agreement**

This agreement may be terminated by either party upon ninety (90) days written notice that any other party has failed to substantially perform in accordance with the terms and conditions of this Agreement. This Agreement may be terminated without cause by either party upon 180 days written notice.

**ARTICLE VIII**  
**Notice**

Any and all notices or any other communications, herein required or permitted shall be deemed to have been given when deposited in the United States Postal Service as regular mail, postage prepaid and addressed as follows:

Janice M. White, Superintendent  
Saratoga Springs City School District  
Blue Streak Boulevard  
Saratoga Springs, NY 12866

Chief Christopher Cole  
Saratoga Springs City  
5 Lake Avenue  
Saratoga Springs, NY 12866

**ARTICLE IX**  
**Good Faith**

The School Board, the City, their agents and employees agree to cooperate in good faith in fulfilling the terms of this Agreement. Unforeseen difficulties or questions will be resolved by negotiations between the Superintendent and the Chief of Police, or their designees.

**ARTICLE X**  
**Modification**

This document constitutes the full understanding of the parties and no terms, conditions, understandings or agreement purporting to modify or vary the terms of this document shall be binding unless hereafter made in writing and signed by the Party to be charged.

**ARTICLE XI**  
**Non- Assignment**

This Agreement, and each and every covenant herein, shall not be assigned, unless the prior written consent of the School Board and the City is obtained.

**ARTICLE XII**  
**Time of Payment**

The School Board will make all payments due under this Agreement no later than July 15, 2013.

Signed, sealed and delivered in the presence of:

THE SCHOOL BOARD OF THE SARATOGA SPRINGS CITY SCHOOL DISTRICT

\_\_\_\_\_  
Superintendent of Schools  
Janice M. White, Ed.D.

\_\_\_\_\_  
School Board President

THE CITY OF SARATOGA SPRINGS

\_\_\_\_\_  
Scott T. Johnson, Mayor  
Per Council Approval \_\_\_\_\_