

THE GREATER AMSTERDAM SCHOOL DISTRICT
Richard Ruberti, Jr., Superintendent of Schools
PO Box 309
140 Saratoga Avenue
Amsterdam, New York 12010



www.gasd.org

August 21, 2020

Sheriff Jeffrey Smith
200 Clark Drive
Fultonville, NY 12072

Dear Sheriff Smith:

Enclosed you will find two copies of the School Resource Officer contract for the 2020-2021 school year, which has been signed by Superintendent Ruberti. When the contract has been signed by the County, please forward one copy to me along with the certificate of insurance.

If you have any questions, please feel free to contact the Superintendent's office at 843-3180, extension 7801.

Sincerely,

Lorrie Schell
Administrative Assistant
Superintendent's Office

Main Office: 518-843-3180

Superintendent: Ext. 7801	Special Education: Ext. 7301
Data/Personnel Ext. 7500	CSE Office: Ext. 7302
CPSE Office: Ext. 7303	Purchasing: Ext. 7408
Business Office: Ext. 7400	

**THE ENLARGED CITY SCHOOL DISTRICT, CITY OF AMSTERDAM
AHS RESOURCE OFFICER AGREEMENT**

PREAMBLE,

This is an Agreement, between the Enlarged City School District, City of Amsterdam (hereinafter "District"), a school district with offices at 140 Saratoga Avenue, Amsterdam, NY 12010 and the Montgomery County Sheriff's Office with offices at PO Box 432, Fultonville, NY 12072 (the Sheriff), and

WHEREAS,

The District desires that a uniformed deputy sheriff be assigned to the Amsterdam High School (AHS) to enhance security, help keep order, assist with providing a safe and comfortable environment within the schools; and to be available for administrators, staff, and 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,

The cost, to include salary and benefits, of the deputy sheriff while working for the District is anticipated to be provided by the General Funds received by the District.

NOW, THEREFORE,

In consideration of the foregoing and mutual agreements as set forth herein below, IT IS HEREBY AGREED by and between the District, Montgomery County Sheriff and Montgomery County, as follows:

ARTICLE I

It is the intent and provision of this agreement to provide for the services of a school resource officer (SRO) with such services to be rendered throughout AHS as more fully described herein below for a term commencing for 2020 – 2021 school year (167 instructional days).

ARTICLE II

RIGHTS AND DUTIES OF THE COUNTY

The Sheriff shall provide a SRO and SRO services as follows:

(A) Training

The SRO shall be a sworn law enforcement officer with specialized training to work with youths at a school site.

(B) Assignment of School Resource Officer

(1) The County shall assign one (1) regularly employed deputy sheriff to serve as SRO who shall serve throughout AHS pursuant to a schedule to be determined in conjunction with the principals of such schools, the Superintendent of the District and the Montgomery County Sheriff, which will allow for regular rendition of services at said schools.

(2) The SRO shall report directly to the undersheriff of the Montgomery County Sheriff's Office, who, as the SRO's supervisor, will work with the school administration of the District in providing for the rendition of SRO services as outlined herein.

(C) Regular Duty Hours of School Resource Officer

(1) Will include being present in AHS from 7:30am until 3:30pm on the days that school is open.

(2) 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 AHS to serve in the SRO's absence.

(D) Duties of School Resource Officer

AHS

(1) Additional Duties and Responsibilities of the SRO

(a) The SRO may, whenever possible, participate in and/or attend school functions with costs to be covered by the District

(b) The SRO shall not act as a school disciplinarian, as disciplining students is a school responsibility. It is agreed and understood that the principal and appropriate school

staff shall be responsible for investigating and determining, in their discretion, whether a student has violated a school and/or Board of Education disciplinary codes of standards and the appropriate administrative action to take. However, this shall not be construed to prevent the SRO from sharing information with school administration/staff, which may aid in the determination of whether a disciplinary offence occurred.

- (c) The Principal, school administration, or staff may advise the SRO of incidents or activities possibly giving rise to criminal or juvenile violations and the SRO shall then determine whether law enforcement action is appropriate with respect to those activities occurring on school property or at school sponsored functions.
- (d) That it is expressly agreed that in the event that the SRO is requested to work outside of his/her normal hours (7:30am to 3:30pm) then his/her hours will be adjusted from school hours with an agreement between the SRO, principal and Sheriff's Office supervisor to ensure that his/her hours of work remain constant. The District will cover any additional fees or overtime in conjunction with this adjustment in hours.
- (e) Take part in any District safety planning and drills.
- (f) Work with students and their families, on an as requested basis, to address issues of truancy.
- (g) Assist with professional development of staff, particularly in areas such as drug and alcohol recognition, victims of abuse, etc.

ARTICLE III

RIGHTS AND DUTIES OF THE BOARD OF EDUCATION

The Board of Education shall provide the full-time SRO the following materials and facilities deemed necessary to the performance to the SRO's duties with:

- (A) Access to an air-conditioned and properly lighted private office which shall contain a telephone, which 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, a work table, filing cabinet and office supplies.
- (D) Access to a typewriter and/or computer.

ARTICLE IV

The District will pay the County \$59,532.16 per 167 instructional days or a full school year or per diem amount of \$44.56/hour as may be appropriate under the circumstances. That the County shall be responsible for any and all other benefits that may accrue to the deputy sheriff's employment. The District shall pay additional for any time beyond the 167 days. This agreement is contingent upon the availability of funding. If funding is not available, the District may cancel this arrangement upon thirty (30) days reasonable notice.

ARTICLE V

APPOINTMENT OF SCHOOL RESOURCE OFFICER

The SRO shall be a staff member of the Montgomery County Sheriff's Office who is mutually agreed upon by the District and the Montgomery County Sheriff.

ARTICLE VI

PROPOSAL OF SCHOOL RESOURCE OFFICER: REPLACEMENT

In the event a principal of a school to which the SRO is assigned feels that the SRO is not effectively performing his/her duties and responsibilities, the principal shall recommend to the Superintendent or designee that the SRO assignment be reviewed in the program at the school and shall state the reasons therefore in writing. Within five (5) working days of receiving the recommendation from the principal, the Superintendent or his/her designee shall advise the Sheriff or his/her designee of the principal's request. In the event the Superintendent feels the SRO is not performing his/her duties effectively, the Superintendent shall so advise the Sheriff. If the Sheriff so desires, the Superintendent and Sheriff, or their designees, shall meet with the SRO to mediate or resolve any problems which may exist. At such meeting, specified members of the staff of the school to which SRO is assigned may be required to be present. If, within the five (5) working days referenced above, the problem cannot be resolved or mediated or in event mediation is not sought by the Sheriff, then the SRO shall be removed from the program at the school and a replacement shall be obtained following the process set out in Article V.

ARTICLE VII

NOTICES

Any and all notices or any other communication 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:

Superintendent
Enlarged City School District, City of Amsterdam
PO Box 309
140 Saratoga Avenue
Amsterdam, NY 12010

Sheriff
Montgomery County Sheriff's Office, PO Box 432, Fultonville, NY 12072

ARTICLE VIII

TERMINATION OF AGREEMENT

If this agreement is terminated pursuant to Article IV the Montgomery County Sheriff's Office shall be entitled for reimbursement for all days the SRO worked prior to the effective date of termination. Either party may terminate this agreement at any time upon reasonable notice, not to be less than thirty (30) days, to the District.

ARTICLE IX

GOOD FAITH

The District Board of Education, the Sheriff, 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 negotiation between the parties.

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 by the signed parties.

ARTICLE XI

NON-ASSIGNMENT

This agreement, and each and every covenant herein, shall not be capable of assignment, unless the express written consent of the District Board of Education and Sheriff is obtained.

ARTICLE XII

MERGER

This agreement constitutes a final written expression of all terms of this agreement and is a complete and exclusive statement of those terms.

ARTICLE XIII

INSURANCE/HOLD HARMLESS CLAUSE

It is understood and agreed that during the term of this Agreement and any renewal hereof, CONTRACTOR shall purchase and maintain errors and omissions and general liability insurance at a minimum of \$1,000,000.00 per occurrence and \$2,000,000.00 in aggregate. The CONTRACTOR will provide a certificate of insurance to the school district.

ARTICLE XIV

SEVERABILITY

The invalidity or unenforceability of any provision of this agreement shall not affect the validity or enforceability of any other provision of this agreement.

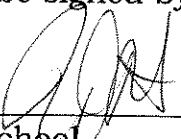
ARTICLE XV

This Agreement may be executed in one or more counterparts and each counterpart shall, for all purposes, be deemed an original, but all such counterparts shall together constitute but one and the same instrument.

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 supersede any other understandings or writings between or among the Parties to this Agreement.

IN WITNESS WHEREOF, the parties have cause duplicate originals of this agreement to be signed by their duly authorized officers.

Signed:



School

8/21/2020 Date

Signed:

County

Date

