

FFCS RESOURCE OFFICER AGREEMENT

PREAMBLE,

This is an Agreement, between the Fonda Fultonville School District (FFCS), a school district with offices at PO Box 1501, 112 Old Johnstown Road, Fonda NY 12068 and the Montgomery County Sheriff's Office with offices at PO Box 432, Fultonville, NY 12072 (the Sheriff), and

WHEREAS,

FFCS desires that a uniformed deputy sheriff be assigned to the FFCS 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 FFCS, and

NOW, THEREFORE,

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

ARTICLE I

TERM

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 FFCS as more fully described herein below for a term commencing for 2023 - 2024 school year (182 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 FFCS pursuant to a schedule to be determined in conjunction with the principals of

such schools, the Superintendent of FFCS 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 FFCS 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 FFCS 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 FFCS to serve in the SRO's absence.

(D) Duties of School Resource Officer

- (a) The SRO may, whenever possible, participate in and/or attend school functions with costs to be covered by the FFCS.
- (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. The SRO must use discretion when disseminating confidential information, particularly in light of FFCS policies with respect to student records and its mandates pursuant to the Family Educational Rights and Privacy Act (FERPA).
- (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. FFCS will reimburse the County/Sheriff any additional fees or overtime in conjunction with this adjustment in hours.

- (e) Take part in any FFCS 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 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 computer.

ARTICLE IV

FFCS will pay the County \$ 57,029.05 per 182 instructional days or a full school year or per diem amount of \$313.35 (\$39.17 per 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. FFCS shall pay additional for any time beyond the 182 days. This agreement is contingent upon the availability of funding. If funding is not available, the FFCS District may cancel this arrangement upon sixty (60) 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 FFCS 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
Fonda-Fultonville Central School
PO Box 1501
Old Johnstown Road
Fonda, NY 12068

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 FFCS.

ARTICLE IX

GOOD FAITH

The FFCS 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 FFCS 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

INDEMNIFICATION: Each Party has no obligation to indemnify the other for claims, actions, demands, suits, losses, liabilities, judgments, expenses or costs (including attorney's fees) made by third parties arising out of or related to the performance of duties by the SRO. Each Party hereby expressly disclaims any such indemnification obligation. Neither party assumes any liability to third persons with respect to any intentional or negligent act or omission of the other party or any employee, agent, or contractor of the other party, in the performance of this Agreement. The parties shall proceed under their own respective insurance policies without naming the other as an additional insured.

INDEPENDENT CONTRACTOR: The SRO shall be an employee of the County, specifically the Sheriff's Office. Each Party agrees to be solely responsible for all matters relating to compensation of its employees, including, compliance with local, state and federal laws governing its personnel, including workers' compensation, Social Security, withholding and payment of any and all federal, state and local personal income taxes, disability insurance, unemployment, and any other taxes for such persons, including any related employer assessment or contributions required by law, and all other regulations governing such matters, and the payment of all salary, vacation and other employee benefits.

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.

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

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

Signed: _____ Date _____
Thomas Ciaccio, Superintendent
Fonda Fultonville Central School

Subscribed and sworn before me by Thomas Ciaccio Superintendent, Fonda Fultonville Central School, this _____ day of, _____ 2023.

Notary Public

Signed: _____ Date _____
Jeffery T. Smith, Sheriff

Subscribed and sworn before me by Jeffery T. Smith, Sheriff of Montgomery County, this _____ day of _____ 2023.

Notary Public

Signed: _____ Date _____
Matthew L. Ossenfort, County Executive

Subscribed and sworn before me by Matthew L. Ossenfort, County Executive, this _____ this _____ day of _____ 2023.

Notary Public
