


**TOWN OF HARRISON
VILLAGE OF HARRISON
ATTORNEY'S OFFICE**

MEMORANDUM

E-12
V-E-8

TO: Richard Dionisio, Supervisor/Mayor
Members of the Town/Village Board

FROM: Andrea C. Rendo, Deputy Village Attorney 

DATE: July 5, 2023

RE: **School Resource Officer (SRO) Agreement 2023-2024**

Attached is the proposed School Resource Officer (SRO) Agreement between the Town/Village of Harrison and the Board of Education of the Harrison Central School District, covering the September 1, 2023 through June 30, 2024 school year.

I have reviewed the Agreement, deem it to be in order and accordingly request authorization for the Supervisor/Mayor to execute the document.

ACR:ld

Attachment

cc: Chief John T. Vasta

**AGREEMENT BETWEEN
THE BOARD OF EDUCATION OF THE
HARRISON CENTRAL SCHOOL DISTRICT
and
THE TOWN OF HARRISON
for
THE SCHOOL RESOURCE OFFICER PROGRAM**

This Agreement is made and entered on the ____ day of July, 2023, between THE BOARD OF EDUCATION OF THE HARRISON CENTRAL SCHOOL DISTRICT, Harrison, New York (hereinafter referred to as the "School Board") and THE TOWN OF HARRISON and VILLAGE OF HARRISON (hereinafter referred to as the "Town");

WHEREAS, the School Board and the Town have a long history of successfully working together with the common goal of providing for the safety and well-being of the children; and

WHEREAS, The School Board and the Town have worked together to provide crime prevention programs addressing the entire community's needs; i.e., Personal Safety (including fingerprinting of children), Bicycle Safety, Substance Abuse (DARE), projects in violence preparedness and Juvenile Law Education, and the designation of School District and Police Department liaisons for the purposes of exchanging appropriate information; and

WHEREAS, a School Resource Office Program has been proposed for the Harrison Central School District (hereinafter referred to as "School District") as hereinafter described; and

WHEREAS, the School Board and the Town recognize the potential outstanding benefits of the School Resource Officer Program to the citizens of the Town of Harrison and, particularly, to the students of the Harrison Central School District; and

WHEREAS, it is in the best interests of the School Board, the Town and the citizens of the Town of Harrison to establish this Program;

IT IS THEREFORE AGREED that the Town of Harrison Police Department shall supply six (6) police officers to the School District to be assigned to the schools based on the following terms and conditions:

ARTICLE I

Term of Agreement

A School Resource Officer Program is hereby established in the Harrison Central School District for ten (10) months, from September 1, 2023 to June 30, 2024. The School Board's administrators will conduct a one-day orientation before the School Resource Officers (hereinafter referred to as "SROs") assume duties at their assigned schools.

ARTICLE II

Rights and Duties of the Town

The Town shall provide SROs as follows:

A. Number of School Resource Officers

1. The Town shall assign six (6) regularly employed Harrison Police Officers for assignment by the School Board to maintain a presence at each of the following schools:

**Harrison High School
Louis M. Klein Middle School
Harrison Avenue Elementary School
Parsons Elementary School
Purchase Elementary School
S.J. Preston Elementary School**

2. The primary assignment of each SRO shall be at their respective school and shall be determined by the Town after consultation with the School Board, provided, however, that the School Board has the ability to accept or reject the candidates recommended by the Town. This assignment shall consist of five (5) days per week, on days when school is open for students. One SRO shall be assigned to each of the six schools. Each SRO shall be assigned to the schools between the hours of 9:00 A.M. to 5:00 P.M., or during any other hours as may be deemed appropriate by the parties.

B. Regular Duty Hours of School Resource Officers

1. The SRO shall be assigned to their respective schools on a full time basis on those days and during those hours set forth in sub-paragraph A(2) above, as specified by the School Board. The SRO may be temporarily reassigned by the Chief of Police during school holidays and vacations, or during the period of a police emergency.
2. Within six (6) months of the execution of this Agreement, the Town shall train two (2) additional police officers to serve as SROs in the event of the absence or leave of any of the six (6) SROs currently assigned to the above schools.

C. Duties of School Resource Officers

The following duties to be performed at the schools by an SRO shall be assigned through the Town of Harrison's Police Department chain of command, in cooperation with the Superintendent of Schools and/or the Superintendent's designee, and shall be performed consistent with law and regulations, and the policies of the Police Department and the School Board:

- a. The SROs shall provide security and monitoring of the areas assigned by the Building Principal, note and report, to the Building Principal, irregularities, dangerous practices and conditions, accidents, fires, and other acts or circumstances, requiring police or other action, which affect the health and welfare of students and school personnel.
- b. The SROs shall take law enforcement action as required and, to the extent possible, advise the Principal before taking such action but, in any event, the SROs shall make the Principal of the School aware of such action as soon as practicable after taking such action. At the Principal's request, the SROs shall take appropriate law enforcement action against intruders and unwanted guests who may appear at the School and related school functions, to the extent that the SROs may do so under the authority of law. When possible the SROs shall advise the Principal before requesting additional police assistance to the campus. The SROs shall be familiar with the Student Handbook and Code of Conduct, including the sections that deal with visitors to the schools and public conduct on School District property.
- c. The SROs shall testify in court, and at school-related hearings or proceedings, as needed.
- d. The SROs shall complete any and all reports required by the Police Department and the School District in a timely and accurate manner.
- e. The SROs shall enforce traffic and parking laws and regulations on school property and cooperate and assist other public safety officials with traffic control, as necessary.
- f. The SROs shall recommend measures to protect school and personal property from damage and theft.
- g. The SROs shall participate in addressing truancy violations, when requested by the Principal, but shall not be involved in student discipline other than as a witness.
- h. The SROs shall assist school personnel with emergencies and, in an emergency, may be directed to assist at another building.
- i. The SROs shall assist with the supervision of security at school activities and public meetings which take place after work hours (9:00 A.M.-5:00 P.M.) as requested by the Building Principal and approved by the Chief of Police.
- j. The SROs shall assist the Principal on matters dealing with the enforcement of child custody orders or domestic violence restraining orders.
- k. The SROs shall become familiar with all community agencies which offer assistance to youths and their families such as mental health clinics, drug treatment centers, etc.
- l. When requested by the Principal, the SROs shall make themselves available for conferences with students, parents and faculty members in order to assist them with problems of a law enforcement or crime prevention nature.

- m. When requested by the Principal, the SROs shall attend parent/faculty meetings to solicit support and understanding of the Program.
- n. The SROs shall assist the Principal in developing plans and strategies to prevent and/or minimize dangerous situations, which may result from student unrest. The SROs shall also be active participants in school safety planning meetings.
- o. When requested by the Principal, the SROs may act as an instructor for specialized informational sessions involving a range of topics such as security, crime prevention, drug and alcohol education, the criminal and juvenile justice systems, and related topics.
- p. The SROs shall not act as school disciplinarians, as disciplining students is a school responsibility. It is expressly understood that the SROs may not administer discipline to students or be involved in the enforcement of school disciplinary infractions under the Code of Conduct. All student discipline shall be solely under the auspices and jurisdiction of the School District.
- q. If the Principal believes that an incident is a violation of law, the Principal shall contact the SRO and the SRO, in consultation with the Principal, shall then determine whether law enforcement action is appropriate.
- r. The SROs shall assist with "Megan's Law" notifications received by the Schools, as mandated by the New York State Sex Offenders Registration Act.
- s. The SROs shall adhere to School Board policy, regulations and/or procedures, police policy and legal requirements, should it become necessary to conduct formal police interviews with the students. Said School Board policy, regulations and/or procedures, and legal requirements shall be incorporated by reference into this Agreement.
- t. The SROs shall coordinate all of their activities with the Principal and staff members concerned and will seek permission, advice and guidance prior to enacting any program with the Schools.
- u. The SROs shall serve at all times as role models to students by demonstrating appropriate attitudes, behavior, courtesy and respect.
- v. SROs shall not be requested to participate in student searches conducted by school officials. School officials may search a student based upon reasonable individualized suspicion. A law enforcement officer must meet a more stringent requirement of probable cause in order to justify a search, and is usually also required to first obtain a search warrant. Requiring the assigned officer to conduct or participate in student searches would invalidate searches conducted by school officials, based on their lesser standard of reasonable suspicion. However, officers may conduct searches under circumstances where a search by law enforcement is permitted by law.
- u. The SROs shall ensure that all matters involving the School Resource Officer Program and the activities associated therewith will remain strictly confidential,

and shall not be divulged to third parties and/or any other member of the public unless required by law. The foregoing shall include, but not be limited to, matters involving students and employees of the School District. The Town and SROs shall maintain strict confidentiality of all student records and information received by or from the School District, if any, in accordance with all applicable state and federal laws, including but not limited to the federal Family Educational Rights and Privacy Act (FERPA – 20 USC §1232g; 34 CFR Part 99) and Section 2-d of the New York Education Law; provided, however, that if such records are necessary to perform the duties required of a police officer, the School District shall cooperate fully with any subpoena, court order or other lawful process required to authorize disclosure of the records. The Parents Bill of Rights for Data Privacy and Security shall be annexed to and made a part of this Agreement.

- v. The SRO assigned to Harrison High School will participate in the High School Criminal Justice and Forensic Science courses on an ongoing basis.

ARTICLE III

Communication with Public

The Superintendent of Schools serves as the spokesperson for the School District and/or the School Board. The SROs shall not disseminate information to the public on behalf of the School District and/or School Board, and shall not serve as spokespersons regarding any matter for either entity. The foregoing shall include matters involving the School Resource Officer Program and any other matter involving the School District, its students, the School Board, its members, agents, employees and independent contractors.

ARTICLE IV

Uniforms

Unless engaged in activities for which a uniform would be inappropriate, the officers shall wear uniforms in order to maintain a visible presence in the Schools and deter trespassers from entering the Schools.

ARTICLE V

Weapons

Officers may carry weapons when authorized by the Chief of Police. The weapon shall be carried either:

- A. Openly, in those circumstances where an armed presence may provide a useful deterrent,
or
- B. Concealed, in circumstances where the officer may wish to act informally with students, parents or faculty.

ARTICLE VI

Rights and Duties of the School Board

The Town shall have the right to select and assign each SRO to his/her respective schools; provided, however, that the School Board has the ability to accept or reject the candidates recommended by the Town. The School Board shall have the right to request the removal of any SRO. The Town shall comply with such request within thirty (30) days.

ARTICLE VII

Transporting Students

It is agreed that the SROs shall not transport students in their vehicles except:

- A. When the students are victims of a crime, under arrest, or some other emergency circumstances exist.
- B. When students are suspended and sent home from school pursuant to school disciplinary actions, if the student's parent or guardian has refused or is unable to pick up the child within a reasonable time period and the student is disruptive/disorderly and his/her continued presence on campus is a threat to the safety and welfare of other students and school personnel, as determined by the SRO and the Superintendent of Schools and/or his designee.
- C. If circumstances require that an SRO transport a student, then the school officials must provide a school official or employee of the same gender as the student to be transported, to accompany the officer in the vehicle.
- D. Students shall not be transported to any location, unless it is determined that the student's parent/guardian or custodian is at the destination to which the student is being transported unless otherwise required by law. SROs shall not transport students in their own personal vehicles.
- E. Whenever feasible, taking into account the attendant circumstances (risk of flight, evidence, etc.), the seriousness of the crime and the safety of others, the SRO/Police Department will not arrest students on school grounds unless the arrest is as a result of real and substantial harm or imminent threat of harm to students, staff or public safety; or the SRO has an arrest warrant for a student; or there is probable cause that a student has committed a crime on school property. When it becomes necessary to effect the arrest of a student on a school campus, the SRO/Police Department will, to the extent practicable, contact the School Principal or, in the Principal's absence, the Acting Principal, and advise him/her of their intent. In cases involving students less than 18 years old, the School will advise the parents/guardian that their child is being arrested.

ARTICLE VIII

Access to Educational Records

- A. School officials shall allow SROs to inspect and copy any public records maintained by the School, including student directory information, such as yearbooks. However, law

enforcement official may not inspect and/or copy confidential student education records without a subpoena or court order signed by a judge, except in emergency situations.

- B. If some information in a student's cumulative record is needed in an emergency situation to protect the health or safety of the student or other individuals (as defined in FERPA), school officials shall, in accordance with law, disclose to the SRO that information which is needed to respond to the emergency situation, based on the seriousness of the threat to someone's health or safety, the need for the information to meet the emergency situation and the extent to which time is of the essence.
- C. If confidential student records information is needed, but no emergency situation exists, the information may be released only upon the issuance of a search warrant, subpoena or court order to produce the records, which document must be signed by a judge.

ARTICLE IX

Employment Status of the School Resource Officers

- A. School Resource Officers shall remain employees of the Town and shall not be employees of the School Board. The Town shall be responsible for the salary and benefits of the police officers assigned to the District as SROs.
- B. It is understood and agreed that the Town Police Department, in its sole discretion, shall have the authority to discipline or discharge an officer assigned as an SRO. The Town shall indemnify and hold harmless the School District from any claims, suits or causes of action arising out of such disciplinary action against a police officer assigned as SRO or allegations of unfair or unlawful employment practices brought by a police officer assigned as an SRO. This provision shall survive the termination of this Agreement.
- C. It is acknowledged by the parties that the SROs are specifically authorized and required to perform the duties and responsibility set forth in Article II(C) between the hours of 9:00 A.M.-5:00 P.M., or during any other hours as may be deemed appropriate by the parties. It is further acknowledged that any and all actions taken by SROs that are inconsistent with the duties and responsibilities set forth in Article II(C) and are outside of the above-referenced work day, shall be deemed to be outside the scope of their employment as SROs, unless prior written authorization to take such action is received from the Superintendent.

ARTICLE X

Insurance and Indemnification

- A. The Town shall maintain in full force and effect during the term of this Agreement a primary general comprehensive liability insurance policy, with law enforcement liability coverage, in the amount of One Million Dollars (\$1,000,000.00) together with an excess general comprehensive policy with law enforcement liability coverage in an amount of not less than Two Million Dollars (\$2,000,000.00) for any acts or omissions that occur or claims that are made during the term of this Agreement. An endorsement shall be issued naming the Harrison Central School District, its Board of Education, its members, officers, employees, independent contractors and agents, as additional insureds on the policies. The

Town shall be solely responsible for the payment of all claims and claim-related expenses that fall within the self-insured retention.

- B. The Town of Harrison agrees to indemnify and hold the Harrison Central School District, its Board of Education, its members, officers, agents, employees and independent contractors, harmless from and against any and all claims, suits or causes of action, arising solely from the negligent performance of the duties by the School Resource Officers in connection with their participation in the School Resource Officer Program, no matter when such claim is brought.
- C. The Harrison Central School District shall maintain in full force and effect during the term of this Agreement a general comprehensive liability insurance policy, with liability coverage in the amount of not less than Three Million Dollars (\$3,000,000.00) for any acts or omissions that occur or claims that are made during the term of this Agreement. An endorsement shall be issued naming the Harrison Central School District, A certificate of insurance evidencing proof of liability coverage in the amount of \$3,000,000.00 will be issued to the Town.
- D. The Harrison Central School District agrees to indemnify and hold the Town of Harrison, its officers, agents, employees and independent contractors, harmless from and against any and all claims, suits or causes of action, arising solely from the negligent performance of the duties by the Harrison Central School District, its members, officers, agents, employees and independent contractors in connection with their participation in the School Resource Officer Program, no matter when such claim is brought.
- E. The party seeking indemnification must provide written notice to the other party no later than ten (10) business days after receipt of any such claim, action, proceeding, suit, etc.

ARTICLE XI

Communication

The Superintendent of Schools and Chief of Police shall maintain open communication concerning the progress and effectiveness of the Program. The Schools shall also designate an administrator in each school to act as a liaison with the SRO assigned to that school.

ARTICLE XII

United States Department of Justice School Resource Officer Program Guidelines

Both parties hereby agree that the School Resource Officer Program shall be established, maintained and administered in accordance with the guidelines for School Resource Officer Programs promulgated by the United States Department of Justice, Office of Community Oriented Policing Services. Said guidelines must be adhered to by both parties throughout the term of this Agreement.

ARTICLE XIII

Termination of Agreement

This Agreement may be terminated with or without cause by either party upon thirty (30) days written notice to the other party.

ARTICLE XIV

Modification

No understandings or agreements purporting to modify or vary the terms of this document shall be binding unless hereinafter made in writing, approved by the governing body of each party, and signed by the party to be charged.

ARTICLE XV

Merger

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

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed by their duly authorized officers on the date written above.

**BOARD OF EDUCATION OF THE
HARRISON CENTRAL SCHOOL DISTRICT**

**TOWN OF HARRISON/
VILLAGE OF HARRISON**

PRESIDENT

SUPERVISOR/MAYOR

SUPERINTENDENT OF SCHOOLS