

BOE approved 06/13/2023
Town of Saugerties approved 6/14/2023 (99)

INTER-MUNICIPAL AGREEMENT

THIS AGREEMENT, made and entered into this 1st day of September, 2023, between **SAUGERTIES CENTRAL SCHOOL DISTRICT**, a public school district under the laws of the State of New York, with offices at 310 Washington Avenue Extension, Saugerties, NY (hereinafter referred to as "School District"), and the **TOWN OF SAUGERTIES**, a municipal corporation of the State of New York, with offices at 4 High Street, NY (hereinafter referred to as the "Town", and together with the School District, collectively, the "Parties").

WITNESSETH:

WHEREAS, the Town presently maintains a police department with full and part-time police officers, and has the capacity to provide police officers trained as a School Resource Officer ("SRO"); and

WHEREAS, the School District is a school district under the laws of the State of New York; and

WHEREAS, it is the goal of the Town and the School District to enter into a partnership, pursuant to Section 199-o of the General Municipal Law, to enhance the school environment with an SRO who will serve to assist faculty and students with problems before they affect the learning environment with the following objectives:

- To work cooperatively with School District staff to address crime and disorder problems, gangs, drug activities affecting or occurring in or around our elementary or secondary schools, and other issues that jeopardize the safety of students, staff and visitors;
- To develop and/or expand crime prevention efforts for students;
- To develop and/or expand community justice initiatives for students;
- To assist School District staff in training students in conflict resolution, restorative justice, and crime awareness;
- To make recommendations in connection with physical changes in the environment that may reduce crime in and around the schools;
- To assist School District staff in furtherance of a safe school environment that is free from harm, intimidation, bullying and weapons;
- To build working relationships with the school's staff as well with student and parent groups;
- To present a positive role model of a law enforcement officer; and
- To change youth's perception of law enforcement officers.

NOW, THEREFORE, IT IS HEREBY AGREED, in consideration of mutual promises and agreements contained herein, the Parties hereto agree as follows:

1. The Town and School District agree to fund a program involving an SRO who is a member of the Town of Saugerties Police Department. The School District may assign the SRO to any location within the School District, including buildings and athletic fields.

2. The salary and benefits of the SRO, both statutory and by collective bargaining agreement, will be paid by the Town. At all times during the term of this agreement, the SRO shall remain an employee of the Town of Saugerties Police Department, and shall not be an employee of the School District. The School District and the Town of Saugerties acknowledge that the SRO shall remain responsive to the chain of command of the Town of Saugerties Police Department. As the employer, the Town shall: (i) maintain all necessary personnel and payroll records for the SRO; (ii) calculate his/her wages and withhold taxes and other government mandated charges, if any; (iii) remit such taxes and charges to the appropriate government entity; (iv) pay net wages and fringe benefits, if any, directly to the SRO; (v) provide Workers' Compensation and insurance coverage in the amount as required by law; and (vi) provide disability insurance and unemployment insurance to the extent required by law.
3. In connection with the performance of this Agreement, the Town and School District will comply with all applicable laws, regulations and orders, including, but not limited to, equal employment opportunity laws and regulations, the Fair Labor Standards Act, as well as the Education and Labor Law of the State of New York.
4. The Town will assure that it will abide by federal and state confidentiality statutes, including, but not limited to, the Family Educational Rights and Privacy Act ("FERPA") and New York Education Law § 2-d, to the same extent that it must be complied with by the School District. The Town shall execute and affix to this Agreement as an addendum the Parents' Bill of Rights for Data Privacy and Security and its Appendix, as applied to student data. The obligation to preserve the confidentiality of student information shall survive the termination of this Agreement.
5. The Town agrees to defend, indemnify, and hold harmless the School District, including its officials, employees, board members, and agents, against all claims, losses, damages, liabilities, costs, or expenses (including, without limitation, reasonable attorney's fees and costs of litigation and/or settlement) arising out of the discharge of an SRO's duties and responsibilities performed pursuant to this Agreement, except when such claims arise solely out of the conduct of the School District.
6. The School District agrees to defend, indemnify, and hold harmless the Town, including its officials, employees, board members, and agents, against all claims, losses, damages, liabilities, costs, or expenses (including, without limitation, reasonable attorney's fees and costs of litigation and/or settlement) arising out of the School District's duties and responsibilities performed pursuant to this Agreement, except when such claims arise solely out of the conduct of the Town.
7. The School District shall make payments to the Town as follows:

- a. For the period September 1, 2023 through June 30, 2028, the School District agrees to pay the Town as follows:
 - i. September 1, 2023 – June 30, 2024: \$62,486
 - ii. September 1, 2024 – June 30, 2025: \$64,362
 - iii. September 1, 2025 – June 30, 2026: \$66,293
 - iv. September 1, 2026 – June 30, 2027: \$68,281
 - v. September 1, 2027 – June 30, 2028: \$70,329

 - b. The School District shall pay the Town as set forth in 7(a) above in monthly installments. Undisputed monthly payments shall be made by the School District within fifteen (15) days from the date the invoice is received from the Town;

 - c. All costs related to the training of the SRO, including training, travel, food and lodging expenses, shall be reimbursed by the School District to the Town of Saugerties in accordance with the School District's reimbursement policy; and

 - d. The payment of overtime and costs related to the SRO's performance of duties falling outside the scope of those defined in Paragraph 8 below shall not be governed by this Agreement.
8. The SRO shall provide services at the School District for one hundred and eighty-two (182) days per year (one hundred and seventy-eight (178) school days and four (4) conference days), Monday through Friday, on days when school is in session and when instructional staff are in attendance for conferences. The SRO shall work at least an eight-hour shift per day and shall begin work at approximately 7:15am. The SRO shall follow the School District's instructional school day, and they shall report to the School District, with the exception of school holidays, winter recess, and spring recess.
9. The SRO shall not take contractual leave time during the instructional year without prior written approval from the Superintendent of Schools. In the event that the SRO is absent during the instructional year, the Town shall provide the School District with coverage equivalent to that which was previously being provided. If temporary coverage is not provided, the School District shall receive a credit against future payments due to the Town under this Agreement at the daily rate for each SRO, based upon the annual amount due to the Town, as set forth in Paragraph 6.
10. The School District shall have the option to request an SRO during winter break, spring break, and/or the summer months, who shall be paid at the same respective yearly rate, pro-rated.
11. The Parties shall mutually agree upon the individual assigned as SRO.

12. An SRO's responsibilities shall include: (a) investigating criminal activities and enforcing criminal laws and ordinances on or adjacent to School District property; (b) advising school administrators, school safety committees and building response teams in an effort to enhance safety on or near School District property and at school-related events; (c) coordinating safety drills; (d) developing building-specific safety/security assessments; (e) presenting law-related material at district-wide conferences/superintendent days; (f) providing support to school administrators in an effort to counsel students suspected of criminal conduct; (g) attending parent and faculty meetings to promote awareness of law enforcement functions and the SRO program; and (h) attending school functions. The SRO shall have no responsibilities with regard to student disciplinary matters. Student discipline shall remain within the sole discretion of the School District Administrators. The School District shall endeavor to notify the SRO of any criminal activities on or adjacent to School District property.
13. The SROs shall maintain a collaborative working relationship with District security personnel and administration. Non-criminal disciplinary matters however, shall remain the province of the School District and the SROs shall not be involved in such matters.
14. The School District shall provide the full-time SRO the following materials and facilities deemed necessary to the performance of the SRO's duties with the Saugerties Central School District, with the Saugerties Senior High School to be considered the SRO's base school and the office facilities outlined below to be provided at such school:
 - a. Access to a private office which shall contain a telephone which may be used for general business purposes;
 - b. A location for files and records that 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 typewriter and/or computer.
15. The School District, the Town, the Chief of Police and 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 Superintendent, the Supervisor, and the Chief of Police, or their designees.
16. This Agreement, and each and every covenant herein, shall not be assigned by either party, nor its right, title, or interest therein assigned, transferred, conveyed, sublet, or disposed of without the previous written consent of the other party; and any attempt to do so without first obtaining such written consent will be void and of no force and effect.

17. Any modification of this Agreement must be in writing and executed with the same formality as the Agreement herein.
18. Either party, upon sixty (60) days notice to the other, may terminate this Agreement, in whole or in part, when a party deems it to be in its best interest. In such event, the Town will only be entitled to the payment for services already rendered under this Agreement prior to the effective date of termination.
19. This Agreement is effective for the period September 1, 2023 to June 30, 2028.
20. The School District and the Town shall each procure and maintain at their own cost and expense, during the term of this Agreement, comprehensive general liability insurance to the effect that both parties are insured against any liability in connection with the services performed under this Agreement.
21. In the event that an SRO, during the course of his or her duties, is involved in an incident in which they use physical force with regard to any student, staff, or visitor, the “Saugerties Police Use of Force Policy” will be accessed and utilized, if necessary, to make a determination as to the appropriateness of such use of force by the SRO. This subparagraph shall in no way supplant or otherwise be construed to preclude the School District from fulfilling its obligations under Article 23-B of the New York State Education Law with regard to determinations regarding allegations of child abuse in the educational setting.
22. This Agreement shall not become effective until approved by a majority vote by the Town Board of the Town of Saugerties and a majority vote of the School Board for the Saugerties Central School District.

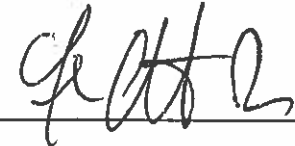
This Agreement constitutes a final written expression of all terms of this Agreement and is a complete and exclusive statement of those terms.

IN WITNESS WHEREOF, this Agreement has been executed by the duly authorized officers of the respective Parties.

**SAUGERTIES CENTRAL
SCHOOL DISTRICT**

TOWN OF SAUGERTIES

BY: 

BY: 

Superintendent of Schools

Supervisor

DATE: 06/13/2023

DATE: 6/15/23

ADDENDUM TO INTERMUNICIPAL AGREEMENT BETWEEN
TOWN OF SAUGERTIES
AND
SAUGERTIES CENTRAL SCHOOL DISTRICT

PARENTS' BILL OF RIGHTS FOR DATA PRIVACY AND SECURITY*

The privacy and security of personally identifiable student data is of paramount importance. A student's personally identifiable information cannot be sold or released for any commercial purposes. State and federal laws protect the confidentiality of students' personally identifiable information, and safeguards associated with industry standards and best practices, such as encryption, firewalls, and password protection, must be in place when such data is stored or transferred.

Consistent with the adoption by the New York State Legislature of the Common Core Implementation Reform Act of 2014, all parents have the following rights:

- To inspect and review the complete contents of their child's education record, as defined in the District's Student Records policy;
- To access a complete list of all student data elements collected by the State, which is available for public review at:

<http://www.p12.nysed.gov/irs/sirs/documentation/NYSEDstudentData.xlsx>,

or by writing to the Office of Information & Reporting Services, New York State Education Department, Room 863 EBA, 89 Washington Avenue, Albany, NY 12234;

- To have complaints about possible breaches of student data heard and determined. Complaints should be directed in writing to the Chief Privacy Officer, New York State Education Department, 89 Washington Avenue, Albany, New York 12234, or by email to the Chief Privacy Officer at CPO@mail.nysed.gov.
- Safeguards associated with industry standards and best practices including but not limited to encryption, firewalls and password protection must be in place when student PII is stored or transferred.
- To be notified in accordance with applicable laws and regulations if a breach or unauthorized release of PII occurs.
- Educational agency workers that handle PII will receive training on applicable state and federal laws, policies, and safeguards associated with industry standards and best practices that protect PII.
- Educational agency contracts with vendors that receive PII will address statutory and regulatory data privacy and security requirements.

*In the event the Commissioner of Education issues an enhanced Bill of Rights and/or promulgates regulations setting forth additional elements to be included in the Parents' Bill of Rights, the Saugerties Central School District reserves the right to revise this document accordingly.

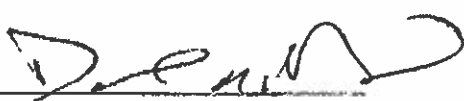
APPENDIX TO PARENTS' BILL OF RIGHTS

1. ***Exclusive Purposes for which Student Data Will Be Used.*** Use of student data under this Agreement will be limited to that necessary for the Town/School Resource Officer ("Provider") to perform the services referenced in the Agreement. Such services include, but are not limited to, the necessary review of student educational records.
2. ***Protective Measures Regarding Third Parties.*** Provider will ensure that any subcontractor or other person or entity with whom Provider shares student data is directed to consult the Parents' Bill of Rights for Data Privacy and Security posted on the District's website.
3. ***Storage of Data.*** Provider will maintain reasonable safeguards to protect the security, confidentiality, and integrity of personally identifiable information, as applied to student data, within its custody, including password protection and email archiving (for information stored digitally) and manual lock and key (for physical copies of such information).
4. ***Expiration of Agreement.*** This Agreement expires June 30, 2022, subject to the renewal period set forth in paragraph "16," unless extended by the parties by mutual agreement in accordance with the terms of the Agreement. Upon expiration of this Agreement, Provider will ensure that all student data is returned to the District. Provider will also ensure that all emails containing personally identifiable student information are returned to the District and deleted from the Provider's email accounts.
5. ***Parental Challenge to Accuracy of Data.*** In the event a parent, student, or eligible student wishes to challenge the accuracy of the student data collected by Provider, such parent, student, or eligible student shall have an opportunity for a hearing to challenge the content of the student records, in accordance with the District's Student Records Policy.

IN WITNESS WHEREOF, this Agreement has been executed by the duly authorized officers of the respective Parties.

**SAUGERTIES CENTRAL
SCHOOL DISTRICT**

BY: _____

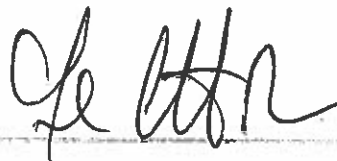


Superintendent of Schools

DATE: 06/13/2023

TOWN OF SAUGERTIES

BY: _____



Supervisor

DATE: 6/15/23