

4. **The Duties of the Town.**

- 4.1 The SPO shall be assigned to the District, and shall be expected to work a regular schedule
- 4.2 The SPO may leave school grounds during scheduled working hours to handle law enforcement emergencies, attend required training, or to perform duties that arise in the course of the SPO's services under this Agreement. The SPO shall provide notice to the Superintendent of Schools as soon as practicable, and in advance if possible, of any such obligations.
- 4.3 The SPO, if required to work beyond the standard work day, including for security, sporting events and other special projects, he shall then be permitted to flex his time to account for such additional hours upon notice to and approval of the Superintendent.
- 4.4 The Town shall provide the SPO with appropriate uniforms and badges, as well as with an appropriate vehicle with law enforcement markings.

5. **The Duties of the SPO.** The SPO shall perform the following duties under this Agreement, as directed by the District, to the extent permitted by law including Section 209-v:

- 5.1 The SPO shall undertake appropriate efforts to ensure the safety and security of District property and persons on such property.
- 5.2 The SPO shall act as an educator, a counselor, and a school resource officer.
- 5.3 The SPO shall act as an instructor for specialized, short-term, programs at the District, when invited to do so by the principal or a member of the faculty.
- 5.4 The SPO shall make presentations to the District faculty and students on law-related topics. Such subjects shall include a basic presentation on laws, the role of police officers, and the police mission.
- 5.5 The SPO shall coordinate his or her activities with the Superintendent of Schools and staff members as identified by the Superintendent, and will seek permission, advice and guidance prior to undertaking any program in the District.
- 5.6 The SPO shall encourage individual and small group discussions with students regarding material presented in class to establish rapport with the students.
- 5.7 The SPO shall make himself available for conferences with students, parents and faculty members in order to assist them with law enforcement or crime prevention matters.

- 5.8 The SPO shall become familiar with all community agencies that offer assistance to youths and their families, such as mental health clinics, drug treatment centers, etc.
- 5.9 The SPO shall assist the District in developing plans and strategies to prevent and/or minimize dangerous situations which may occur in school or during school sponsored events.
- 5.10 The SPO shall take law enforcement action as required to the extent that a special patrol officer may do so under the authority of law. As soon as practicable, the SPO shall make the Superintendent of Schools aware of such action. At the Superintendent's request, the SPO 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 SPO may do so under the authority of the law. Whenever practicable, the SPO shall advise the Superintendent before requesting additional police assistance on school property or at school sponsored events.
- 5.11 The SPO will assist other police officers and law enforcement representatives in matters regarding this Agreement, whenever necessary.
- 5.12 The SPO shall maintain detailed and accurate records of the operation of the SPO Program, and shall make them available to the Superintendent of Schools as required by law, or upon request.
- 5.13 The SPO shall not act as a school disciplinarian. However, if the Superintendent believes an incident involves a violation of the law, then the Superintendent may contact the SPO and the SPO shall then determine whether law enforcement action is appropriate. The SPO is not to be used for regularly assigned lunchroom duties, hall monitoring, bus duties or other monitoring duties. If there is a problem in one of these areas, then the SPO may assist the school until the problem is solved.
- 5.14 The SPO will provide his own firearm, which shall be approved by the Town and the District. The SPO shall also be responsible for maintaining qualification to use the firearm, and shall immediately notify the Town and the District if such qualification lapses.

6. Duties of the District.

- 6.1 The District shall provide to the SPO the following materials and facilities, which are deemed necessary for the performance of the SPO's duties:
 - 6.1.1 Access to a properly lighted office, which shall contain a telephone and which may be used for general business purposes;
 - 6.1.2 A location for official files and records which can be locked and secured;

- 6.1.3 A desk with drawers, a chair, work table, filing cabinet and office supplies;
- 6.1.4 Access to a computer with e-mail and internet capability;
- 6.1.5 Gas for the Town-provided vehicle referenced in Section 4.4 above; and
- 6.1.6 A radio and mobile phone for use in performing duties under this Agreement.

7. **Independent Contractor.** The relationship between the District and the Town is that of an independent contractor.

8. **Federal, State, and Local Taxes.** Consistent with its status as an independent contractor, the Town agrees that it, and not the District, shall be responsible, where appropriate, for: (1) Withholding FICA (Social Security and Medicare) taxes from the SPO's compensation or making FICA payments on the SPO's behalf; (2) Making federal or state unemployment insurance contributions on the SPO's behalf; (3) Withholding federal, state, or local income tax from the SPO's compensation or paying such taxes on the SPO's behalf. The Town represents, warrants, and agrees that it will timely pay all federal, state, and local income taxes, FICA taxes, federal and state unemployment insurance contributions which arise in connection with the SPO's provision of services under this Agreement.

9. **Workers' Compensation.** The Town acknowledges that the SPO will not be entitled to workers' compensation or disability insurance coverage under the District's policies. The Town will cover the SPO with workers' compensation and any other similar coverage required by law, the cost of which shall be reimbursed by the District. The Town will provide the District with proof of such coverage upon request, before the SPO begins performing services under this Agreement.

10. **Unemployment Insurance.** The Town acknowledges that the SPO will not be entitled to unemployment insurance benefits from the District. The Town agrees that it will cover the SPO with unemployment insurance coverage and any other similar insurance required by law or benefits provided under the terms of the Town's unemployment insurance program, the cost of which shall be reimbursed by the District.

11. **Appointment of the SPO.** The SPO must possess relevant job knowledge, experience, training, education, and have the appropriate appearance, attitude, communications skills and bearing. The SPO must be legally eligible to be appointed and to serve as a special patrol officer. The Town shall solicit candidates for appointment to SPO, and shall conduct the process of interviewing and screening candidates. The District shall have the right to have a representative present during the interview, screening and selection process, and shall have the right of final approval over the individual so appointed by the Town as SPO. The implementation of this Agreement is specifically contingent upon the Erie County Department of Personnel, or any other applicable civil service entity with jurisdiction, approving the appointment of the SPO pursuant to Section 209-v.

12. **Termination and Replacement of the SPO.** In the event that either the Town or the District believes that the SPO is not effectively performing his duties and responsibilities, it shall promptly notify the other. The Parties shall then confer to determine whether to (a) terminate the appointment of the SPO and appoint another individual to serve as SPO, or (b) terminate this Agreement. If the Parties are unable to reach agreement under this section, then this Agreement shall terminate 30 days after provision of the notice referred to herein.

13. **Good Faith.** The District, the Town, and their respective 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.

14. **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 upon mutual written agreement by the Parties.

15. **Severability.** In the event any provision of this Agreement shall be or become invalid under any provision of federal, state or local law, such invalidity shall not affect the validity or enforceability of any other provision hereof.

16. **Hold Harmless.** The Town agrees to indemnify and hold harmless the District, its officers, Board of Education members, employees, agents, contractors and representatives, from any and all liability, damages, fines, or judgments, (including those based on negligence) which may arise as a result of the Town's acts and omissions in the performance of this Agreement or violation or breach of any promise, representation, or the law. The District agrees to indemnify and hold harmless the Town, its officers, Town Board members, employees, agents, contractors and representatives, from any and all liability, damages, fines, or judgments, (including those based on negligence) which may arise as a result of the District's acts and omissions in the performance of this Agreement or violation or breach of any promise, representation, or the law.

17. **Entire Agreement.** This constitutes the entire agreement of the Parties hereto and all previous communications between the Parties, whether written or oral, with reference to the matter of this Agreement, are hereby superseded.

18. **Compliance with Laws.** The services to be provided by the SPO pursuant to this Agreement shall be in all respects consistent with applicable law, and the terms of this Agreement shall be interpreted and applied consistent with applicable law. By their signatures below, the Town Supervisor and Superintendent of Schools represent and certify that this Agreement has been approved by resolution of the Town Board and the Board of Education, respectively.