AMHERST POLICE DEPARTMENT

500 JOHN J. AUDUBON PKWY
AMHERST, NEW YORK 14228
716-689-1322
FAX 716-689-1310

SCOTT P. CHAMBERLIN
CHIEF OF POLICE

May 12, 2026

Michael V. Ginestre, Superintendent
Sweet Home Central School District
1901 Sweet Home Road
Amherst, New York 14228

RE: 2026-2027 Student Resource Officer Agreement
Between Sweet Home Central School District and the Town of Amherst

Dear Superintendent Ginestre,

Enclosed please find one (1) fully executed agreement with regard to the above matter which was approved by the Town Board of the Town of Amherst on April 27, 2026.

Thank you for your assistance in this matter and we look forward to working with you and your District in the coming year.

Very truly yours,

Melissa Lynch

Melissa S. Lynch
Paralegal/Assist. to the Chief

MSL:hs
Enclosures

Sweet Home Central School District (CRS #6198)
Student Resource Officer Program

TOWN BOARD AGENDA ITEM : APRIL 27, 2026

TO: **Town Board**

FROM: **Scott P. Chamberlin, Chief of Police**

RE: **Sweet Home Central School District (CRS #6198)**
Student Resource Officer Program

Kindly adopt a resolution authorizing the Supervisor to adopt and execute the attached agreement between the Town of Amherst (Police) and Sweet Home Central School District with regard to the above-entitled matter. This agreement will run from July 1, 2026 through June 30, 2027. This agreement has successfully completed the Contract Routing process.

Thank you.

SPC:msl
Attachment
C: Tim Koller, Deputy Town Clerk (Agenda Item: April 27, 2026)

4/27/2026
Consent

FINANCIAL IMPACT:

A 3121 .02260 : Revenue: $107,898.70

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Shawn Lavin, Supervisor
SECONDER:	Angela Marinucci, Deputy Supervisor
AYES:	Lavin, Marinucci, Szukala, Davis, Kavanaugh

AGREEMENT
BY AND BETWEEN
TOWN OF AMHERST, NEW YORK
AND
SWEET HOME CENTRAL SCHOOL DISTRICT
FOR SCHOOL DISTRICT RESOURCE OFFICER PROGRAM

THIS AGREEMENT made April 27, 2026, by and between the TOWN OF AMHERST, NEW YORK, a municipal corporation organized and existing under the laws of the State of New York, having its offices located at 5583 Main Street, Williamsville, New York 14221 (hereinafter referred to as the "Town") and the SWEET HOME CENTRAL SCHOOL DISTRICT, an educational corporation organized and existing under the laws of the State of New York, having its principal offices located at 1901 Sweet Home Road, Amherst, New York 14228 (hereinafter referred to as the "School District").

WITNESSETH:

WHEREAS, the School District is desirous of obtaining the services of one (1) full-time School Resource Officer (hereinafter referred to as an "SRO") for the purposes and to provide the services set forth herein; and

WHEREAS, the Town, through its Police Department (hereinafter referred to as the "Police Department") is desirous of providing law enforcement and related services to the School District through providing to the School District an SRO under the terms and conditions set forth herein; and

WHEREAS, the School District and the Town recognize the potential outstanding benefits of providing an SRO to the School District to both the residents of the Town of Amherst, the School District and the students of the School District; and

WHEREAS, it is in the best interests of the School District and the Town to provide for the provision of an SRO by the Town, through its Police Department, to the School District.

NOW, THEREFORE, in consideration of the foregoing and the mutual agreements as set forth hereinbelow, it is hereby agreed between the Town, the Police Department, and the School District as follows:

1. General Purposes, Project Goals, Project Objectives and Performance Indicators.

It is the intent and provision of this Agreement to provide to the School District the services of an SRO from the Police Department to provide those services listed under the job description contained in Exhibit "A" annexed hereto (entitled the "SRO Placement Plan"), with the project goals and project objectives as set forth in Exhibit "A" which can be measured by the performance indicators set forth in Exhibit "A" and evaluated as set forth

in the evaluation plan as set forth in Exhibit "A", all as may also be otherwise set forth in the text of this Agreement.

2. Term of Agreement

The term of this Agreement shall be for the period commencing on July 1, 2026 and culminating on June 30, 2027.

3. Renewal of Agreement

Both parties shall notify the other party of their desire to renew the Agreement by written notice at least thirty (30) calendar days prior to the expiration of the term as set forth in Paragraph 2 above. Upon receipt and written acknowledgment of such notice this Agreement shall renew for successive terms of one (1) year until such time as the Agreement is not renewed by failure to notify in writing of desire to renew as stated above or by notice of termination of this Agreement as set forth in Paragraph 4 and Paragraph 5.b.iiii of this Agreement.

4. Termination of Agreement

This Agreement may be terminated by either party upon thirty (30) calendar days written notice to the other party.

5. Assignment of School Resource Officer

The Chief of Police of the Police Department may assign a regularly employed police officer as the SRO to the School District pursuant to this Agreement as follows:

a. The SRO shall be nominated by the Chief of Police of the Police Department to the School District and, upon the concurrence of the Superintendent of Schools (the "Superintendent") of the School District to that nomination, the SRO shall be assigned as the SRO for the School District.

b. The SRO assigned to the School District must meet the following requirements:

i. The SRO must be a volunteer for the position as SRO.

ii. The person nominated to be SRO must be a full-time certified and sworn police officer with a minimum of three (3) years of law enforcement experience.

iii. The person nominated to be SRO must have had or must acquire specialized training to work with youth at a school site. Such training may consist of university course work for potential SRO candidates, law enforcement course work addressing working with youth at a school site, professional training in such areas, or training and experience in connection with other recognized school/youth law enforcement programs (e.g. D.A.R.E). Sufficiency of such experience shall be based upon the joint

concurrence of the Chief of Police of the Police Department and the Superintendent. The SRO may be re-assigned by the Chief of Police of the Police Department (or his designee) during periods of police emergency, situations which may require augmentation of the police force, or situations which may arise which may require the SRO to act as an officer of the law which may or may not be within the School District. Other times of reassignment may include, but are not limited to, training as required by the Police Department or federal and/or state law, court appearances as required by law, or time off as permitted by the collective bargaining agreement. The SRO will give consideration to the school calendar and use discretion when taking his/her discretionary time off.

iv. In the event the Police Department cannot provide an SRO, or a suitable replacement, for thirty (30) continuous days, the District has the option to terminate this Agreement immediately.

6. <u>Dismissal of School Resource Officer: Replacement</u>

a. In the event the Superintendent determines, in the sole discretion of the Superintendent, that the SRO is not effectively performing his or her duties and responsibilities, the Superintendent shall advise the Chief of Police of the Police Department.

b. The Chief of Police of the Police Department may dismiss or re-assign the SRO based upon Police Department rules, regulations and/or general orders consistent with the collective bargaining agreement. In such an event, a new SRO may be designated in accordance with the procedure outlined as in Paragraph 5 above.

7. <u>Duties of the School Resource Officer</u>

a. The duties of the SRO will include but not be limited to those duties set forth in the SRO Placement Plan annexed hereto as Exhibit "A" as part of the job description or performance indicators.

b. Consistent with the New York State Education Law and the School District's Code of Conduct, school disciplinary functions, including but not limited to all decisions and determinations regarding student discipline, are delegated to School District administrators. SRO(s) shall engage in separate and distinct work functions such as investigatory and security-based tasks, with the primary objective of securing the safety and well being of School District personnel, students, families, and visitors. SRO(s) shall not take part in the determination, issuance, or implementation of student discipline.

8. <u>Duties of the School District</u>

The School District shall provide the following materials and facilities which are deemed necessary for the performance of the SRO's duties:

a. A properly lighted private office which shall contain a telephone and shall be appropriate for private conversations between juveniles and the SRO.

b. A location for files and records which should be properly locked and secured.

c. Access to a computer and/or secretarial assistance, and access to a fax machine.

9. Hours of Duty of SRO

a. The Chief of Police of the Police Department shall arrange for the SRO to work a full day (8.25 hours) on each day when school is in session in the School District, except for the provisions set forth in Section 5.b.iii.

b. Additionally, upon the concurrence of the Superintendent and the Police Department, the SRO may be requested to attend extracurricular events. In the event school is scheduled for only part of a school day, the SRO shall work as SRO for the portion of the work day when school is in session and may otherwise perform such other duties as may be assigned to him within the Police Department.

10. Payment by School District to Town for SRO's Services

a. For the services of the SRO, the School District shall pay the Town the sum of $10,789.87 per month during the regular school year, September through June.

b. The Town Supervisor, or his/her designee, shall notify the School District in writing by March 1st of the preceding school year of any change in the rate charged by the Town to the School District for the services of the SRO for the following school year.

c. The funds paid by the School District to the Police Department shall remain within the budget of the Police Department to partially cover the cost of the SRO's salary, fringe benefits, overtime and other costs related to the SRO program.

d. Both the School District and the Police Department shall establish procedures to track the hours and/or full days for which the Police Department provides the services of the SRO to the School District.

e. The Town shall invoice the School District every month for the services of the SRO. Upon verification of such invoices, the School District shall pay the same within thirty (30) days receipt of each invoice.

f. The School District may require the SRO to conform to a means of verifying the SRO's hours of work in the capacity of SRO, including sign in/sign out sheet and/or time card or such other means as are deemed appropriate and effective.

11. Employment Status of SRO

The SRO shall remain at all times an employee of the Police Department and shall not be for any purpose an employee of the School District. The School District and the

Town acknowledge that the SRO shall remain responsive to the chain of command within the Police Department.

12. Grant Funding

The School District may receive local, state and/or federal grants to cover all or part of the costs to be paid to the Police Department for the services of the SRO. The parties agree that they will administer the SRO program at all times to be consistent with the requirements of any such grant. In the event of an inconsistency between this Agreement and the requirements of any such grant, the provisions of such grant shall control, provided that nothing in any such grant shall require an adjustment to the rate of pay by the School District to the Police Department for the services of the SRO, or violate any terms of the Police Department chain of command, rules, regulations, general orders consistent with the collective bargaining agreement.

13. Good Faith

The School District, the Town, 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 discussion between the Superintendent and the Chief of Police of the Police Department or their designees.

14. 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, or by express courier service and addressed as follows:

If to the School District:

Superintendent of Schools
Sweet Home Central School District
1901 Sweet Home Road
Amherst, New York 14228

If to the Police Department:

Chief of Police
Town of Amherst Police Department
500 John James Audubon Parkway
Amherst, New York 14228

If to the Town:

Town Supervisor
Amherst Town Hall
5583 Main Street
Williamsville, New York 14221

In addition, correspondence will also be sent via email to the particular receiving party as named above.

15. Modification

This Agreement constitutes the full understanding of the parties and not terms, conditions or understandings or agreements purporting to modify or vary the terms of this Agreement shall be binding unless made in writing and signed by the duly authorized representatives of the parties.

16. Non-Assignment

Neither the School District nor the Town or Police Department shall assign, transfer, sublet or otherwise dispose of this Agreement or its right, title or interest in this Agreement or its power to execute the same or to any other person or corporation without the previous consent in writing of the governing bodies of both the School District and the Town. Any assignment of this Agreement not complying with the foregoing shall be null and void and of no force and effect whatsoever.

17. 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.

18. Agreement Interest

No officer or employee of the Town, who is authorized in such capacity on behalf of the Town to negotiate, make, accept or approve or to take part in negotiating, making, accepting or approving this Agreement, shall be, directly or indirectly, interested personally in this Agreement, or in any part hereof. No officer or employee of the Town who is authorized in such capacity on behalf of the Town to exercise any supervisory or administrative function in connection with this Agreement, shall become directly or indirectly interested personally in this Agreement or in any part hereof.

19. Hold Harmless

To the fullest extent provided by law, the parties agree to indemnify, hold harmless and defend one another, their agents, employees or any other persons authorized to act for them hereunder against loss or expense, including attorney's fees, by reason a a liability imposed by law upon a party, for damages because of or to persons or to property arising out of or in consequence of the performance of this Agreement resulting from that party's negligence, error, omission, or conduct.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their duly authorized officers the day and year first written above.

TOWN OF AMHERST, NEW YORK

By: _____ 1 May 26
Shawn A. Lavin, Supervisor Date

TOWN OF AMHERST, NEW YORK, POLICE DEPARTMENT

By: _____ 3/24/2026
Scott P. Chamberlin, Chief of Police Date

SWEET HOME CENTRAL SCHOOL DISTRICT

By: _____ 3/17/26
Michael V. Ginestre, Superintendent Date

EXHIBIT "A"

SCHOOL RESOURCE OFFICER PLACEMENT PLAN

Amherst Police Department &
Sweet Home Central School District

Introduction

With more attention being paid to the safety of students while they are at school, many communities are considering strategies which are intended to make schools safer environments. Although statistics on school crime and violence convey that such crime and violence are not necessarily occurring in greater numbers, there is, at a minimum, anecdotal evidence which suggests that the types of incidents which are taking place on school property may be more severe in nature and may be having marked negative impact on the educational processes for which schools are responsible. Additionally, media coverage of tragic school shootings and other violence which occurred during the past decade has motivated many communities to act.

One of the ways communities are taking action is by making decisions that law enforcement officers need to be assigned to provide coverage to schools so that safety, security, and order can be maintained. The underlying rationale which is being employed by communities is that a given school's crime and violence problems are not exclusively that school's problems, but are reflective of community problems. Such a rationale leads to consideration of community approaches. Hence, in many communities the "School Resource Officer" (SRO) approach is being considered.

The U.S. Departments of Education, Health and Human Services, and Justice provide a definition for "School Resource Officer":

> *A career law enforcement officer, with sworn authority, deployed in community oriented policing, and assigned by the employing police department or agency to work in collaboration with schools and community-based organizations to: (a) address crime and disorder problems, gangs, and drug activities affecting or occurring in or around an elementary or secondary school; (b) develop or expand crime prevention efforts for students; (c) education likely school-age victims in crime prevention and safety; (d) develop or expand community justice initiatives for students; (e) train students in conflict resolution, restorative justice, and crime awareness; (f) assist in the identification of physical changes in the environment that may reduce crime in or around the school; and (g) assist in developing school policy that addresses crime and recommend procedural changes (Safe Schools/Healthy Students Initiative).*

The National Association of School Resource Officers (NASRO) defines "School Resource Officer" as:

> *Officers (who) promote a better understanding of our laws, why they were enacted and their benefits. They provide a visible and positive image for law enforcement. They serve as a confidential source of counseling to students concerning the problems they face. They bring expertise into schools that will help young people make more positive choices in their lives. They also work to protect the school environment and to maintain an atmosphere where teachers feel safe to teach and students feel safe enough to learn (NASRO website).*

Regardless of definition, School Resource Officers have three main functions: *law enforcement officer, law-related teacher, and law-related counselor.* First, as a law enforcement officer, the SRO maintains a safe and secure environment on the school campus that will be conducive to an educationally stimulating atmosphere and serve as a means of preventing criminal activities and disturbances. Second, as a teacher, the SRO promotes positive attitudes regarding the police role in society and informs the students of their rights and responsibilities as lawful citizens. Third, as a counselor, the SRO establishes a more complete liaison with school personnel and students in an effort to prevent juvenile delinquency. According to the National Assessment of School Resource Officer Programs (National Institute of Justice, 2005), SRO's spend on average about 60-65 percent of their time on law enforcement, 25-30 percent counseling, and 5-10 percent teaching.

The most effective way an SRO can accomplish these goals is to be a positive role model; students learn from every interaction they have with an SRO. It is essential for an SRO to endorse high moral standards, use good judgment and discretion, be consistent and fair, respect all students, and display a sincere concern for the school community. School Resource Officers must maintain a professional appearance; be visible, accessible and willing to talk to the students; attend and participate in school activities both during the school year and the summer months; interact positively with the students and the community while taking their concerns seriously; maintain a relationship with the students' parents by attending PTA meetings and parent conferences; and maintain a relationship with the faculty and school administrators.

The SRO interacts with the school administrators and faculty, the student body, and the outside community. Although working in the school, the SRO is still an employee of the law enforcement agency and is responsible for identifying and resolving school safety problems. However, the SRO is not the disciplinarian or chaperone for the school –which job remains with the principal and faculty. As a resource for school administrators, the SRO serves as a means of establishing order and safety so learning can take place. The SRO shares information with faculty on gang activity and truants, provides expertise on crime prevention and responds to and investigates criminal activity in the school. The SRO is also a teacher who provides law-related education to students. As a resource for the student body, the SRO's office with the school serves as a resource center and makes available to students information on topics ranging from date rape to drug abuse. The SRO

also assists the school guidance department by counseling students; giving them the opportunity to talk about their problems and helping them find positive solutions. When necessary, the SRO refers students and family members to appropriate social agencies for additional assistance. Additionally, the SRO responds to requests from parents and the community regarding truants, drug activity, domestic problems, burglaries, thefts, and other school safety issues.

The SRO Program works to prevent juvenile delinquency and create a favorable student/police officer relationship. The Town of Amherst, the Amherst Town Court, school administrators, teachers, parents, and students are all beneficiaries of the SRO Program and, as stakeholders in the search for safer schools, must support and work with the SRO to reduce criminal conduct both on and off campus.

Job Description

- Provide law enforcement and police services to the school, school grounds and areas adjacent to the school. Investigate allegations of criminal incidents per police department policies and procedures. Enforce state and local laws and ordinances. Make appropriate referrals to juvenile authorities or other governmental agencies
- Work to prevent juvenile delinquency through close contact and positive relationships with students. In addition the SRO shall develop crime prevention programs and conduct security inspections to deter criminal or delinquent activities. The SRO should monitor crime statistics and work with other police personnel, school administration and faculty, and students to design crime prevention strategies.
- Establish and maintain a close partnership with school administrators in order to provide for a safe school environment. Assist school officials with their efforts to enforce School District policies and procedures, Assist school administration in emergency response planning and building security matters. Provide a course of training for school personnel in handling crisis situations, which may arise at the school.
- Be visible within the school community. Attend and participate in school functions. Build working relationships with the school's staff as well as with student and parent groups.
- Develop, implement and instruct classes in law related topics to support the educational efforts of the faculty. Work closely with teachers in designing and presenting law-related topics and the role of police in our society.
- Work with school counselors and other student support staff to assist students and to provide services to students involved in situations where referral to service agencies are necessary. Assist in conflict resolution efforts.
- Initiate interaction with students in the classroom and general areas of the school building; participate in individual and small group meetings and conferences with students. Promote the profession of police officer and be a positive role model. Increase the accessibility of police to the school community.

Juvenile Crime

Contemporary theories on juvenile delinquency suggest that the proliferation of negative influences in children's lives relate directly to juvenile crime rates. Some of these negative elements are poverty, discrimination, peer pressure, an unstable home life (broken or single parent homes), and unstable school life, psychological instability, changing morals of society, ineffectiveness of the juvenile justice system, direct influences of the mass media, and ignorance to the law and criminal justice system.

Recent statistics indicate that although the overall juvenile violent crime rate within the nation has been on the decline after decades of escalation, juvenile crime rates for other offenses have remained relatively static. Crime in schools has also seen a steady rise during the same periods. According to the National Crime Safety Center, juveniles commit more than 3 million crimes in schools each year. Although part of these changes may be attributable to greater public awareness of crime in schools and increasing pressure on education officials to report school crime incidents, there is no question that violence and crime are on the rise in our schools and affecting our children's ability to learn.

Project Goals

- To maintain a safe and secure environment on the school campus which will be conducive to an educationally stimulating atmosphere and serve as a means of preventing criminal activities and disturbances.
- To promote positive attitudes regarding the police role in society and to inform the students of their rights and responsibilities as lawful citizens.
- To establish a more complete liaison with school personnel and students in a cooperative effort to prevent juvenile delinquency.
- To bridge the gap between police officers and adolescents in order to increase positive attitudes toward law enforcement and to reduce juvenile crime through counseling, teaching about the criminal justice system, and taking a personal interest in the students.

Project Objectives

- Promote student understanding of the law and the criminal justice system.
- Decrease the number of student conduct/criminal violations occurring during the school day and during extracurricular school functions.
- Decrease gang activity and involvement in gangs by students.
- Improve students' attitudes and relationships with law enforcement personnel.
- Increase access of students, parents, and families to community agencies which offer assistance to youths and their families for problems that require professional help.
- Conduct crime prevention programs and improve school officials' response to criminal activity and violence.

Performance Indicators

- Present law-related education to classes during the school year. The SRO will keep a record of all law-related courses that are taught including drug prevention presentations and other programs deemed necessary and appropriate by school administrators and police management.
- The number of student conduct/criminal violations for the school year will be compared to the number from previous school years to determine any increase or decrease.
- The SRO will keep a record of all gang activity on or near campus, attempt to identify the individuals involved, and relate this information to the police department. This information will be compared to records from previous years to determine changes in gang activity. If necessary, the SRO will present gang awareness and prevention training to the student body, faculty, and parent organizations.
- The SRO will assess the students' attitudes toward law enforcement by interacting with them during the school day and during extracurricular activities and through the use of student surveys at the beginning and end of each school year. The relationship between the SRO and the student body will also be assessed through surveys completed by parents, faculty members, and administrators to gauge the effectiveness of the SRO program.
- The SRO will research and document all municipal, county, and state agencies available to provide services to students and their families. A directory of such agencies including points of contact will be developed or maintained. The SRO will hold conferences with students, parents, and school faculty when appropriate and keep a log of this activity. The SRO will also maintain a record of all referral services rendered and follow-up the referrals to determine if they were helpful or if other services are necessary.
- The SRO will maintain a record of all crime prevention lectures or seminars given to the student body or public. The SRO will assist school administrators in surveying school facilities for areas that provide opportunities for commission of a crime and develop a plan to correct the problem. The SRO will also assist school violence prevention teams in developing strategic responses to incidents of violence within the school.
- The commanding officer will be responsible to collect and analyze data, prepare progress reports and write the annual evaluation report.
- Data will be gathered on law enforcement related incidents, law enforcement related course grades, parent and teacher survey results, and outcomes of conferences with students, parents and faculty members, as well as any other information that is explicitly mentioned in the projects' performance indicators.