

OGDENSBURG CITY SCHOOL DISTRICT
OGDENSBURG, NEW YORK

SUBJECT: Resolution to Approve Contract between the Ogdensburg City School District and the City of Ogdensburg Re providing the Services of a School Resource Officer

DATE: March 18, 2019

REASON FOR BOARD CONSIDERATION:

The Board of Education must accept or reject all contractual agreements.

FACTS AND ANALYSIS:

The Ogdensburg City School District is requesting the services of a School Resource Officer from the City of Ogdensburg Police Department. The terms and conditions of said agreement are stated in the attached contract between the Board of Education and the City of Ogdensburg. Such terms and conditions will be agreed to by both the City of Ogdensburg and the School District; therefore, the following is recommended:

RECOMMENDED ACTION:

Moved by _____ and supported by _____ that, having the recommendation of the Superintendent of Schools, the Board of Education of the Ogdensburg City School District does hereby approve the attached Contract with the City of Ogdensburg to provide the services of a School Resource Officer, as submitted on this 17th day of June 2019.

APPROVED FOR PRESENTATION TO THE BOARD:



Superintendent

KK/alf
Attachment

SCHOOL RESOURCE OFFICER CONTRACT

Between the City of Ogdensburg (the "City")
And the
Ogdensburg City School District (the "School District")

I. Term of Contract

The term of this contract shall be sixty (60) months, to commence July 1, 2019 and to conclude June 30, 2024. However, to comply with applicable provisions of law, either party may notify the other party, in writing, no later than April 1 of each year of this contract, of its intention to terminate this contract as of the following June 30 in which case the remaining term of the contract shall be null and void. Failure to give such notice by April 1 will result in continuation of the terms and conditions set forth herein.

II. Service Provider

A Patrolman of the Ogdensburg Police Department will serve as a full-time school resource officer (SRO) under the day-to-day administrative direction of the School Superintendent. With the exception of those hours necessary for the officer to fulfill training obligations to ensure continued certification, 100% of the SRO's employment contract hours are available for service to the School District. The officer shall be required to secure the prior consent of the School Superintendent for absence due to training responsibilities which consent shall not be unreasonably withheld. The School Superintendent shall be given reasonable notification of the dates and times when the officer will be required to fulfill training/legal obligations.

Selection of the SRO would be through a panel evaluation of interested applicants. The panel shall consist of an equal number of representatives appointed by the Board of Education, the Superintendent and the Chief of Police. The SRO shall remain an employee of the City of Ogdensburg Police Department and be subject to the provisions of any executed City-PBA labor contract. The SRO is subject to the overall supervision of the Chief of Police, or his designee, and would report all criminal matters through the established chain of command.

Should the services of the selected SRO prove to be unsatisfactory to the Superintendent of Schools during the contract term, the Superintendent shall notify the City of Ogdensburg Chief of Police through a confidential service evaluation. Upon his concurrence, the Chief of Police will seek and, if available, provide alternative SRO candidates for selection by the panel.

III. Responsibilities

A. As directed by the Superintendent of Schools, including, but not limited to:

- 1) Build positive relationships with students and acts as an informal mentor;
- 2) Provide educational programs to students on a variety of topics including, but not limited to: drug and alcohol use, child abuse, the criminal justice system, law enforcement careers, domestic violence, dating violence, bullying, internet safety and sexting, suicide prevention, Halloween safety, conflict resolution, impaired and distracted driving;
- 3) Provide educational programs to staff and parents on a variety of topics including, but not limited to: internet safety, sexual abuse prevention, drug identification;
- 4) Serve as a resource to school officials when referring students to social service agencies;
- 5) Assist the school administration in enforcing the compulsory education law;
- 6) Provide informal consultation with students, parents and faculty members to assist them with problems they may have interfacing with law enforcement agencies;
- 7) Serve as a member of the District Safety Committee, along with other police personnel, and provide consulting advice to administrators on plans for safety, emergency preparedness, traffic flow, evacuation, lighting and video surveillance, as well as other safety/security concerns;
- 8) Monitor and test security systems on a daily basis, including reviewing all security cameras in the district to be sure they are working;
- 9) Confer with building-level administrators on a daily basis to develop plans and strategies to prevent and/or minimize dangerous situations or criminal behavior on or near the campus or involving students at school-related activities;
- 10) Provide training for all school personnel in emergency management procedures;
- 11) Assist school administrators with required safety drills and debriefings with staff following a drill or an actual emergency response;
- 12) Serve as a first responder in the event of a crisis or student safety emergency;
- 13) Provide security for special school events or functions, when requested to do so by the building-level administrator;
- 14) Act as a liaison to building-level administrators when investigating potential criminal violations occurring in the school or on school property;
- 15) Assist school administrators in conducting investigations of possible criminal conduct on school grounds and areas adjacent to school grounds, with the goals of establishing a deterrent to delinquent student behavior and promoting the safety of students, faculty and administration;

16) When permitted by law, the SRO will assist school administrators in conducting searches that may involve weapons, controlled substances or in situations where a student's emotional state may present a risk of harm to school administrators.

17) Enforce all applicable federal, state and local laws. Those matters, as solely determined by the SRO, not reaching the threshold of violations, offenses and/or crimes as defined by federal, State or local law, shall be referred to the SCHOOL DISTRICT's administration and security personnel. Should it become necessary to conduct formal police activities involving a student, the SRO shall adhere to all applicable federal, State and local laws and SCHOOL DISTRICT policy, provided that the SCHOOL DISTRICT policy does not contravene such laws.

18) The SRO shall not act as disciplinarian of the SCHOOL DISTRICT, but shall enforce the law as required by applicable federal, State and local law. The SRO shall make the Superintendent and principals aware of such action, within twenty four (24) hours of such action transpiring. When the SRO needs to request additional POLICE assistance, he/she will notify the Principal as soon as practicable.

19) Maintain detailed and accurate records of his/her operations, and shall make them available to the Principals and Superintendent, within a reasonable time after a request for such records has been made.

20) Adhere to all Board of Education and Building Policies.

B. The SRO shall work for the School District on all days that the teachers are required to report for work. The SRO may work additional days for the School District upon request of the Superintendent and the approval of the City of Ogdensburg Police Chief.

IV. Reimbursement Procedures

For the period July 1, 2019 through June 30, 2023 the School District shall pay the actual amount of the salary plus benefits payable to the SRO which sum shall not exceed (excluding overtime paid pursuant to paragraph 5) \$75,000. Such sum for fiscal year 2019-2020 and succeeding fiscal years shall be payable in four (4) equal installments on or about October 1, January 1, April 1 and July 1 of each applicable year. In the event any overtime payments for the SRO are necessitated, by assignments pursuant to Section 5 of this Agreement, the City shall include said sum in quarterly billing statement.

On or before April 15, 2020 and each succeeding April 15 thereafter during the term of this agreement, the City shall provide notification to the School District of the estimated amount of salary and benefits to be paid the SRO by the City during the following fiscal year of the School District. Payments of the actual amount of salary and benefits shall be paid by the School District to the City according to the payment schedule described in the preceding paragraph. The notification given the City to the School District shall be for budgetary purposes only and shall not require the agreement of the School District.

V. Other School District Expenses

The School District will be responsible for the full cost of any overtime salary of the SRO incurred in the performance of SRO duties for the School District/SRO events or incidents.

VI. Expiration of Contract

This contract will expire on June 30, 2023. Subsequent to the expiration of this SRO services agreement between the School District and the City, the Ogdensburg City School District Board of Education and the City of Ogdensburg City Council will consider the desirability for and terms of any SRO service contract renewal.

Ogdensburg City School District

City of Ogdensburg

By: _____
President (signature)
Ogdensburg City School
District Board of Education

By: _____
City Manager (signature)
City of Ogdensburg

Date Signed: _____

Date Signed : _____

KK/alf