

Greene County Sheriff's Office Organizational Chart as of 08/25/2020

- Undersheriff Adam Brainard

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Greene Co Legislature

INTERMUNICIPAL AGREEMENT

THIS AGREEMENT, made by and between

the COUNTY OF GREENE, a municipal corporation of the State of New York, with offices at 411 Main Street, Catskill, New York 12414 (hereinafter referred to as the "County"), and the SHERIFF OF GREENE COUNTY, a constitutional Officer in and for the County of Greene with offices at 370 Mansion St. Coxsack, NY 12192, (hereinafter referred to as the "Sheriff")(each, a Party collectively referred to as "the Parties").

WITNESSETH:

WHEREAS, the County, through its Office of the Sheriff, has the capacity to provide a Deputy Sheriff trained as a School Resource Officer (hereinafter referred to as "SRO");

WHEREAS, the Parties have determined it would be mutually beneficial for two (2) uniformed SROs to be assigned to work within the District; to have day-to-day contact with the students, faculty, parents, and other members of the community, to provide a safe and comfortable environment within the schools; and to be available for students to assist in defusing and solving problems before they become a detriment to the learning environment and the health, safety, and welfare of the students and staff of the District; and

WHEREAS, it is the goal of the Parties to enter into a partnership to enhance the school environment by assigning an SRO to the District who will work to meet the following objectives:

- To work cooperatively with the District staff to address crime and disorder problems that jeopardize the safety of students, staff, and visitors, including, but not limited to drug activities affecting or occurring in or around any District building;
- To work with School Counselors and other student support staff to assist students and to provide services to students involved in situations where referrals to service agencies are necessary;
- To develop and/or expand crime prevention efforts for students;
- To assist 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 District buildings;
- To assist District staff in the creation of a safe school environment that is free of harm, intimidation, bullying, weapons, and other illegal substances;
- To build working relationships with District staff as well as with students and parents;
- To present a positive role model of a law enforcement officer; and
- To encourage a positive perception of law enforcement within the community.

WHEREAS, all Parties, through Legislative Resolution or School District Board Approval, are authorized to execute an agreement for services contained herein;

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

1. SCOPE OF SERVICES

A. **Attendance:** In full uniform the SRO shall provide services to the District Monday through Friday, September through June when school is in session (approximately one hundred eighty five (185) days, with hours coinciding with the District's school day, or upon mutual agreement by both parties, reporting to the District, in a marked patrol vehicle, with the exception of vacation, sick leave, personal leave, school holidays, winter and spring breaks, and the summer months when school is not in session. Vacation, personal and sick leave are defined by the collective bargaining unit within the Sheriff's Office. **The SRO will be in attendance when students are present for the school day.** If the SRO is unable to report for duty due to sickness, injury, or any other unforeseen circumstance, the Sheriff will see that a replacement is assigned to the District to serve in the SRO's absence.

- I. The Sheriff and his training coordinator will make every reasonable effort to provide the SRO with all mandatory police trainings during times that school is not in session.
- II. With 72 hour notice the SRO or Greene County Sheriff's office representative will attend, upon District request, any sporting events, community events, or any other such function deemed appropriate by the District as approved by the Sheriff.
- III. Any hours worked beyond 40 hours in a week by the SRO, as approved by the Sheriff for school activities and events will be applied as "comp" time for the SRO, in accordance with the collective bargaining agreement, to be utilized at times when school is not in session. The District will not be responsible for paying overtime premiums for the SRO.
- IV. In any instance where the District requests law enforcement presence at an event outside of normal school hours, as approved by the Sheriff and the SRO is unable to attend, every reasonable effort shall be made to provide a replacement for such event.

B. **Responsibilities of the SRO (See Appendix A for a more detailed breakdown):**

- I. The SRO will move freely to the various buildings within the District throughout the day, making sure to be visible during high traffic and transition times both inside and outside of the buildings. Upon arrival at a particular school building, the SRO will advise the main office of his/her presence so that the District will be able to track his/her location throughout the District.
- II. Mediate negative situations that occur between students or between students and staff in consultation with Building or District Administration.
- III. Investigation of situations as requested by District or Building Administration, at the discretion of the Greene County Sheriff's office.
- IV. Take part in any District Safety planning and drills.
- V. Work with students and families to address issues of truancy, making home visits when appropriate, or by request of the District or Building Administration.
- VI. Identify and develop students to serve as a positive role model working with District clubs and activities.
- VII. Prepare lectures/presentation and instruct when requested or when appropriate.

- VIII. Educate students and parents on bullying, internet safety, drug and alcohol awareness, vaping and e-cigarette health issues, and any other topic as requested by the District.
 - IX. Assist with professional development of staff, particularly in areas such as drug and alcohol recognition, victims of abuse, etc.
 - X. Speak with or provide lecture to community groups and parents as requested by the District.
 - XI. Use discretion when disseminating confidential information, particularly in light of the District's policies with respect to student records and its mandates pursuant to the Family Educational Rights and Privacy Act (FERPA).
 - XII. Cooperate with any District disciplinary actions taken, assist the District in determining the need for school law enforcement interventions. However, the SRO shall not act as a school disciplinarian. School discipline is the sole responsibility of the District.
- C. Supervision of the SRO:** The SRO will report directly to the District's Superintendent of Schools or his/her designee. The SRO will work directly with the various building Principals on a day-to-day basis regarding situations and relationships in each of the District's buildings. The SRO shall be subject to the District's policies and procedures when performing functions in the District's schools, unless otherwise provided in this Agreement. The District shall provide training and oversight to the SRO in school policy, regulations, and procedures. The SRO will also be under the direct supervision of a Sheriff's Sergeant, as assigned by the Sheriff. The District will provide an annual performance evaluation to the Sheriff, to ensure all goals and objectives of the SRO program are being met, noting any and all deficiencies.
- 2. TERM OF AGREEMENT:** This Agreement shall take effect on September 1, 2020, and subject to earlier termination as provided below, shall continue in full force and effect until June 30, 2021, which is a period to include one (1) full school year. Prior to April 1, 2020, the Parties will renegotiate to continue or terminate the SRO program for the following school years.
- 3. PAYMENT:** The County and Sheriff agree to provide and pay the SRO's actual salary and employment benefits in accordance with County personnel policies and the applicable collective bargaining agreement. The District agrees to pay the County an amount equal to the SRO's actual salary and employment benefits in accordance with the appropriate collective bargaining agreement. The current salary and employment benefits for the SRO would be approximately, \$123,709.60 annually. The County shall provide records as deemed necessary to justify the claim. The District agrees to submit all payments to the County within thirty (30) days of the invoice being submitted. The County shall submit invoices to the District as follows:

INVOICE DATE	PERIOD COVERED	INVOICE AMOUNT
November 15, 2020	September 1, 2020 to October 31, 2020	\$24,741.92
January 15, 2021	November 1, 2020 to December 31, 2020	\$24,741.92
March 15, 2021	January 1, 2021 to February 28, 2021	\$24,741.92
May 15, 2021	March 1, 2021 to April 30, 2021	\$24,741.92
June 15, 2021	May 1, 2021 to June 30, 2021	\$24,741.92

Note: This amount will be adjusted based on if grant monies are received and/or if the County shares in the cost.

- 4. TERMINATION:** Any Party may terminate this Agreement immediately upon notice to the other Parties, in the event of any Party failing to comply with the terms of this Agreement in any material respect and such a failure not being cured within thirty (30) days after receipt of notice by the other Parties describing such failure. Any Party may terminate this Agreement without cause, upon sixty (60) days written notice to the other Parties. The County may terminate this Agreement upon written notice to the District for failure by the District to appropriate funds for the services rendered by the County and the Sheriff under this Agreement.
- 5. SELECTION OF THE SRO:** The Candidates for the SRO position will be selected by the Sheriff based upon the Sheriff's judgement and discretion, taking into consideration, among other criteria, the Deputy Sheriff's training, qualifications, experience, interest in the position, and their ability to effectuate the goals and objectives set forth herein. The Sheriff will take into consideration, any requests made by the District to have a specific Deputy Sheriff serving as the SRO. The District will be given an opportunity to meet and interview SRO candidates and to select the best candidate for their school, which the Sheriff take into advisement before selecting the SRO.
- 6. REMOVAL OF THE SRO:** The District shall have the right to request the removal and/or replacement of the SRO upon written notice to the Sheriff when such action is deemed necessary by the District for the SRO's failure to meet or comply with the goals and objectives of the program. The Sheriff has the sole authority to remove the SRO at any time for discipline or discharge in accordance with the appropriate collective bargaining agreement. Removal or replacement of the SRO, upon District request, will not be unreasonably denied by the Sheriff, and shall occur within three weeks from the date of the request. Upon such a request, the Sheriff will consult with the District, and immediately determine whether the SRO should report for duty at the District after a request has been made.
- 7. NOTICES:** In addition to notice by email, all notices shall be in writing and sent by return receipt certified mail, registered mail, overnight mail, courier or transmitted by facsimile, to the addresses indicated on the first page of this Agreement, or such other address as any Party, or its officials, employees or agents, may suffer by reason of any negligence, fault, act or omission of the other Parties, its employees, representatives, subcontractors, assignees, or agents.
- 8. INDEMNIFICATION:** Each Party agrees to defend, indemnify and hold harmless the other Parties, including its officials, employees and agents, against all claims, losses, damages, liabilities, costs or expenses (including without limitation, reasonable attorney fees and costs of litigation and/or settlement), whether incurred as a result of a claim by a third party or any other person or entity, arising out of the performance of its obligations pursuant to this Agreement, that any Party, or its officials, employees or agents, may suffer by reason of any negligence, fault, act or omission of the other Parties, its employees, representatives, subcontractors, assignees or agents.

9. **INSURANCE:** All Parties shall provide the other Parties with proof of General Liability, Workers Compensation, Disability, and Auto Insurance Coverage, and shall name the other Parties as an additional Insured with respect to General Liability coverage.
10. **INDEPENDENT CONTRACTOR:** The SRO shall be an employee of the County, specifically the Sheriff's Office. Each Party agrees to be solely responsible for all matters relating to compensation of its employees, including, compliance with local, state and federal laws governing its personnel, including workers' compensation, Social Security, withholding and payment of any and all federal, state, and local personal income taxes, disability insurance, unemployment, and any other taxes for such persons, including any related employer assessment or contributions required by law, and all other regulations governing such matters, and the payment of all salary, vacation, and other employee benefits.
11. **NO ARBITRATION:** Any and all disputes involving this Agreement, including the breach or alleged breach thereof, may not be submitted to arbitration unless specifically agreed thereto in writing by the Chairman of the County's Legislature, in consultation with the Greene County Attorney or designees, but must instead only be heard in the Supreme Court of the State of New York, with venue in Greene County or if appropriate, in the Federal District Court with venue in the Northern District of New York, Albany Division.
12. **CORPORATE COMPLIANCE:** All Parties agree to comply with all Federal, State, and local laws, rules, and regulations governing the provision of goods and /or services under this Agreement.
13. **NO ASSIGNMENT WITHOUT CONSENT:** This Agreement may not be assigned by any of the Parties, nor its rights, title or interest therein assigned, transferred, conveyed, sublet or disposed of without the previous written consent of the other Parties and any attempt to do so with our first obtaining such written consent will be void and of no force and effect.
14. **GOVERNING LAW:** This Agreement and the performance of the Parties hereunder shall be governed by and construed in accordance with the laws of the State of New York.
15. **MODIFICATIONS TO BE IN WRITING:** No changes, amendments or modifications of any of the terms and/or conditions of the Agreement shall be valid unless reduced to writing and signed by the Parties to this Agreement. Changes in the SCOPE OF SERVICES in this Agreement shall not be binding, unless prior to the performance of any such services, the County and Sheriff, with appropriate consultations, execute an amendment or modification to this agreement, which amendment or modification shall specifically set forth the scope of such extra or additional services, the amount of compensation, and the extension of time for performance, if any, for such services. Unless otherwise specifically provided for therein, the provisions of the Agreement shall apply with full force and effect to the terms and conditions contained in such amendment or modification.

16. ENTIRE AGREEMENT: The rights and obligations of the Parties and their respective agents, successors and assignees shall be subject to and governed by this Agreement, which supersedes any other understandings or writings between or among the Parties to the Agreement.

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

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APPENDIX A

RESPONSIBILITIES OF THE SCHOOL RESOURCE OFFICER

1. OBJECTIVES OF AN SRO PROGRAM

- a. To maintain a safe campus environment conducive to learning.
- b. To create unity between law enforcement and school Districts.
- c. To improve relationships between youth, communities and law enforcement.
- d. To serve as consultants to school, staff, parents and youth on safety matters.
- e. To serve as positive role models for all.

2. PRIMARY FUNCTIONS OF THE SRO

- a. To be a visible, active law enforcement figure for the District, dealing specifically with law enforcement matters that originate on campus.
- b. To serve as a resource for students, allowing them to associate with law enforcement in the student's environment.
- c. To serve as a resource for teachers, parents and students by scheduling conferences to deal with individual or group problems and questions, particularly those that may lead to criminal activity.
- d. To appear before classrooms, community groups, PTO's, or any other group requesting lecture or information regarding a particular topic of interest within the District.
- e. To work with Building Administrators and assist in forming safety plans or other relevant school policies and procedures.
- f. To effectively communicate with all District staff when action is needed.
- g. To be available upon request for crime prevention presentations.
- h. To serve as a liaison between the District and law enforcement when law enforcement has a need to conduct business with students, staff or parents when school is in session.
- i. Notwithstanding anything to the contrary contained herein, the school is responsible for discipline unless an incident is deemed to be of a criminal nature. The SRO will advise the school and take action if they believe criminal activity is/has occurred.
- j. To serve as a crisis intervention officer, assisting in the mediation process or restorative justice process.

3. THE TRIAD APPROACH TO AN SRO PROGRAM

a. LAW ENFORCEMENT OFFICER

- i. Maintaining law and order.
- ii. Conducting criminal investigations (may include assisting building administrators conducting investigations and advising if criminal activity has occurred).
- iii. Make arrests if appropriate (criminal mischief, drugs, aggravated harassment, etc.). In an effort to minimize disruption to the learning environment, the SRO should avoid making arrests on District property while school is in session. If an arrest situation presents itself the SRO should consider the following factors when determining the best course of action: (1) whether the arrest is related to a school-related offense; (2) the seriousness of the offense; (3) whether there is an imminent threat to public safety; and (4) whether the arrest can be accomplished in an alternative manner. Unless exigent circumstances exist, the SRO should consult with a building or District administrator before making an arrest on District property.
- iv. Assist building safety teams in formulating appropriate safety policies and procedures.
- v. Assist in coordinating building safety drills, obtaining additional law enforcement assistance when needed.
- vi. Investigate truancy cases, make home visits if necessary, and advise when PINS petitions are appropriate.
- vii. Investigate child sexual assault cases or domestic violence issues.

b. LAW RELATED COUNSELOR

- i. Provide guidance to students, parents, teachers and staff on how to seek support services within and outside of the school.
- ii. Work with appropriate staff to identify "at risk" students based on the SRO's knowledge of the student's family and community.
- iii. Serves as a mentor and role model to students identified by the school as needing assistance or through interpersonal relationships developed.
- iv. Assists in the transportation of students to a hospital if they are deemed a threat to themselves or others.
- v. Assists families in identifying appropriate community resources.

c. LAW RELATED PRESENTER

i. Presents law enforcement expertise via classroom presentations or group assemblies to help students, teachers, parents and community members better understand the law. Topics may include, but are not limited to;

1. Sexual Harassment and Sexual Abuse
2. Bullying
3. Child Abuse
4. Underage Drug or Alcohol Abuse
5. NYS Graduated Driver's License Program
6. Zero Tolerance Laws
7. Relevant Legal Statutes (Vehicle and Traffic Law, ABC Law, Penal Law, etc.)
8. Internet Safety
9. Sportsmanship
10. The NYS Court System (Criminal, Family, Civil)

ii. Actively participates with the District's Safety Committee or any other interdisciplinary teams deemed appropriate.

iii. Promotes programs that stress good citizenship and positive moral development.

MEMORANDUM OF AGREEMENT

The County of Greene and the Greene County Sheriff (collectively, "the Employer") and the Greene County Deputies Union (the "Union") are parties to a Collective Bargaining Agreement for the term January 1, 2017 to December 31, 2019 (the "Agreement").

The Employer and Union agree that certain members of the Union will be assigned to the position of School Resource Officer ("SRO"). The requirements and qualifications for said assignment are:

1. The Sheriff will determine the number of SRO assignments; only those employees holding the title of "Deputy Sheriff" may be assigned as a SRO.
2. Each SRO must successfully complete and receive certification as a SRO.
3. A SRO will remain subject to all of the Rules of the Greene County Sheriff's Office and the terms and conditions of the Agreement.
4. Once assigned, the SRO must commit to service in said position for one school year, barring unforeseen circumstances.
5. A SRO can be dismissed as the SRO upon the request from the at-issue school; in that event the SRO will resume his/her duties as a Greene County Deputy Sheriff.
6. The SRO will attend those school events that are specifically requested by the school.
7. The SRO will be armed and in full uniform; the SRO will be assigned a Greene County Sheriff's marked vehicle that the SRO will take to and from the assigned school.
8. The SRO's hours will coincide with those of the school the SRO is assigned to; any hours over forty (40) in a week will be compensated as follows:

The first ten (10) hours of overtime will be compensatory time off accrued at the overtime rate of pay. The SRO can accumulate up to ten (10) hours per month of compensatory time. Note that overtime

for pay will not be earned for after hour school functions until the SRO has reached the 10 hour/month cap.

In a one year period, the SRO may accrue up to a maximum of 100 compensatory time hours. The SRO may roll over (into the next year) 50 of these hours with the remaining time to be paid out in the first pay period of December.

9. Compensatory time off must be scheduled in advance in the same manner required for the scheduling and taking of vacation as detailed in the Agreement at Article 10.1.4.
10. The SRO is not entitled to the Agreement's Article 18.6, shift differential.
11.
 - a. If the school has a snow day emergency or other unexpected closing or when there is a "school" break/recess for vacations or summer the SRO will have the option of using accrued leave or reporting to the duty Sergeant to resume his/her duties as a Deputy Sheriff. In that instance the SRO will be assigned to an eight (8) hour shift, where needed, as determined by the Sheriff.
 - b. For school recess the SRO must give notice as to option selected (work or accrued leave) to the SRO designated Sergeant at least one (1) month prior to said recess.
12. Because of the special nature of the position of SRO there is a need for consistent presence by the SRO at the assigned school. As such, those assigned as a SRO will, to the best of their ability, limit the amount of vacation leave requested during the school year, when school is in session.
13. During school recess (long breaks/summer recess) a SRO's request to use accrued leave will not be restricted.
14. If the assigned school is closed on a contractual holiday, the SRO will receive a paid day off; if the assigned school is open on a contractual holiday the SRO will be paid and receive an additional vacation day to be used in accordance with the terms of the negotiated agreement with the Greene County Deputies Union.

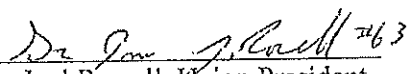
15. In the event criminal activity is detected or reported at the assigned school, the SRO will, to the best of her/his ability, get the situation under control and call for backup; the SRO will not be the investigating or the arresting officer except in emergency situations.
16. This SRO Memorandum of Agreement will sunset at the end of the 2019 school year for reevaluation and/or renewal by the parties.

AGREED THIS 31 DAY OF JANUARY, 2019.

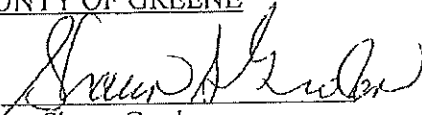
GREENE/COUNTY SHERIFF

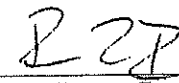
By: 
Greg Seeley

GREENE COUNTY DEPUTY'S UNION

By:  #63
Joel Rowell, Union President

COUNTY OF GREENE

By: 
Shaun Groden
County Administrator

By: 
Bill LeBeau, Council 82

