

Legal Counsel Approval



RL 22-194

Introductory No. R22-74

Permanent No. R22-74



**THE COUNCIL OF THE CITY OF BINGHAMTON
STATE OF NEW YORK**

Date: August 25, 2022

Sponsored by Council Members: Scaringi, Resciniti, Riley, Burns, Scanlon, Strawn

Introduced by Committee: MPA

RESOLUTION

entitled

A RESOLUTION AUTHORIZING THE MAYOR
TO EXTEND THE AGREEMENT WITH THE
BINGHAMTON CITY SCHOOL DISTRICT FOR
SCHOOL RESOURCE OFFICERS AT THE HIGH
SCHOOL AND MIDDLE SCHOOLS FOR 2022-
2023

WHEREAS, the City of Binghamton wishes to extend the agreement with the Binghamton City School District for School Resource Officers at the High School and Middle Schools, whereby the City agrees to provide the High School and each Middle School with one (1) police officer designated by the Chief of Police, and that the Binghamton City School District will pay the City for providing such police officer as provided in said agreement.

NOW, THEREFORE, the Council of the City of Binghamton, duly convened in regular session does hereby:

RESOLVE that the Mayor of the City of Binghamton, or his designee, is hereby authorized and directed to extend the agreement, approved as to form and content by the Office of Corporation Counsel, with the Binghamton City School District for School Resource Officers at the High School and Middle Schools for 2022-2023.

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The within Resolution was adopted by the Council of
the City of Binghamton.

Date 8/25/22

City Clerk Christina G. Lyons

Date Presented to Mayor 8/26/22

Date Approved 8/26/22

Mayor J. M. M.

	Ayes	Nays	Abstain	Absent
Councilman Scaringi				✓
Councilwoman Resciniti	✓			
Councilwoman Riley				✓
Councilwoman Friedman		✓		
Councilman Burns	✓			
Councilman Scanlon	✓			
Councilman Strawn	✓			
Total	4	1	0	2

Code of the City of Binghamton

Adopted Defeated

4 Ayes 1 Nays 0 Abstain 2 Absent

I hereby certify the above to be a true
copy of the legislation adopted by the
Council of the City of Binghamton at a
meeting held on 8/25/22 Approved
by the Mayor on 8/26/22

[Signature]

School Resource Officer Agreement

This agreement made this ____ day of _____, 2022, by and between the Binghamton City School District and the City of Binghamton as follows:

WITNESETH:

WHEREAS the City of Binghamton (City) agrees to provide the Binghamton City School District (District) with a School Resource Officers (SRO) to be located at the Middles Schools and the District agrees to pay the City for providing the SRO; and

WHEREAS the District and the City desire to set forth in this SRO Agreement the specific terms and conditions of the services to be performed and provided by the said SRO in the District;

NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

Goals and Objectives - It is understood and agreed that the District and City officials share the following goals and objectives with regard to the School Resource Officer (SRO) Program in the Middles Schools:

1. Foster educational programs and activities that will increase student knowledge of and respect for the law and the function of law enforcement agencies;
2. Report serious crimes that occur on campus and cooperate with the law enforcement officials in their investigation of crimes that occur at school;
3. Cooperate with law enforcement officials in their investigations of criminal offenses which occur off campus;
4. 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.
5. Work to prevent juvenile delinquency through close contact and positive relationships with students. The SRO shall conduct security inspections as permitted by law to deter criminal or delinquent activities. The SRO should monitor crime statistics and work with local patrol officers and students together to design crime prevention strategies.
6. 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 Board of Education policies and procedures. Ensure school administrator safety by being present during school searches, which may involve weapons, controlled dangerous substances or in such cases that, the student's emotional state may present a risk to the administrator. Assist school administrators in emergency

crisis planning and building security matters. Provide a course of training for school personnel in handling crisis situations, which may arise at the school.

7. Build working relationships with the school's staff as well as with student and parent groups.
8. Work with guidance 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. Assist in conflict resolution efforts.
9. Initiate interaction with students in the classroom and general areas of the school building. Promote the profession of police officer and be a positive role model. The SRO shall be encouraged to be an active member of the school community and participate in school events.

Employment and Assignment of School Resource Officer

1. The SRO shall be assigned by the City to the District to be utilized primarily at the Middle Schools, reporting directly to the Principal with the Chief as the immediate supervisor.
2. The District agrees to pay to the City an amount equal to the salary of two (2) SROs on a monthly basis, in the manner described herein.
3. The City agrees to issue the checks for the SRO's salary and the City agrees to pay for the SRO's employment benefits in accordance with the applicable Collective Bargaining Agreement, salary schedules, and employment practices of the City.
4. The District agrees that the SRO will be the officer, which is assigned to each school. The District agrees that if either SRO is absent for any reason; including but not necessarily limited to: in service training, sick leave, annual leave, disability, or workers compensation, then the position of SRO will not be filled by the City with another police officer. If such a situation occurs, the District agrees that it must continue to make payment hereunder subject to the provisions of paragraph 14.3. This provision is not intended to limit rights created by any Collective Bargaining Agreement or any Laws, Statutes or Ordinances, including those which give the City the ability hire, fire, and discipline the SRO, or which gives the City the ability to dispute or deny the following: the performance of the SRO, alleged disabilities claim for workers' compensation, and claims for 207-c. The SRO shall be subject to all other personnel policies and practices of the City, except as such policies or practices which may have to be modified to comply with the terms and conditions of this Agreement. If it reasonably believed that the Officer who is assigned as SRO to the District will be absent for more than five (5) consecutive school days, the District has the right to request that a new Officer be assigned as SRO for any period of the extended absence. The City will not unreasonably deny the District's request for a new SRO.
5. The City, in its sole discretion, shall have the power and authority to hire, discharge and discipline the SRO. The City agrees to defend, hold harmless and indemnify the District from and against any and all claims, suits or causes of action arising out of SRO's employment by the City and the assignment of the Officer as the SRO at the District; this shall include but

not be limited to allegations of unfair or unlawful employment practices brought by the SRO; except where there is intentional misconduct or gross negligence on behalf of the District.

6. The SRO shall be assigned by the City in collaboration with the District to be utilized primarily at the Middle Schools. The Chief of Police will make all decisions regarding the selection of the SRO. The Chief of Police may consult with the District prior to placement at the Middle Schools.
7. In the event the SRO is absent from work, the SRO shall notify both his supervisor in the City and the Principal of the Middle Schools to which the SRO is assigned.

Duty Hours

1. The maximum number of hours that a SRO shall be on duty in a work week shall be 40 hours. Specific SRO duty hours shall be set by mutual agreement between the District and the City.
2. The SRO shall be on duty at the school(s) from fifteen minutes before the beginning of the student instructional day until 15 minutes after the end of the students' school day unless modified by the mutual agreement between the City and District.
3. It is understood and agreed that time spent by the SRO attending court juvenile and/or criminal cases arising from and/or out their employment as an SRO shall be considered as hours worked under this Agreement.
4. In the event of an emergency, the SRO is ordered by the City to leave the school duty station during normal duty hours as described above and to perform other services for the City, the time spent shall not be considered hours worked under this Agreement. In such an event, the monthly compensation paid by the District to the City shall be reduced by the number of hours of SRO service not provided to the District or the hours shall be made up in a manner determined by mutual agreement of the parties.
5. At the discretion of the District and the SRO, a SRO can also work part time for the District. Part-time work is separate and distinct from the work defined under this SRO contract. Such Part-time work shall be requested by, and completely paid for by the District, including workers' compensation, etc.
6. Basic Qualifications of School Resource Officers - To be a SRO, an officer must first meet all of the following basic qualifications:
7. Shall be a commissioned officer and should have four years of law enforcement experience;
8. Shall possess a sufficient knowledge of the applicable Federal and State laws, City and County ordinances, and Board of Education policies and regulations.

9. Shall be capable of conducting criminal investigations.
10. Shall possess even temperament and set a good example for students; and
11. Shall possess communication skills, which would enable the officer to function effectively within the school environment.

Duties of School Resource Officer

1. To protect lives and property for the citizens and public-school students of the District;
2. The SRO shall present various subjects to the students. Such subjects shall include basic understanding of the laws, the role of the police officer, and the police mission.
3. As may be requested by the District, the SRO shall engage in individual and small group discussions with students based upon material presented in class to further establish rapport with students.
4. As may be requested by the District, the SRO shall make themselves available for conferences with students, parents, and faculty members in order to assist them with problems of law enforcement or of a crime prevention nature.
5. The SRO shall not act as a school disciplinarian, as disciplining students is a District responsibility. It is agreed and understood that the principal and appropriate school staff shall be responsible for investigating and determining, in their discretion, whether a student has violated school and/ or board disciplinary codes or standards and the appropriate administrative action to take. However, this shall not be construed to prevent the SRO from sharing information with District administration/ staff, which may aid in the determination of whether a disciplinary offense occurred. Upon assignment, the SRO will be provided with copies of the Code of Conduct and expectations for behavior at each school. The SRO shall become familiar with district/school disciplinary codes and standards. The District will meet at least annually with the SRO for the purpose of reviewing applicable disciplinary standards.
6. To enforce Federal, State and Local criminal laws and ordinances, and to assist school officials with the enforcement of Board of Education Policies and Administrative Regulations regarding student conduct;
7. To investigate criminal activity committed on or adjacent to school property.
8. To answer questions that students may have about New York State criminal or juvenile laws;
9. To assist other law enforcement officers with outside investigations concerning students attending the school(s);
10. Shall participate in SRO training

Chain of Command

1. As an employee of the City, the SRO shall follow the chain of command as set forth in the City Police Department Policies and Procedure Manual.
2. In the performance of their duties, the SRO shall coordinate and communicate with the Principal or the Principals' designee, with regards to arrests, when appropriate.

Training/Briefing

1. The SRO shall be required by the City to attend training and briefing sessions. These sessions will be held at the direction of the police chief.
2. Training Sessions will be conducted to provide the SRO with appropriate in-service training such as up-dates in the law and in-service firearm training. The District also may provide training in Board of Education Policies, regulations and procedures.
3. The SRO shall participate in District training provided by the District as it relates to ensuring a physical and emotionally safe environment for learning.
4. Dress Code & Equipment - The SRO shall be required to wear a departmental issued uniform and carry departmental issued equipment including sidearm and radio. The SRO will not be provided a vehicle.
5. Investigation, Interrogation, Search and Arrest Procedures - school board policy and police department procedures shall apply.

Controlled Substances

1. School officials shall notify the SRO in all cases involving the possession, sale or distribution of controlled substances at school or school activities.
2. Any controlled substances or suspected controlled substances confiscated by school officials shall be turned over to the SRO for proper identification and eventual destruction.
3. If there is probable cause to believe that a student or any other person has sold or is selling controlled substances at or near a school, the SRO shall be notified, and the SRO should file a juvenile petition or seek a criminal warrant. However, the decision to initiate a juvenile petition or criminal warrant will be the discretion of the SRO.

Riots and Civil Disorders

1. In the event a riot or civil disorder occurs the SRO shall act in accordance with the Binghamton Police Department Policies, Procedures and Manual.

2. To the extent possible, all communications should be made by telephone to avoid alarming the public and news media.
3. The principal or his designee shall be prepared to respond to questions from the news media, parents and other members of the public as soon as order is restored.
4. If deemed necessary by school and law enforcement officials, the media and the public may be restricted to an area off campus away from the disturbance until order is restored.
5. The SRO or officer in charge shall consult with the principal about the need or decision to arrest and/or remove students and other persons from the campus. However, law enforcement officials shall have the authority to arrest and remove any person who commits an offense in their presence.
6. The names of any students arrested and removed from campus should not be released to the news media until their parents have been notified and in no event shall the names of students under age 16 who have been removed from campus be released to the news media.

Access to Education Records

1. School officials shall allow the SRO to inspect and copy any public records maintained by the school including student directory information such as yearbooks. However, law enforcement officials may not inspect and/or copy confidential student education records except in accordance with Family Education Rights and Privacy Act ("FERPA").
2. Term of Agreement- The term of this Agreement is one year commencing on July 1, 2022, through June 30, 2023. This Agreement will be renewed on a yearly basis by the mutual consent of the parties.

Consideration

1. For and in consideration of the City providing the SRO as described herein, the District agrees to reimburse the City for two (2) SRO salaries pursuant to the Collective Bargaining Agreement for Police Officers First Grade and positions in the amount of \$100,000 for the 2022-23 contract year. Such salaries shall include any increases in salary pursuant to any negotiations or revised Collective Bargaining Agreement.
2. The District shall pay the said compensation to the City in twelve equal monthly installments on or about the first day of each calendar month. At the beginning of every month, the District shall provide that next month's salary (1/12 of the total salary amount) to the Comptrollers' Office at the following address:

Comptroller's Office City of Binghamton
38 Hawley Street, 2nd Floor
Binghamton NY 13901

The checks shall be made payable to the City of Binghamton and will have a notation on each check which will indicate that the check is the payment of the salary of the SRO for a specific month (i.e., SRO September 2022).

No reimbursement by the District will be due for any periods of unpaid leave or time off or any periods of leave for which the City is not required to pay the SRO or for which the City receives reimbursement from any other source, in whole or in part.

Insurance and Indemnification

1. The City is self-insured. The City shall provide a certificate of insurance in an amount of not less than Two million dollars (\$2,000,000).
2. The City agrees to defend and hold the District its agent and employees free, harmless and indemnified from and against any and all claims, suits or causes of actions arising from or in any way out of the performance of the duties of the SRO or the SRO Program except where there is intentional actions or gross negligence on behalf of the District.
3. The District is self-insured. The District shall provide a certificate of insurance in an amount of not less than Two million dollars (\$2,000,000).
4. The District agrees to defend and hold the City, its agent and employees, including the SRO, free, harmless and indemnified from and against any and all claims, suits or causes of actions arising from or in any way out of the performance of the duties of the District or any District Program, except where there is intentional actions or gross negligence on behalf of the SRO.

Evaluation - It is mutually agreed that the District shall evaluate annually the SRO Program and shall provide information concerning the performance of each SRO. It is further understood that the District's information is advisory only and that the City is the sole authority to evaluate the performance and take any employment actions concerning the SRO.

Date: _____

Date: _____

Jaren M. Kraham
City of Binghamton, Mayor

Dr. Tonia Thompson
Binghamton City School District
Superintendent of School