

**MEMORANDUM OF UNDERSTANDING BETWEEN  
THE DUANESBURG CENTRAL SCHOOL DISTRICT  
AND THE  
SCHENECTADY COUNTY SHERIFF'S OFFICE OF SCHENECTADY COUNTY  
FOR AN ON-SITE SHERIFF PRESENCE (SRO)  
AT THE DUANESBURG CENTRAL SCHOOL DISTRICT HIGH SCHOOL AND SCHOOLS**

This agreement is made this 15<sup>th</sup> day of September 2024 between The County of Schenectady, (The "County") acting by and through its Sheriff's Office (The "Sheriff") a municipal corporation duly organized under the laws of the State of New York, with principal offices located at 620 State Street, Schenectady, NY 12305 (The "County") and the Duanesburg Central School District, a New York State public school district with principal offices located at 133 School Road, Delanson, NY 12053 (The "District").

**WHEREAS** the Sheriff employs Deputy Sheriffs capable of serving as School Resource Officers (SRO's) to perform community policing services in schools located within Schenectady County; and

**WHEREAS** the District desires to obtain an on-site Deputy Sheriff (SRO) law enforcement presence on campus to develop a strong and supportive relationship between students, faculty, staff, and law enforcement in order to deter criminal behavior and a safe learning environment; and

**WHEREAS** the Schenectady County Sheriff's Office and the County of Schenectady desires to provide an on-site Deputy Sheriff (SRO) to the district; and

**WHEREAS**, the County has previously agreed to provide one SRO to the district on a part-time basis for the 2018-2019 school year with the understanding that a restructured financial agreement would be established and set forth for the continued assignment of the SRO to the district on either a part-time or full-time basis as determined and agreed to by the parties.

**THEREFORE**, it is mutually agreed by and between the parties as follows:

**TERM:**

1. The Term of this agreement shall commence on September 1<sup>st</sup>, 2024, through June 30, 2025, for the assignment of Two SROs to the district on a full-time basis at a cost breakdown detailed in the funding and compensation section of this agreement and as agreed to by the parties. Continuation of this agreement is contingent upon the approval of both the district and the Sheriff/County.
2. Either party may terminate this Agreement for any reason, or no reason at all, upon at least 30 days written notice to the other party. Any notice shall be sent by certified mail, return receipt requested, or by personal delivery or overnight mail. In addition, this agreement may be suspended or terminated by the district in the event of a current or pending school closure that is anticipated to last at least 14 calendar days. In the event of such a suspension or termination, no services shall be due from the Sheriff and no payment shall be due from the School District, after the 14-day period. If suspended, this agreement may be reinstated by the parties under the same or modified terms and conditions.

**ELIGIBILITY AND APPOINTMENT:**

1. The on-site SRO Deputy Sheriff shall at all times be first and foremost a sworn Schenectady County

Deputy Sheriff, fully trained and certified under the laws of the State of New York, who is mandated by law to enforce applicable laws, intercede in crimes in progress, investigate criminal activity whether on school campus or not, and will take appropriate enforcement action as mandated and that his/ her direct supervision is within the chain of command as established by the Sheriff.

2. The School District, through the Superintendent or designee, will communicate any concerns about an SRO's effectiveness or conduct, and any possible disciplinary issues with respect to the SRO, to the Sheriff who will investigate and resolve such issues administratively. If the problem cannot be resolved in the agreement and opinion of both the Superintendent and the Schenectady County Sheriff or their designees and the Superintendent deems that the issue remains to be detrimental or disruptive to the educational environment, the SRO shall be removed from the program and a replacement SRO will be selected.
3. The District shall require the services of the SRO for the duration of this MOU and additional service time can be requested by the District with the approval of the Sheriff and notification to the County.
4. Assignment of the full-time SRO to the District shall not affect the duties of other Deputy Sheriffs or preclude their appropriate presence on or near school campuses or off campus school facilities or events.

#### **FUNDING AND COMPENSATION:**

1. For the 2024-2025 School Year, the Sheriff's Office shall provide the services of one on-site Sheriff's Deputy (SRO) on a full-time basis of 40 hours per week to the district during the school year for the term of this agreement. The Duanesburg School District shall pay 70% of the cost of the SRO for the High School calculated as follows: 2024 Base salary of \$71,359.00 plus 38.92% fringe benefits for a total of \$99,131.92. 70% of that total is \$69,392.35, this amount will be used to invoice the district for the 4 months of services rendered from September – December 2024. The invoice which is due to the County by 1/31/2025 will be **\$27,756.94**. The 2<sup>nd</sup> invoice will be calculated as follows: 2025 base salary of \$72,965 plus fringe of 38.92% for a total of \$101,362.98. 70% of this total is \$70,954.09, which is used to invoice the district for the 6 months of services rendered, January – June 2025. This invoice, which is due by 7/31/2025, is **\$42,572.45**.

2. Also, there will be a 2<sup>nd</sup> Sheriff's Deputy (SRO) appointed to the Elementary School which will be fully funded by the County. This SRO will perform all operations outlined in this MOU and no reimbursement will be due to the County for this 2<sup>nd</sup> SRO position.

3. The County/ Sheriff will provide a police vehicle for use by the SRO serving at the school.

#### **DAY-TO-DAY OPERATIONS OF THE SRO:**

1. The SRO shall serve as an immediate resource to District officials, professional staff, and students, and in the roles of law enforcement officer, educator, and advisor shall perform duties including, but not limited to:
  - Maintaining a presence in the District and all school buildings, on and off campus, focused on creating a peaceful learning environment for students, faculty, staff, and visitors by proactively working to eliminate safety threats, school related crime and disorder, and by working to enhance the quality of life of members of the school community.
  - Responding immediately to ensure safety in times of crisis or conflicts and providing follow-up to proactively prevent future problems.
  - Communicating and collaborating with other law enforcement colleagues to identify and preemptively address potential issues, such as matters that occur outside the school environment that may impact the school, as well as to investigate potentially unlawful and unsafe activities

in close coordination with the respective building Principal or designee.

- Functioning as a resource to the school community, including staff, students and their families, for collaborative problem solving and the encouragement of information sharing to increase safety and security in the school and community.
  - Making presentations to students, faculty and staff, officials, parents and the community on violence prevention, substance abuse, social conflict, crime prevention, health and safety, conflict resolution, school safety and other related community policing issues.
1. The SRO shall not be expected or required to handle violations of the District's Code of Conduct, and shall not supplement, supplant, or circumvent the responsibilities of building administrators and others within the District responsible for enforcement of the Code of Conduct.
  2. The SRO shall take law enforcement action as required to protect the immediate safety of others or property. The SRO will need to make a conscious effort to decide the best time to act on/ and or address an issue so as not to interfere with school operations. Some things can wait so that school functions are not interrupted. Sound judgement needs to be demonstrated and as soon as practical, the SRO shall make the Principal or Superintendent of the school aware of such action. Also, at the Principal's or Superintendent's request, the SRO shall take the appropriate law enforcement action against intruders and unwanted visitors who may appear at the school or related functions, to the extent the SRO may do so under the authority of law.
  3. The SRO shall coordinate his/ her activities with the Principal or Superintendent and the SRO will seek advice, guidance, and authorization from the administration prior to enacting any program within the school.
  4. The SRO shall confer with the Sheriff regarding current police activities as deemed appropriate. The SRO is anticipated to work 40 hours per week and the scheduling of said hours can be made flexible at the discretion of the Superintendent and the Sheriff as is necessary to accommodate the need for the SRO to complete investigations or be present at school events occurring outside the regular work schedule.
  5. When appropriate and in consultation with the Sheriff, the SRO will keep the Superintendent informed of the nature of any investigation of any alleged or reported criminal activities involving students, employees, faculty or third parties that have allegedly occurred on school property or at outside school functions.
  6. The SRO shall maintain detailed and accurate records of their daily activities at the school.

#### **INTERVIEWS AND ARREST PROCEDURES:**

1. If the SRO plans to interview possible suspects or victims of crime pursuant to this Agreement, the SRO, to the extent practicable, will advise the Principal or his/her designee and work with the Principal and his/her designee to minimize disruption at the school, staff, and students. In the event that the SRO wishes to interview a student who is under the age of 17 the Principal or his/ her designee will make parental notification and seek parental consent for such interviews in accordance with policy as established in District regulations and applicable laws. Provided, however, that nothing herein is intended to prevent the SRO from interviewing a student, without parental notification or consent, in connection with a Child Protective Services (CPS) investigation of suspected child abuse or neglect or as requested by the Principal. The Principal or his/her designee may request to the SRO that he/ she be present during the interview of a student. The Principal or his/her designee will be present solely as an observer of the interview and not a

participant therein. In the event that the arrested student is a juvenile, the Principal will notify the parents or legal guardian pursuant to District policy and procedure. The District may also make notification as may be necessary under its own guidelines.

The SRO, in consultation with the District, may refer potential criminal arrests of students on school campuses to the Schenectady County Sheriff's office or the New York State Police, as determined by the Sheriff so that the appropriate agency/officer may make such arrests. The SRO should avoid making student arrests on school campus unless the immediate safety of students, staff or other persons on campus should require it. The SRO and/or police officer/trooper shall communicate with the District regarding any arrests made on school grounds and communicate with prosecuting agencies on behalf of the District regarding said arrests and any proposed and/or desired resolutions.

#### **ON-SITE DEPUTY SHERIFF/ SRO EMPLOYER:**

1. The SRO being an employee of the Schenectady County Sheriff's Office, shall consider the Schenectady County Sheriff as his/ her reporting primary reporting authority. However, in matters related to the Duaneburg School District, the SRO's duties, and all work functions, particularly as such relates to functions of the position, the SRO shall consider the Superintendent or his/ her designee, as his/ her reporting primary reporting authority. The Deputy Sheriff shall abide by the policies of the DCSD when they are not in conflict with the policy and procedures of the Schenectady County Sheriff's Office.

#### **TRAINING:**

1. Training and similar professional requirements of the Sheriff's Office may from time to time impact the availability and service of the SRO. The Sheriff or SRO shall notify the Superintendent and/ or School in advance of scheduled absences due to such professional requirements. Except in the case of extreme emergency, the SRO shall not be called to respond to any non-school related situation during the SRO's regular workday.
2. The Schenectady County Sheriff's Office will provide a substitute officer in the event that the designated SRO is assigned to training or prorate the cost of the SRO for the time out unless the training is something that would positively impact the school environment or the mission of the SRO program or is designated as agency mandated training. Upon notification of trainings to the Superintendent, the subject matter should be noted to determine and confirm if the training falls into either of the above noted categories.

#### **DUANESBURG CENTRAL SCHOOL DISTRICT:**

1. The DCSD agrees to:
  - Notify the SRO of any crime (Misdemeanor or Felony) that has been committed on school property or of any information that a crime may be committed on school property for which the DCSD may be or is seeking criminal prosecution as soon as possible, and to cooperate with any investigation, if necessary.
  - Notify the SRO of any searches on school grounds for which the DCSD may be or is seeking criminal prosecution.
  - Coordinate regular meetings with the school administration and the SRO and the County Sheriff so as to maintain open lines of communication.
  - Notify the SRO of any student or employee who has been barred from school grounds and buildings.

- Allow the SRO access to all school functions as long as the SRO's presence does not interrupt the educational process.

#### **EXECUTION IN COUNTERPARTS:**

1. To allow the Parties to complete their formal agreement as expeditiously as possible, this Agreement may be signed in counterparts which, taken together, will constitute a single agreement and either Party may accept from the other a telephonic or electronic facsimile, the signature on which will be deemed an original signature.

#### **INDEMNIFICATION:**

1. Each Party shall defend and indemnify the other Party and its officers, employees and agents, and shall hold it and them harmless, against any liability or loss, including attorneys' fees, expenses and costs sustained or incurred in connection with any claim, suit, action or proceeding arising out of any willful or negligent act or omission of the indemnifying Party or its officers, employees or agents in the performance of its obligations under this Agreement.

#### **GOVERNING LAW AND VENUE:**

1. The law of the State of New York shall govern all questions concerning the construction, validity and interpretation of this Agreement and the performance of the obligations imposed by this Agreement. Venue of any legal action shall be Schenectady County, New York, and action must be commenced in the Schenectady County Court.

#### **MODIFICATION:**

1. This Agreement constitutes the complete understanding of the parties. No modification of any provisions thereof shall be valid unless in writing signed by both parties.

#### **ADDRESS FOR NOTICES:**

1. Any notice or other communication required or contemplated under this Agreement to be given by one Party to the other in writing shall be delivered personally or sent by First Class mail, postage pre-paid or sent by email using the contact and address information listed below:

##### **IF TO THE SHERIFF:**

Dominic A. Dagostino - Sheriff  
Office of the Schenectady County Sheriff  
320 Veeder Avenue  
Schenectady, NY 12307  
dominic.dagostino@  
Schenectadycountyny.gov

##### **IF TO THE COUNTY:**

Rory Fluman  
Schenectady County Manager  
620 State Street  
Schenectady, NY 12305  
rory.fluman@schenectadycountyny.gov

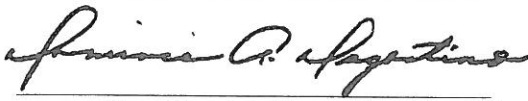
##### **IF TO THE DISTRICT:**

Kim Ross - Superintendent  
Duanesburg Central School District  
133 School Road  
Delanson, NY 12053  
kross@duanesburg.org

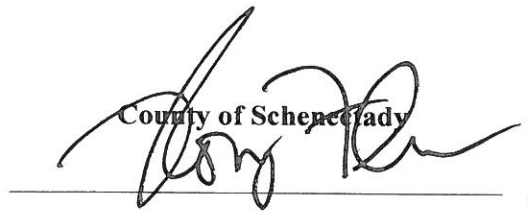
Any notice delivered personally shall be deemed to have been given and received on the business day next following the day of delivery. Any notice sent by US Mail shall be deemed to have been given and received on the fifth day following the day it is placed in the mail. Any notice sent by electronic transmission shall be deemed to have been given and received on the day of sending, provided that no notice that it cannot be delivered is received by the sender within 24 hours following its sending.

**Wherefore** the Parties hereto have hereunto set their hands on the date set forth following each signature.

**Schenectady County Sheriff's Office**

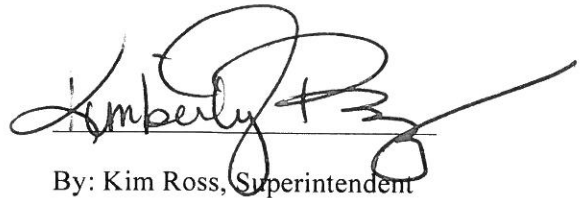


By: Dominic Dagostino, Sheriff



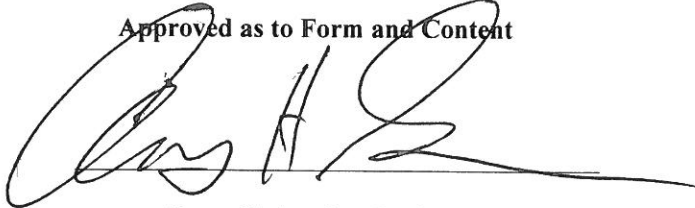
By: Rory Fluman, County Manager

**Duanesburg Central School District**



By: Kim Ross, Superintendent

**Approved as to Form and Content**



By: Christopher Gardner, County Attorney