

**INTERMUNICIPAL AGREEMENT BETWEEN
THE LEROY CENTRAL SCHOOL DISTRICT,
AND THE VILLAGE OF LEROY**

This Agreement is made this 15th day of December, 2025, between the Le Roy Central School District, a municipal corporation of the State of New York with its principal address at 2-6 Trigon Park, Le Roy, NY (hereinafter referred to as the District) and the Village of Le Roy, a municipal corporation of the State of New York with its principal offices at 3 West Main Street, Le Roy, NY (hereinafter referred to as the Village).

WHEREAS, the District geographically encompasses all of the Village, most of the Town of Le Roy (hereinafter referred to as the Town), and more; and

WHEREAS, part of the District's educational and athletic facilities are located within the Village and part are located in the Town outside the Village; and

WHEREAS, the Village has established and now maintains a police department that exercises jurisdiction in the Village and Town; and

WHEREAS, the Village Police Department provided law enforcement and community relations services to the District for several years with positive results which all parties wish to retain, encourage, and build upon; and

WHEREAS, the District desires to maintain the position of a School Resource Officer (hereinafter referred to as the "SRO") who is to be a police officer as that term is defined by New York State statutes whose job duties and responsibilities are outlined in the Job Description attached hereto as Exhibit A; and

WHEREAS, the District desires that this position be filled by part-time police officers assigned from the Village of Le Roy Police Department upon the agreement of the District Superintendent; and

WHEREAS, the District shall be solely responsible for the School Resource Officer;

NOW THEREFORE, pursuant to the authority granted to the parties by the General Municipal Law of the State of New York, Section 119-N, the Le Roy Central School District and the Village of Le Roy do mutually agree and contract as follows:

1. The District Superintendent shall appoint, subject to the confirmation by the District Board of Education, a person(s) to the position of SRO who shall be nominated to the District Superintendent by the Chief of Police of the Village of Le Roy Police Department. At the time of his or her nomination, such person shall be a member in good standing of said Police Department.
2. The term of office for such appointment shall be from September 1, 2025 until June 30, 2026, and he or she will be expected to be on duty at school facilities while school is in session. However, all parties acknowledge that the duties of the SRO may require him or her to be off campus from time to time.

During periods when school is not in session, the District Superintendent and the Chief of Police shall mutually agree on the time the SRO shall spend on school-related activities and Village Police Department duties.

3. The Chief of Police may reassign the SRO to regular or emergency police duties in emergency situations, in which case the Village shall notify the District Superintendent as soon as the emergency situation permits.

4. The SRO shall remain a member and employee of the Le Roy Police Department. The Village will pay the cost, and the District will reimburse it quarterly. To facilitate payment, the district will receive invoices detailing the specific amounts due for such items. The District will reimburse the Village an amount not to exceed of \$178,886 for the services of 2.0 SROs (10 months) for the 2025-26 school year.

5. If the District Superintendent or his or her representative requests the SRO to work overtime for any reason, the Officer shall be paid by the Village in accordance with state and federal laws and regulations for such overtime, and the District shall reimburse the Village for the full expense of such overtime pay. The per-hour rate will be billed back to the District not to exceed the overtime rate as stated in the Le Roy Police Department Collective Bargaining Agreement.

6. The SRO will not be allowed to take any vacation to which he or she may be entitled while school is in session.

7. The SRO shall attend such relevant training sessions as may be required by both the District Board of Education and the Village Board of Trustees.

8. The Village agrees that services rendered under this Agreement will be in compliance with applicable federal, state, or local laws, rules, regulations, including but not limited to, the New York State Education Law, applicable regulations of the Commissioner of Education, and formal guidance of the New York State Education Department.

9. The Village acknowledges that it and any assigned SRO must comply with the Family Educational Rights and Privacy Act (FERPA), Education Law Section 2-d, it's implementing regulations (Exhibit "B" to this Agreement), fingerprinting clearance, and other laws, rules and regulations applicable to the services provided.

10. The SRO shall be furnished with a securable office at the Wolcott Street School and Jr/Sr High School facilities, including a desk, chair, lockable file cabinet, telephone, hand-held radio and computer, all furnished by the District. The District will not provide the officer with an automobile but will reimburse the Officer for mileage put on the Officer's private vehicle in connection with the Officer's employment, but not including commuting to and from work and home. The mileage shall be reimbursed at the standard rate as established by the IRS.

11. The District's administration is responsible for investigating possible infractions of the Code of Conduct and imposing discipline thereunder. While the SRO may act as a

resource to a school administrator during an investigation, the SRO may not directly question students or assign discipline.

12. School officials may conduct searches of students' property and persons as permitted by New York State Law. The SRO should not become involved in administrative searches unless specifically requested by the school to provide security, protection, or for handling of contraband. Administrative searches must be at the direction and control of the school principal. At no time shall the SRO request that an administrative search be conducted for law enforcement purposes or have school staff act as his/her agent.

13. In the event that a matter involves a criminal investigation within the school, the SRO must follow normal police procedures with respect to the questioning of students at school, including notification of parents. This includes following the Le Roy Police Department protocols for using a body camera in Wolcott Street and Jr/Sr High Schools. If the SRO turns on their body camera in either school, the SRO will notify the District Superintendent and Chief of Police following the incident/investigation.

The principal shall be notified as soon as practical of any significant enforcement events. The SRO should coordinate activities so that action between the agencies is cooperative and in the school's best interests and public safety. As appropriate, the SRO will keep the principal advised of investigations that involve students at his/her assigned school.

The SRO shall not detain or question students about their (or their family's) immigration status, seek access to, or redisclose a student's educational records for the purpose of determining or reporting the same.

14. If a school principal is of the opinion that the SRO is not performing his or her duties and responsibilities effectively, the principal shall recommend to the District Superintendent that the Officer be removed from this position. The recommendation and the reasons for it must be made in writing. Within a reasonable time after receiving the principal's recommendation, the District Superintendent shall meet with the SRO to discuss the recommendation and make a final determination. If the District Superintendent determines that the School Resource Officer should be removed, he will immediately notify the Chief of Police and the SRO shall be returned to the Village Police Department.

If applicable, all of the SRO's rights under the Village's contract with the police union shall be available to the officer and shall apply to the procedure of the situation.

15. In the event of the SRO's resignation, dismissal, or reassignment or of a long-term, excused absence (longer than one month), the Chief of Police shall nominate to the District Superintendent a temporary replacement officer and, if necessary, a permanent replacement officer will be nominated as soon as practicable.

16. The Village shall indemnify and hold harmless the District from and against any and all losses, damages, judgments, claims, causes of action, costs, expenses, and other liabilities (collectively, "Liabilities") to the extent such Liabilities arise from the acts or

omissions of, or those reasonably assumed by the Village, its officers, employees, agents, and representatives.

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17. This Agreement may be modified only in writing in a Modification Agreement signed by all parties.

18. This Agreement may be terminated at any time by any of the parties to it upon the giving of ninety (90) days written notice to all other parties of the intent to terminate due to the failure of any of the parties to substantially perform in accordance with the terms and conditions hereof. The contract may also be terminated by any party without cause upon the giving of one hundred eighty (180) days written notice to all other parties of the intent to terminate. In the event of termination, compensation for the School Resource Officer shall be paid by the District until the date of termination.

19. This Agreement may not be assigned by either party.

20. This Agreement shall be interpreted pursuant to the laws of the State of New York, without regard to New York's conflict of laws provision.

Dated:

Le Roy Central School District

Dated:

The Village of Le Roy

By: 
Merritt Holly, Superintendent

By: 
Greg Rogers, Mayor