

COUNTY OF SUFFOLK  
NEW YORK



POLICE DEPARTMENT

GERALDINE HART  
POLICE COMMISSIONER

**Memorandum of Understanding**

**1. Parties:**

- a. This Memorandum of Understanding is entered into by and between the Cold Spring Harbor School District (School District); and the Suffolk County Police Department (SCPD) for the placement of School Resource Officers (SROs) within the School District.

**2. Authority:**

- a. Education Law §2801-a, which requires schools to define the roles and responsibilities of school personnel, security personnel, and law enforcement officers that are deployed in schools.

**3. Purpose:**

- a. The SCPD and School District, in order to ensure a successful SRO program, will build a positive relationship between law enforcement, students, and school employees.
- b. The goal of the SRO program is to promote a safe school environment, reduce crime, and provide a law enforcement resource to school administrators, teachers and students.
- c. The purpose of this Agreement is to provide clarity and understanding regarding the roles and responsibilities of SROs.

**4. Independent Entities:**

- a. SROs shall be employees of the SCPD and shall be subject to the administration, supervision and control of the SCPD. SROs shall not be employees of the School District. School District and SCPD acknowledge that the SROs shall remain responsive to the chain of command of the SCPD.
- b. Neither the SCPD nor the School District shall be an agent of other. Neither the SCPD nor the School District shall have the authority to bind the other absent express, written consent to do so.
- c. SCPD shall be responsible for the payment of SROs' salaries and benefits. SROs shall be subject to all other practices and policies of the SCPD, except as such practices or policies are modified to comply with the terms and conditions of this Agreement.
- d. In their capacity as employee of SCPD, SROs shall abide by School District policies applicable to police, visitors and contractors.

**5. Overall Roles and Responsibilities of the SRO:**

- a. Perform duties, responsibilities of duly sworn SCPD Officer.
- b. Forge & maintain effective relationships with students, faculty, staff & administration.
- c. Assist school leaders in planning/execution of school safety drills including fire, lockdown, lockout and reunification. Understand School District's Code of Conduct and assist school personnel in observing/reporting infractions.

- d. Plan/assist with emergency response for various circumstances.
- e. Assist school officials when matters involving law enforcement officers are required.
- f. Observe/evaluate potential threats to safety of student body.
- g. Serve as visible deterrent to illegal/dangerous activity.
- h. Handle requests for service in/around school, follow up on reports generated at School District, and engage parents/community as needed.
- i. Conduct safety and security assessments.
- j. Assist in the development of emergency management and incident response systems including mitigation/prevention, preparedness, response, and recovery.
- k. Integrate appropriate security equipment/technology.
- l. Respond to unauthorized persons on School District property.
- m. Serve as a member of School District's Threat Assessment Team.
- n. Serve as a member of School District's District-wide and/or Building Safety Committee(s).
- o. Communicate regularly with School District security.

#### **6. SRO Selection:**

- a. The SRO position will be filled according to the SCPD selection process. The SCPD will make the final selection of any SRO.
- b. The parties shall use a collaborative process in the assignment of the SROs. The Precinct or Bureau Commander shall assign SROs in collaboration with the Superintendent of Schools or designee in accordance with the following guidelines:
  - 1. The SCPD will provide the School District with relevant operational information, such as timely notification of SRO leaves and absences, SRO scheduling and availability.
  - 2. The School District shall provide SCPD with relevant operational information such as hours of operation, facilities and personnel issues.
  - 3. SROs will be assigned to the School District with the intent of providing qualified SCPD officers who have the job knowledge, experience, training, education, appearance, attitude, communication skills and bearing necessary to perform the unique role of an SRO.
  - 4. In the event the Superintendent or designee believes that an SRO is not effectively performing his/her duties and responsibilities, the Superintendent or his/her designee shall apprise the Precinct or Bureau Commander of the School District's concerns. The Superintendent or designee Precinct or Bureau Commander shall act in good faith to mutually resolve the School District's concerns. In the event the parties are unable to resolve the dispute, the School District may immediately terminate this agreement.
  - 5. In the event the Superintendent or designee or the SCPD receives information that an SRO has been arrested, charged with a crime or accused of sexual abuse, child abuse, corporal punishment, sexual harassment, or a violation of project SAVE, the SRO shall be removed by SCPD pending an investigation. The Superintendent or designee Precinct or Bureau Commander shall act in good faith to mutually resolve the School District's concerns.
  - 6. In the event of the resignation, dismissal, reassignment or other long term and/or permanent absence of an SRO, the SCPD shall provide a replacement SRO within a reasonable time after receiving notice of such resignation, dismissal, reassignment or other long term and/or permanent absence.

- c. SROs shall complete the SCPD School Resource Officer Training Course prior to assignment in the School District. If no SROs are available who have completed the SRO Training Course, the School District and SCPD may mutually agree to the assignment of an SRO who is enrolled in the course and who has received mutually agreeable in-service training.
- d. SROs shall receive in-service training when offered by the School District within the hours of SRO service on following topics: education of students identified as requiring special education or plans under Section 504 of the Rehabilitation Act (Section 504); Dignity for all Students Act, race, national origin, ethnic, and gender bias against students which may include a component that provides historical context; trauma management in youth; and de-escalation tactics for working with youth.
- e. The SRO shall receive training from SCPD in sexual harassment that complies with State law.
- f. The School District may require the SRO to participate in additional training at the sole expense of the School District, within the assigned hours of the SRO to the School District.

## **7. Operation of SRO Program:**

### **7.1 SRO Supervision:**

The police department will have sole responsibility and authority over the day to day operation and administrative control of the SRO assigned to the School District.

### **7.2 SRO Transportation of Students:**

SROs shall not transport students in Police Department vehicles except as necessary to perform the duties and responsibilities of a SCPD Officer. SRO shall notify the Superintendent of Schools prior to transporting any student and comply with School District Policy/Regulations with respect to the transportation of students unless such notification will impair the performance of duties and responsibilities of a SCPD Officer or endanger the health, safety and welfare of the student or others.

### **7.3 SRO Questioning of Students:**

- a. In accordance with District Policy/Regulation, SROs may question students about matters within the scope of their duties as an SRO provided that an SRO shall not question students with respect to:
  - i. Immigration status;
  - ii. Matters predicated upon a student's perceived race, nationality, color, or native language; and/or
  - iii. Matters unrelated to the School District such as crimes or suspected criminal activity occurring off school grounds and away from school activities;
- b. Prior to commencing service, SROs shall meet with the Superintendent or designee and review School District Policy/Regulation with respect to police involvement in searches or interrogations of students. SROs shall abide by such School District Policy/Regulations when questioning a student about criminal or suspected criminal activity.
- c. If an SRO is involved in the questioning of a student on school premises, whether or not at the request of school authorities, it will be in accordance with applicable law and due process rights afforded students.
- d. SROs shall consult with the Superintendent of Schools or designee should there be any question with respect to the role of the SRO and permissible questioning within the scope of School District Policy/Regulation.

#### 7.4 SROs Role in Student Discipline:

- a. The School District shall be responsible for student Code of Conduct violations and routine disciplinary violations. The SRO shall read and understand the student code of conduct for the School District. The SRO shall have no responsibility for student discipline. All student disciplinary matters must be referred to the Building Principal or Superintendent of Schools or his/her designee.
- b. SROs may, upon witnessing a criminal offense, take the student into custody provided that, to the fullest extent practicable, in instances not requiring immediate arrest or other immediate action, SROs shall consult with the Superintendent of Schools or designee prior to making any arrest on school grounds or within the scope of his/her duties as an SRO. The School District bears the sole responsibility for enforcing the code of conduct and School District policies.
- c. SRO should use a physical restraint or a physical restraint device (e.g. handcuffs or flex cuffs) only in a case that requires the physical arrest of a student for referral to the criminal justice system, or where necessary to prevent a student from endangering the health, safety and welfare of him or herself or others.

#### 7.5 SRO Uniforms:

SROs will be full-time and will wear their SCPD assigned uniform during their school schedule, which schedule will be mutually agreed upon in consultation with school officials.

#### 7.6 SRO Weapons:

SROs shall wear their on-duty weapon issued by the SCPD while serving as an SRO.

### 8. Community Engagement:

All stake holders/parties involved in the SRO program will continually work on building and expanding existing community partnerships that help support the mission of safe schools. These community partnerships will provide resources that can help students get necessary support.

### 9. Records and Information:

- a. It is the understanding of both the School District and SCPD that confidentiality and a student's right to privacy are of the utmost importance in the administration of these services. Therefore, student records shall be kept confidential in accordance with all applicable laws and professional standards. The mandate to keep student records confidential includes but is not limited to the requirement that the SRO may not disclose any information obtained from a student record to any other party without the prior consent of the parent or eligible student, unless otherwise permissible under applicable law. The SRO shall maintain a record of the disclosure of any information obtained from a student record to any other party, including but not limited to, the SCPD or other law enforcement agency or officer; and shall provide such record to the School District on a monthly basis.
- b. The School District and SCPD shall abide by the Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. §1232g with respect to the release of student identifiable information. The School District shall provide SCPD with a copy of its Student Records Policy and any other policy or regulation applicable to the release of student identifiable information. In accordance with FERPA, the School District shall determine whether SROs are deemed "school officials" under the School District Policy and the limits of SRO ability to receive, disclose and share student identifiable information. The School District shall determine what constitutes "directory information" under FERPA and ensure any disclosure of directory information complies with FERPA.
- c. The SRO shall maintain detailed and accurate records in his or her role at any school at which he or she is assigned and shall submit reports to the School District as required by the principal of the

school or other District administration, including, at a minimum, monthly reports of interactions that occur between SROs and students including, (i) the name of the student (if known); (ii) the age and/or grade of the student (if known); (iii) what prompted the interaction; and (iv) the substance of the interaction. Records created and maintained by SROs for law enforcement purposes shall not constitute School District records and may be disclosed to SCPD and other law enforcement officials.

#### **10. Expenses:**

There is no cost to the School District for stationing a SCPD SRO in their District.

#### **11. Indemnification:**

- a. School District agrees to defend, indemnify, and hold harmless SCPD, including its officers, 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 services performed pursuant to this Agreement, which SCPD, or its officials, employees or agents, may suffer by reason of any negligence, fault, act, or omission of the School District, its officials, employees, representatives, subcontractors, assignees, or agents.
- b. School District shall cause the School District's officers, employees, and agents to cooperate with the SCPD in connection with the investigation, defense or prosecution of any action, suit or proceeding, related to the subject matter of this Agreement.
- c. SCPD agrees to defend, indemnify, and hold harmless School District, including its officers, 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 services performed pursuant to this Agreement, which School District, or its officials, employees or agents, may suffer by reason of any negligence, fault, act, or omission of the SCPD, its officials, employees, representatives, subcontractors, assignees, or agents.
- d. The SCPD shall cause the SCPD's officers, employees, and agents to, cooperate with the School District in connection with the investigation, defense or prosecution of any action, suit or proceeding, related to the subject matter of this Agreement.
- e. The provisions of this Section shall survive the termination and/or expiration of this Agreement.

#### **12. Insurance:**

- a. SCPD is self-insured, at its sole expense, for comprehensive general liability coverage, with coverage for sexual harassment, sexual misconduct, discrimination, wrongful discipline, wrongful termination, against any claim for liability, personal injury, or death arising directly or indirectly from this Agreement or the performance of its officers or employees in an amount equal to \$1,000,000 per occurrence and \$3,000,000 per aggregate.
- b. SCPD is self-insured, at its sole expense, for statutory Workers' Compensation coverage and employee vehicle use against any claim for liability, personal injury, or death arising directly or indirectly from this Agreement or the performance of its officers or employees.
- c. The District shall maintain insurance or be self-insured, at its sole expense, for comprehensive general liability coverage, with coverage for sexual harassment, sexual misconduct, discrimination, wrongful discipline, wrongful termination, against any claim for liability, personal injury, or death arising directly or indirectly from this Agreement or the performance of its officers or employees in an amount equal to \$1,000,000 per occurrence and \$3,000,000 per aggregate.
- d. The District shall maintain insurance or be self-insured, at its sole expense, for statutory Workers' Compensation coverage and employee vehicle use against any claim for liability, personal injury, or death arising directly or indirectly from this Agreement or the performance of its officers or employees.

### **13. Assignment; Amendment; Subcontracting:**

This Agreement and the rights and obligations hereunder may not be in whole or part: (i) assigned, transferred or disposed of; (ii) amended; (iii) waived; or (iv) subcontracted, without the prior written consent of all parties, and any purported assignment, other disposal or modification without such prior written consent shall be null and void.

### **14. Waiver:**

The failure of a party hereunder to assert any of its rights under this Agreement, including the right to demand strict performance, shall not constitute a waiver of such rights.

### **15. Termination:**

The MOU may be terminated without cause by either party upon thirty (30) days prior written notice.

### **16. Consent to Jurisdiction and Venue; Governing Law:**

Unless otherwise specified in this Agreement or required by Law, all claims or actions with respect to this Agreement shall be resolved exclusively by a court of competent jurisdiction located in Suffolk County, New York, and the parties expressly waive any objections to the same on any grounds, including venue and *forum non conveniens*. This Agreement is intended as a contract under, and shall be governed and construed in accordance with, the Laws of New York State, without regard to the conflict of law provisions thereof.

### **17. Notices:**

- a. Any notice, request, demand or other communication required to be given or made in connection with this Agreement shall be: (a) in writing; (b) delivered or sent (i) by hand delivery, evidenced by a signed, dated receipt, (ii) postage prepaid via certified mail, return receipt requested, or (iii) overnight delivery via a nationally recognized courier service.
- b. Any notice to the SCPD shall be sent to:
- c. Any notice to the School District shall be sent to the attention of the Superintendent of Schools at the address specified on the School District website for administrative offices.
- d. Notice deemed given or made on the date the delivery receipt was signed by an authorized representative of the party or date indicated in any tracking mechanism as delivered.

### **18. All Legal Provisions Deemed Included; Severability; Supremacy:**

- a. In the event that any provision of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. Unless the application of this clause will cause a provision required by Law to be excluded from this Agreement, in the event of an actual conflict between the terms set forth above the signature page to this Agreement and those contained in any schedule, exhibit, appendix, or attachment to this Agreement, the terms and conditions set forth above the signature page shall control. To the extent possible, all the terms of this Agreement should be read together as not conflicting.

### **19. Section and Other Headings:**

The section and other headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

**20. Entire Agreement:**

This Agreement represents the full and entire understanding and agreement between the parties hereto with regard to the subject matter hereof and supersedes all prior agreements (whether written or oral) of the parties relating to the subject matter of this Agreement.

**21. Modifications:**

This Agreement may not be changed orally, but only by an Agreement, in writing, signed by authorized representatives of both parties.

**22. Executory Clause:**

Notwithstanding any other provision of this Agreement, the SCPD and the School District shall have no obligations under this Agreement (including any extension or other modification of this Agreement) to any person unless: (i) all relevant and required SCPD and School District approvals have been obtained, including, if required, approval by the Board of Trustees, and Board of Education; and (ii) this Agreement has been executed by the Police Commissioner and President of the Board of Education.

**23. Annual Review and Revision:**

The term of this MOU shall be one year, commencing on the 1<sup>st</sup> day of July, 2019 and ending June 30, 2020. The SCPD and the School District should review this agreement on an annual basis.

DATE: February 11, 2020

FOR THE SCHOOL DISTRICT:

FOR THE COUNTY:



\_\_\_\_\_  
Anthony Paolano  
Board President,  
Cold Spring Harbor CSD

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Geraldine Hart  
Police Commissioner