

COUNTY OF SUFFOLK
NEW YORK

POLICE DEPARTMENT

POLICE COMMISSIONER

Memorandum of Understanding

1. Parties:

This Memorandum of Understanding is entered into by and between the Half Hollow Hills Central 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:

This Memorandum of Understanding (MOU) is adopted pursuant to N.Y. EDUC. LAW § 2801-a (as amended by 2019 Sess. Law News of N.Y. Ch. 59 (1509-C) (2019)), 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 purpose of the Program is to ensure a safe school environment; provide a clear protocol for school officials when responding to non-emergency situations in schools; foster positive interactions between and among students, school officials, and law enforcement; empower educators to respond to conflict in their school; reflect a shared commitment to the philosophy of de-escalation; and support a positive educational and social-emotional climate at the public schools of the School District.
- c) The purpose of this MOU is to provide clarity and understanding regarding the roles and responsibilities of SROs and to create an MOU that ensures the rights of students per NY Law and the School District's Code of Conduct.

4. Definitions:

- a) "Arrest" means placing a person in police custody, with or without the use of handcuffs or other mechanical restraints.
- b) "Code of Conduct" means the document the board of education of the School District developed, adopts, enforces, and amends, where appropriate, for the maintenance of order on school property, including a school function, which shall govern the conduct of students, teachers, other school personnel, and visitors. The Code of Conduct contains the School District's behavioral and discipline policies required by New York law and is shared with students and parents. N.Y. EDU. Law § 2801 (2012)
- c) "Federal Immigration Authorities" or "Federal Immigration Enforcement Agency" means any officer, employee, or person otherwise paid by or acting as an agent of the United States Immigration and Customs Enforcement ("ICE"), Homeland Security Investigations ("HSI"), Customs and Border Protection ("CBP"), or United States Department of

Homeland Security "DHS"), or any division thereof, who is charged with immigration law enforcement.

- d) "Parent" means a person in parental relation to the student such as: parents, legal guardian, or other person legally responsible for a student under New York law. N.Y. EDUC. Law 2 (2005); N.Y.GEN. OBLIG. LAW § 5-1551 (2018).
- e) "School official" means any employee of the School District, school board member or New York State Education Department, or any individual school.
- f) "School property" means in or within any building, structure, athletic playing field, playground, parking lot, or land contained within the real property boundary line of the public school in the School District. "School property" also means in or on a school bus, whether owned and operated by the School District or by carrier that the School District contracts with for the transportation of its students.
- g) "School Resource Officer" means sworn enforcement officers assigned to schools employed by SCPD who are assigned on a full or part-time basis to work in a School District public school.
- h) "Student" refers to a person enrolled in a School District public school or program.
- i) "Physical Force" and "Use of Force" refers to the amount of effort required by police to compel compliance by an unwilling subject. 'Force' is generally defined along a continuum, from mere restraint to deadly physical force.

5. 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 the 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 Memorandum of Understanding.
- d) In their capacity as an employee of SCPD, an SRO shall abide by School District policies applicable to police, visitors and contractors.

6. Overall Roles and Responsibilities of the SRO:

- a) Provide programs and initiatives to address negative trends which impact youth i.e. drugs, gangs, truancy, etc. (See the SCPD's Community Relations Bureau landing page for specific programs and initiatives at <https://scpdcrb.suffolkcountyny.gov/>)
- b) Perform duties and responsibilities of duly sworn SCPD Officer.
- c) Forge & maintain effective relationships with students, faculty, staff & administration.
- d) Assist school leaders in planning/execution of school safety drills including fire, lockdown, lockout and reunification in coordination with needs of the School District. Understand School District's Code of Conduct and assist school personnel in observing/reporting infractions.
- e) Plan/assist the School District with emergency response for various circumstances.
- f) Assist school officials when matters involving law enforcement officers are required.
- g) Observe/evaluate potential threats to the safety of the student body.
- h) Serve as a visible deterrent to illegal/dangerous activity.
- i) Handle requests for service in/around school, follow up on reports generated at School District, and engage parents/community as requested by school personnel or otherwise required.
- j) Assist in the development of emergency management and incident response systems including mitigation/prevention, preparedness, response, and recovery.
- k) Respond to unauthorized persons on School District property.
- l) Serve as a member of the School District's Threat Assessment Team.
- m) Serve as a member of the School District's District-wide and/or Building Safety Committee(s).
- n) Communicate regularly with School District security and Central Office Administrators.

7. SRO Selection:

- a) The SRO position will be filled according to the SCPD selection process. The SCPD will make the final selection of all SROs.

- b) The parties shall use a collaborative process in the assignment of SROs. Precinct and 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 notify the Precinct or Bureau Commander of the School District's concerns. The 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.
 6. In the event of the resignation, dismissal, reassignment or other long term and/or permanent absence of an SRO, the SCPD shall make every effort to provide a replacement SRO within a reasonable time.
- c) SROs shall complete the SCPD SRO 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 will enroll in the next scheduled 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 (DASA), 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 New York State law.
- f) Prior to placement in a new school, SROs shall meet with the Superintendent of Schools and the highest-ranking public safety staff, if any, currently assigned to the school to discuss their respective roles, the school culture, and any other useful information. Thereafter, the Superintendent of Schools or his/her designee shall maintain regular communication with the SCPD and SROs about SRO assignment and physical placement in school buildings.
- g) The Superintendent of Schools or his/her designee shall have the final say in determining how, where, and when SROs are deployed in the building.
- h) The Superintendent shall ensure that the SRO is introduced to teacher, parent, and student representatives at least once per school year to discuss the SRO program and communicate the roles and responsibilities of SROs within the school district. (See Section 11)
- i) 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 in the School District.

8. School Resource Officer Training

- Intro and Orientation
- Key Elements of the SRO Program
- SAVE and the SRO
- Zero Tolerance and Confidentiality
- Presentation Exercise
- Community Policing-TRIAD
- Initiating, Implementing and Promoting the SRO Program
- Presentation Skills and Lesson Planning
- SRO in the Classroom
- School Security and Surveys
- Special Education
- SRO as an Advisor and Communication Skills
- Record Keeping and Activity Reports
- Emergency Response and Incident Command
- Legal Issues
- School Administration Presentation
- Student Presentations
- Community Involvement

9. Operation of SRO Program:

a) SRO Supervision:

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

b) 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.

c) SRO Inquiry With and Questioning of Students:

1. In accordance with District Policy/Regulation, SROs may inquire with students about matters within the scope of their duties as an SRO, provided that an SRO shall neither inquire with nor question students about:
 - i. Immigration status;
 - ii. Matters predicated upon a student's perceived race, nationality, color, religion, sexual orientation, gender identity 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;
2. 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 Policies and Regulations when questioning a student about in-school criminal or suspected criminal activity.
3. 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 all applicable laws and due process rights.
4. 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.
5. SROs shall not ask school officials to question a student for them in an effort to circumvent due process rights. Under no circumstance may the Superintendent or his/her designee compel or coerce a student to submit to questioning by SROs.

6. When communicating with students, parents or guardians the SRO and the School District shall ensure appropriate language access services are provided when necessary.
7. Pursuant to the Family Educational Rights and Privacy Act ("FERPA"), student education records shall not be released to law enforcement absent a court order or applicable statutory exception. 20 U.S.C. § 1232g(b)(1) (2013).
8. Students, parents, administrators, and school personnel who believe that any SRO has engaged in misconduct may file a complaint with the SCPD Internal Affairs Bureau. Internal Affairs will notify the Superintendent of Schools when such complaints are filed.

10. 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 Superintendent of Schools or his/her designee.
- b) School officials may not request the intervention of SROs when responding to normative child and adolescent behaviors, or when a child engages in minor Code of Conduct violations such as:
 1. disorderly behavior;
 2. behaving in a rude or disruptive manner;
 3. making excessive noise;
 4. hanging out in school hallways or bathrooms;
 5. violating the dress code or uniform policy;
 6. failing or refusing to provide identification upon request;
 7. profane, obscene, vulgar, or lewd language, gestures, or behavior;
 8. use of racial or other slurs;
 9. bullying, verbal abuse,
 10. defying school officials or SROs,
 11. cutting class, tardiness, and unexcused absence;
 12. leaving school without permission;
 13. possession or use of items under the Code of Conduct that do not violate the law. (e.g., cell phones).
- c) 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 his/her 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.

- d) Physical force should never be used against students except in those circumstances where there is an immediate danger of physical injury to the student or another. SROs should only use a physical restraint or a physical restraint device (e.g. handcuffs or flex cuffs) when a student is being arrested and charged with an offense, or is being detained pursuant to the Mental Hygiene Law.
- e) When SROs arrest a student, school officials shall immediately contact the student's parent.
- f) In situations where a warrant directs that an arrest of a student be carried out at school, the execution of the warrant shall be coordinated between the Superintendent of Schools or his/her designee, SCPD and SROs. All parties shall make every effort to respect students' privacy rights, and absent emergency circumstances, the warrant shall not be executed in a public location such as a classroom, hallway, or cafeteria in order to minimize disruption and exposure to other students.
- g) For children with disabilities, the principal/designee, in collaboration with the special education team at the school, shall develop an agreed upon response when a child's behavior manifests their disability. Whenever they have knowledge of a student's disabilities and accommodations, SROs shall consider the student's disabilities in interactions with the student.

11. SRO Uniforms and Weapons:

SROs will wear the duty uniform designated by the SCPD and carry equipment as directed by the SCPD, to include their service weapon.

12. Community, Staff, and Student Engagement:

- a) All stakeholders/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.
- b) School districts will engage with appropriate stakeholder/parties including but not limited to: administration, teachers, students, parents, and community leaders regarding the SRO Memorandum of Understanding (MOU).
- c) The SRO MOU will be posted on the school district's website and included as part of the school's safety plan as required by N.Y.EDUC. LAW § 2801-a (as amended by 2019 Sess. Law News of N.Y.Ch.59 (1509-C) (2019)).
- d) The SRO program will undergo an annual analysis by each school district via meetings between the following parties: the district's Superintendent, the SRO unit commander, SROs assigned within the school district. Additional stakeholders, including but not limited

to school district faculty, staff, community leaders, students and their families, may participate in yearly reviews at the discretion of the districts.

- e) SROs shall be introduced to staff and the student body at the commencement of each school year.

13. 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 Superintendent of Schools or his/her designee. 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.
- d) SROs shall not enter into agreements to share student information outlined in 12.IV with Federal Immigration Authorities except as required by law.
- e) Both the District and the SCPD shall provide the public with the following information by posting the information on the agencies' websites, updated on an annual basis unless stated otherwise:
 - 1. The SRO program MOU;
 - 2. Training materials for SROs;
 - 3. Number of SROs assigned in a District;

14. Implementation of MOU

- a) Within 30 days of the execution of this MOU, the Superintendent of Schools shall ensure that this MOU is distributed to all District teachers, administrators, and other staff via the School District's website.
- b) Within 30 days of the execution of this MOU, the Community Relations Bureau of the SCPD shall ensure that it is distributed to all of its SROs according to their school assignments, and that a briefing about its provisions and their responsibilities under it has been provided.
- c) The Superintendent of Schools shall translate the MOU in all commonly used languages of the students and families of the district; the Superintendent of Schools will ensure these versions are posted to the District's website and available for access.

15. Expenses:

There is no cost to the School District for stationing a SCPD SRO in their School District. If a School District requires additional training for their SRO, the cost of that training will be borne by the School District.

16. Indemnification:

- a) School District agrees to defend, indemnify, and hold harmless the 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 MOU, 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 MOU.
- c) SCPD agrees to defend, indemnify, and hold harmless the 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 MOU, 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 MOU.
- e) The provisions of this Section shall survive the termination and/or expiration of this MOU.

17. 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 MOU 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 MOU or the performance of its officers or employees.
- c) The School 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 MOU 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 School 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 MOU or the performance of its officers or employees.

18. Assignment; Amendment; Subcontracting:

This MOU 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.

19. Waiver:

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

20. Termination:

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

21. Consent to Jurisdiction and Venue; Governing Law:

Unless otherwise specified in this MOU or required by Law, all claims or actions with respect to this MOU 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 MOU 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.

22. Notices:

- a) Any notice, request, demand or other communication required to be given or made in connection with this MOU 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: Police Commissioner, SCPD, 30 Yaphank Avenue, Yaphank, New York 11980
- c) Any notice to the School District shall be sent to the attention of the Superintendent of Schools, Half Hollow Hills Central School District, 525 Half Hollow Road, Dix Hills, NY 11746.
- 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.

23. All Legal Provisions Deemed Included; Severability; Supremacy:

In the event that any provision of this MOU 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 MOU, in the event of an actual conflict between the terms set forth above the signature page to this MOU and those contained in any schedule, exhibit, appendix, or attachment to this MOU, the terms and conditions set forth above the signature page shall control. To the extent possible, all the terms of this MOU should be read together as not conflicting.

24. Section and Other Headings:

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

25. Entire Agreement:

This MOU 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 MOU.

25. Modifications:

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

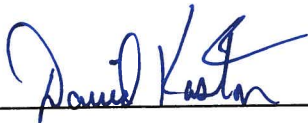
26. Executory Clause:

Notwithstanding any other provision of this MOU, the SCPD and the School District shall have no obligations under this MOU (including any extension or other modification of this MOU) 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 Education; and (ii) this MOU has been executed by the Police Commissioner and President of the Board of Education.

27. Annual Review and Revision:

The term of this MOU shall be for (5) years, commencing on the date the last party has signed the MOU. The SCPD and the School District should review this MOU on an annual basis.

FOR THE SCHOOL DISTRICT:



David Kaston, Board President

Half Hollow Hills Central School District

FOR THE SCPD:

Stuart Cameron

Acting Commissioner of Police