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MEMORANDUM OF AGREEMENT

BETWEEN THE

SYRACUSE CITY SCHOOL DISTRICT

AND THE

CITY OF SYRACUSE

THIS AGREEMENT, made this ___ day of _____, 2021, by and between the **CITY OF SYRACUSE** (hereinafter referred to as the “City”), a municipal corporation of the State of New York, and the **BOARD OF EDUCATION OF THE SYRACUSE CITY SCHOOL DISTRICT** (hereinafter referred to as the “District” or “SCSD”), a large city school district established and authorized pursuant to Article 52 of the New York State Education Law;

WHEREAS, the City and the District are committed to providing safe schools where students can learn and teachers can teach and agree that effective schooling requires a safe and orderly environment in which learning can occur;

WHEREAS, the City of Syracuse, the Syracuse City School District and the City of Syracuse Police Department (hereinafter referred to as the “SPD”) recognize that children are our community’s most valuable asset, and the safety of students and staff in our school district is a shared priority of the City, the SPD, the SCSD Board of Education, students, staff, parents, and guardians;

WHEREAS, the SPD, in collaboration with the SCSD, has implemented the School Resource Officer Program (hereinafter referred to as the “SRO Program”);

WHEREAS, the parties to this Agreement agree that at all times School Resource Officers (“SROs”) are sworn law enforcement officers employed by the SPD who have a duty and obligation to enforce the laws of the State of New York and, at all times, are governed by the Rules and Regulations of the SPD;

WHEREAS, the parties to this Agreement further agree and understand that the responsibility for school discipline rests with school administration and all decisions related to school discipline must be consistent with the District’s Code of Conduct;

WHEREAS, the parties wish to enter into an agreement that complies with Education Law Section 2801-a and defines the roles and responsibilities of school personnel, security personnel, and law enforcement who are deployed in schools;

NOW, THEREFORE, it is agreed as follows:

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ARTICLE I

PURPOSE

The purpose of this Agreement is to provide for the health, safety, and welfare of Syracuse City School students by providing for community partnership programs involving law enforcement officers or SROs assigned by the SPD to SCSD Schools (hereinafter, “SRO Partnership”).

This Agreement is intended to facilitate a clear understanding of the roles, duties, and responsibilities of SROs, school administrators and staff, the scope of their authority, and the responsibilities of SCSD and the SPD in this collaboration. This Agreement formalizes the partnership between the Syracuse City School District, the City of Syracuse, and the City of Syracuse Police Department related to the assignment of School Resource Officers within the District.

This document reinforces the commitment of the parties that schools are meant to be places where students can learn from their mistakes in order to grow into healthy, productive adults. The purpose of this document is to set forth guidelines to ensure that the SPD and the SCSD have a shared understanding of the roles and responsibilities of each in maintaining safe schools, improving school climate, and supporting educational opportunities for all students.

ARTICLE II

SHARED GOALS AND OBJECTIVES OF THE PARTIES

The goals and objectives of the SRO Program are designed to promote a safe and healthy school environment and create strong relationships between the Syracuse City School District, the City of Syracuse Police Department, and the community. The goals and objectives for the SRO Program include:

- a. Reducing justice system involvement of all students;
- b. Through education and enforcement, providing a safe school and neighborhood environment;
- c. Teaching juveniles to take responsibility for their actions and preventing patterns of delinquency from developing using community resources and partnerships with other community agencies and organizations;
- d. Providing responses to school-based needs that are free from prejudicial treatment;
- e. Reducing juvenile delinquency by helping students formulate an awareness of rules, authority, justice, and the value of our legal system;
- f. Providing positive role models for students which enhance the relationship of law enforcement officers and youth in the community and are able to bridge the gap between police officers and young people in the community through increased communication and support;
- g. Providing assistance and support for crime victims identified within the school setting;

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- h. Coordinating trainings involving law enforcement agencies and school personnel, which lead to an increased ability to plan for and respond appropriately to emergencies within the schools; and
- i. Providing additional resources to the District through presentations and programs for students, school staff, parents, and the community which focus on legal issues and/or prevention, health and safety topics.

ARTICLE III

PROGRAM PRINCIPLES

The parties agree to the following governing principles relating to the operation of the SRO Program:

- a. The vast majority of student misconduct can be best addressed through classroom and in-school strategies and by maintaining a positive school climate rather than by the involvement of the criminal justice community;
- b. The response to school disruption should be reasonable, consistent with the Code of Conduct, and fair and should consider relevant factors such as the age of the student and the nature and severity of the incident;
- c. Students should be held accountable for their actions through a graduated response to misconduct that provides a continuum of services and increasing more severe sanctions and interventions for continued or persistent misconduct;
- d. Clarifying the responsibilities of school and police personnel with regard to non-emergency disruptive behavior at school and school related events promotes the best interests of the students, the school system, law enforcement, and the community at large; and
- e. The graduated response to student misconduct which is utilized should consider the following factors:
 - 1) Age, health, disability or special education status of the student;
 - 2) Prior conduct and record of behavior of the student;
 - 3) Previous interventions with the student;
 - 4) The student's willingness to address any identified issues; and
 - 5) Seriousness of the incident and the degree of harm caused.

ARTICLE IV

TERM OF AGREEMENT

This Agreement shall be incorporated into and published as part of the Syracuse City School District's Safety Plan.

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- a. This Agreement shall be effective beginning September 1, 2021 and shall renew each year through August 30, 2023, unless terminated by any party in accordance with item c below.
- b. This Agreement shall be reviewed annually as part of the District's review of its School Safety Plan.
- c. This Agreement may be terminated by any party with or without cause upon ninety (90) days written notice.

ARTICLE V

COST OF THE SRO PROGRAM

The parties shall pay the cost of the SRO Program as set forth in Exhibit A, which is attached hereto and incorporated herein by reference.

ARTICLE VI

EMPLOYMENT OF SCHOOL RESOURCE OFFICERS

1. **Guiding Principles.** The parties agree to the following statements and principles regarding the employment of School Resource Officers:

- a. SROs are employees of the SPD and are governed by the SPD rules, regulations, and general orders. SROs are police officers and not school teachers, school administrators, or school counselors. As such, SROs shall be subject to the administration, supervision, and control of the SPD.
- b. Although SROs will be working in conjunction with the school staff, SROs will report directly to the SPD assigned sergeant on any administrative matters and will follow the SPD command structure.
- c. SROs are covered by the current Collective Bargaining Agreement between the City and the Syracuse Police Benevolent Association and their actions and terms and conditions of employment are governed by that collective bargaining agreement. In cases where this Agreement conflicts with the collective bargaining agreement, the collective bargaining agreement will govern.
- d. The SPD, in its discretion, shall have the power to hire, discharge, supervise, transfer, and discipline SROs. The Superintendent of Schools reserves the right to approve or disapprove the initial assignment of an SPD officer to serve as an SRO. The Superintendent of Schools or designee reserves the right to provide input into the hiring, discharge, assignment, transfer, and discipline of SROs assigned to SCSD buildings. Initial hiring decisions shall be made in accordance with the process set forth below.
- e. Although SROs remain employees of the SPD, SROs are required to spend their duty day on the campus of their assigned school(s) except as required to perform other assigned duties by the SPD. Such assignments away from the SCSD should be

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limited in scope and should not result in a lack of SRO presence in the buildings or on campus.

- f. The SCSD acknowledges that SROs are required by policy and procedure to perform various tasks throughout the year that may include but are not limited to: weapons qualification required by the SPD; in-service training required by the SPD; and court appearances.
- g. The SPD will schedule the working hours of the SROs supporting the SRO Partnership, taking into account the school year calendar of the school where each SRO is assigned. The hours of SRO availability will be during normal school hours while the school of assignment is in session with time before and after the school day constituting an eight (8) hour shift. Adjustments outside these regular hours shall be by mutual agreement in writing between school administration and the SPD designee.
- h. The SPD in consultation with the District, shall substitute any officer trained pursuant to the terms of this Agreement when any regularly scheduled SRO is not available to support the SRO Partnership.
- i. The SPD reserves the right to remove or re-assign any SRO in consultation with the Superintendent of Schools.

2. Selection and Assignment of School Resources Officers. The following terms and conditions are applicable to the section and assignment of SROs.

- a. All potential SRO officers will go through an interview process.
- b. Officers must have a minimum of three years' work experience as a police officer, with at least one year with SPD, to be considered for an SRO assignment.
- c. The interview process will be conducted by an Interview Committee which includes two senior level SCSD staff members designated by the Superintendent, the School Principal, and the SPD Supervisor of the Resource Officers.
- d. The Interview Committee will make a recommendation to the Superintendent of Schools.
- e. The Superintendent of Schools will collaborate with the SPD Chief of Police to select successful candidates and to determine the appropriate school assignment.

3. SPD Responsibilities. The Syracuse Police Department will be responsible for the overall supervision of the SROs as set forth below.

- a. Provide the SRO with appropriate uniforms and equipment.
- b. Follow the agreed upon schedule for deployment of SROs at SCSD schools.
- c. Provide SCSD with weekly updates of arrests on SCSD property, including all vital information and a summary of events leading to the arrest as soon as the supervising SRO has assembled that information.
- d. Make the SRO available for District-provided training regarding their role in the School District prior to placement in the SCSD. Such trainings should encourage the SRO to exercise discretion to minimize arrests for minor misbehaviors and to use all available diversion programs and other alternatives to arrest. Such trainings may also

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include topical areas such as child and adolescent development and psychology; age-appropriate responses; cultural competence; restorative justice techniques; special accommodations for students with disabilities; practices proven to improve school climate; and challenges relative to lesbian, gay, bisexual, transgender and questioning students.

ARTICLE VII

SRO DUTIES

The mission of the SRO is to provide for, and maintain, a safe, healthy and productive learning environment while serving as a positive role model for students in SCSD Schools by working in a cooperative, proactive, problem-solving partnership with the City and the SCSD. In furtherance of this mission, the SRO is expected to:

- a. Protect the lives and property of the students, authorized visitors, and staff of SCSD and the citizens of the City.
- b. Enforce all federal, state, and local criminal laws and ordinances.
- c. Patrol assigned areas, including school buildings, grounds, and surroundings and assume primary responsibility for handling all calls for service and coordinate the response of other police resources to the school.
- d. Respond to dispatch calls, make arrests, write reports regarding incidents and arrests, and report certain matters to the local district attorney's office for prosecution.
- e. Under the supervision of the Police Chief or designee, and in coordination with the School Administration, investigate crimes and incidents occurring on and in the vicinity of school grounds.
- f. Provide advice to, answer questions, and assist administrators, faculty, and staff in developing safety and security plans, which may include traffic flow, emergency preparedness, and evacuation procedures.
- g. Assist schools in implementing safety plans and provide assistance with safety checklists.
- h. Provide training to school staff, students, parents, and community groups regarding safety issues, such as personal safety, gun safety, and gang awareness.
- i. Develop or expand crime prevention efforts for students, educate potential school-age victims in crime prevention and safety, and answer questions students may have about state criminal or juvenile laws.
- j. Provide security for school events and functions, in conjunction with school administration and staff.
- k. Participate in parent-teacher meetings when requested and develop and maintain a positive and open relationship with students, administrators, faculty, staff, and parents.
- l. Act as a liaison between the police department, school district, other members of law enforcement agencies, the legal system, emergency personnel, social service agencies, and community groups.
- m. Partner with the SCSD, when appropriate, to assist with resolving law enforcement issues that affect the SCSD and the broader community.

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- n. Serve as a positive liaison between the SPD, the students, the school administration, and the SCSD security department.
- o. Enhance school safety on school grounds to help foster a safe and secure learning environment; SROs may participate in school activities as instructors.
- p. Differentiate between disciplinary issues and crime problems and respond appropriately.
- q. Recognize and understand that the SCSD has adopted a Code of Conduct that emphasizes the use of restorative approaches to address behaviors and applying those approaches to situations where appropriate.
- r. Comply with the requirements and limitations on access to and the use of student educational records.

ARTICLE VIII

GENERAL OBLIGATIONS & RESPONSIBILITIES OF SCSD

1. General Principles. School administrators have the primary responsibility for handling student discipline matters consistent with the SCSD Code of Conduct. School administrators shall work cooperatively with SROs to enhance the safety and security of the learning environment in accordance with these obligations and principles.

- a. The role of teachers and other educators within the SCSD is to respond to inappropriate student behavior in a way that supports personal growth and learning opportunities for all students. Consistent with this goal, school discipline will be administered in such a way as to keep students within the classroom setting to the greatest extent practicable.
- b. Wherever possible, school-based infractions shall be addressed through the use of non-punitive interventions that improve school safety and academic performance (e.g. classroom interventions, counseling services, restorative justice, peer mediation, etc.) and not through harsh, exclusionary measures.
- c. To the extent practicable, the SCSD must limit the use of out-of-school suspensions and expulsions to incidents that involve conduct that poses a serious and credible threat to the safety of pupils and staff.

2. SCSD Responsibilities.

- a. Provide a school district coordinator to ensure that the SRO program is implemented in accordance with the rules, regulations, and stated goals of the program.
- b. Provide a school facilitator (school principal) for the SRO.
- c. Provide an office/storage or workspace for SRO materials and personal effects.
- d. Provide time for school principals or designees and the assigned SROs to attend three two-hour citywide training meetings per year, one at the beginning of the school year and once during each semester. Such trainings may include topical areas such as child and adolescent development and psychology; the requirements of the Family and Educational Rights and Privacy Act; age-appropriate responses to

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- disciplinary issues; cultural competence; restorative justice techniques; special accommodations for students with disabilities; practices proven to improve school climate; and the creation of safe spaces for lesbian, gay, bisexual, transgender, and questioning students.
- e. Arrange meetings with the SRO as needed by the school administration.
 - f. De-escalate school-based incidents whenever possible.
 - g. Make every effort possible to handle routine discipline (Code of Conduct violations) within the school without involving the SRO in an enforcement capacity.
 - h. Cooperate with SPD-initiated investigations and actions without hindering or interfering with the SPD's or the assigned SRO's official duties for crimes committed on school property or in the execution of an arrest warrant for a violent crime.
 - i. Cooperate with law enforcement officials in their investigations of criminal offenses that occur off campus, which may involve students as either victims of crimes or potential suspects to the extent that such cooperation does not interfere with the SCSD's statutory and common law duty to the student, specifically, statutory duties as defined by the New York State Education Law, Family Education Rights and Privacy Act, regulations of the United States Department of Education, regulations of the Commissioner of Education and regulations of other state and federal agencies with jurisdiction over SCSD and the common law duty to act *in loco parentis*.
 - j. Notify parents as soon as possible when students are ticketed or arrested.
 - k. Report serious crimes that involve students regardless of whether or not those crimes occur on campus, including but not limited to, sexual assault, robberies, assaults, possession of a weapon, and possession of a controlled substance.
 - l. Confirm that the SRO has received all training required under the terms of this Agreement by obtaining a certificate evidencing the training requirement has been satisfied.
 - m. Train staff annually regarding appropriate role of SRO in schools, and appropriate conditions under which SRO assistance may be requested.
 - n. Review data at least once each year pertaining to all school-based searches, seizures, citations, ticketing, arrests, use of force, interrogations, court referrals, disaggregated by location of arrest/school, charge, arresting agency, gender, age, race/ethnicity, disability and ESL status, and use such data to evaluate and revise policies to ensure the terms of this Agreement are carried out in a manner consistent with civil rights and anti-discrimination laws.

3. Roles and Responsibilities of School Administrators and School Staff.

- a. The building principal or designee must notify appropriate law enforcement of those violations which constitute or may constitute a crime as soon as practicable. The notification may be made by telephone or direct report and may be followed by a letter confirming the report. The notification must identify the student and explain the conduct which violated the Code of Conduct, Character and Support, and which constitutes or may constitute a crime.

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- b. In an emergency, the school shall call 911 and notify the SRO. In a non-emergency situation, the school should notify the SRO or call the non-emergency number of the SPD if the SRO is not available. In a non-emergency situation where no SRO is available in the building, the principal shall notify the SRO supervisor. To the extent possible the quadrant officer will be deployed to the school building.
- c. The principal and/or school employees will support any criminal enforcement action taken by the SRO that results in the charging of a student with a crime by their appearance in court when necessary in order to provide testimony determined by the prosecutorial authority as essential to the case.

4. Role of School Principal.

- a. The Principal is in charge of the building according to SCSD established guidelines.
- b. The Principal is responsible for all discipline and enforcement of the SCSD Student Code of Conduct. The Principal and administrative staff members are solely responsible for handling all discipline issues, investigating violations of the SCSD Student Code of Conduct, and determining whether a student has in fact committed a violation of the SCSD Student Code of Conduct.

ARTICLE IX

LIMITATIONS ON THE AUTHORITY OF SCHOOL RESOURCE OFFICERS

1. School-Based Infractions

- a. The SPD's role within the SCSD is a limited one. It is not the SPD's role to enforce school disciplinary rules or punish students for misbehavior. SROs shall not enforce school rules or policies; matters of school discipline shall be referred to the appropriate building principal or administrator. All of the obligations of the City as required under this Agreement shall be met without discriminating on the basis of race, color, sex, national origin, language status, disability, religion, sexual orientation, immigration status or membership in any other protected class. SPD involvement should not be requested in a situation that can be safely and appropriately handled by the SCSD's internal disciplinary procedures.
- b. The school principal or designee must attempt to de-escalate school-based incidents involving students wherever possible prior to calling or otherwise involving the SPD.
- c. Unless there is an immediate threat of violence, the decision to involve the SPD in any school-based incident must be made by a principal or designee. In the case of an immediate threat of violence any school employee may request police assistance.
- d. The purpose of the SPD's involvement in school-based incidents is to assist the SCSD in maintaining safe schools with positive learning environments by providing a law enforcement presence, as well as a law enforcement resource should criminal incidents take place within any schools.

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- e. An SRO who observes a violation of the SCSD Code of Conduct preserves a safe and orderly environment by escorting the violating student(s) to the school official charged with determining the appropriate school discipline to be administered.
- f. When a school based infraction is also a crime, violation, or violation of state law, the school administration and the SRO will work together to bring all resources under their control to appropriately address the issue and solve the problem.

2. SRO Use of Physical Force.

- a. SPD Rules and Regulations governing the use of force are hereby incorporated by reference into this Agreement and should any of the SPD Rules and Regulations change on the use of force during the term of this Agreement, such changes are incorporated by reference without requiring the parties to modify or amend this Agreement.
- b. The parties further agree that any section of SPD Rules and Regulations that governs the documentation by officers of the use of force is also hereby incorporated by reference.
- c. As with all uses of force, SRO's use of force shall be used within the limitations established by Article 35 of the New York State Penal Law.
- d. All uses of force must be consistent with the United States Supreme Court standard established in *Graham v. Connor* to determine whether the force used is objectively reasonable in consideration of the following factors: the severity of the crime(s) at issue; whether the subject poses an immediate threat to the safety of the officer(s) or others; whether the subject is actively resisting or attempting to evade arrest by flight.

3. Search and Seizure.

- a. School Resource Officers. SPD Rules and Regulations governing search and seizure are hereby incorporated by reference into this Agreement and should any of the SPD Rules and Regulations change regarding the use of force during the term of this Agreement, such changes are incorporated by reference without requiring the parties to modify or amend this Agreement.
- b. Administrative Searches by School Officials
 - 1. School officials may conduct searches of student's property and person under their jurisdiction when reasonable suspicion exists that the search will reveal evidence that the student has violated or is violating either the law or the rules of the school. These searches must be at the direction and control of the school official.
 - 2. When requested by school administrators, SROs may assist with the school search in order to protect the safety of all persons involved in the search. If the school search uncovers evidence of criminal misconduct, the evidence shall be held for, or turned over to, the SRO.
 - 3. At no time shall the SRO request that an administrative search be conducted for law enforcement purposes or have the administrator act as her/his agent.

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- c. Searches by SROs or other law enforcement personnel on school. Any search by an SRO or other law enforcement officers shall be based upon probable cause and a search warrant should be obtained when required.

4. Arrests, Interrogations, Interviews

- a. SPD Rules and Regulations governing arrests, juvenile operations, interrogations, and interviews, are hereby incorporated by reference into this Agreement. Should any of the SPD Rules and Regulations governing arrests, juvenile operations, interrogations, and interviews change during the term of this Agreement, such changes are incorporated by reference without requiring the parties to modify or amend this Agreement. It is further agreed upon by the parties that any section of SPD Rules and Regulations that governs record retention regarding arrests, juvenile operations, interrogations, and interviews by officers are also hereby incorporated by reference.
- b. The arrest of a student or employee of the school with a warrant should be coordinated through the principal and accomplished after school hours, whenever practical.
- c. SROs making an arrest of or writing a citation/summons to a student present at school, at a school event, or in a school vehicle shall notify the school principal or the principal's designee within a reasonable period of time. SROs shall arrest students on school grounds for crimes committed on school property or where making an arrest pursuant to a warrant for a violent crime.
- d. A student's parent or guardian shall be notified immediately when the student is issued a ticket or is arrested.
- e. Persons whose presence on school grounds has been restricted or forbidden or whose presence is in violation of the law shall be arrested for trespassing.
- f. In accordance with "Shared Goals and Objectives of the Parties," "Employment of SROs," and "SRO Duties," when conducting investigations into criminal activity, SROs may question a student in accordance with SPD Rules and Regulations and New York State law by interviewing witnesses or interrogating suspects related to such investigations.
- g. Notice of such questioning shall be given to a principal or designee. If the student to be questioned is under the age of 18, the student's parent or guardian must be notified prior to questioning.
- h. As practicable as possible, questioning of students by an SRO should occur in a manner and a time that has the least impact on the student/suspect's classroom participation (i.e., before or after scheduled classroom instruction or assessment) so long as any such resulting delay in questioning does not interfere with the effectiveness of an investigation or violate SPD Rules and Regulations.
- i. The SRO shall be prohibited from detaining or questioning students for the purpose of determining the students' or their families' immigration status.

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ARTICLE X

COMMUNICATION

To be effective, the partnership between the parties requires open communication and a sharing of information.

- a. SROs, if able, will participate in meetings with school administration when requested by school administration during the SROs normal shift.
- b. The SRO supervisor will meet face to face quarterly with the school principal where the SRO is assigned.
- c. The SPD Deputy Chief in charge of the SRO program will quarterly meet in person with a designee of the SCSD at the administration level.
- d. An SRO or other law enforcement officer acting in her or his official capacity while on school grounds, in a school vehicle, or at a school activity or sanctioned event, who issues a summons, ticket, or other notice requiring the appearance of a student in court or at a police station for investigation relating to an offense allegedly committed on school grounds, in a school vehicle, or at a school activity or sanctioned event, must notify the Superintendent or Superintendent's designee of the issuance of the summons, ticket, or other notice immediately after the issuance of the summons, ticket, or other notice and a written report must be submitted.

ARTICLE XI

ACCESS TO RECORDS

- a. SROs shall have access to student records only to the extent necessary to deal with criminal activity on school grounds and consistent with the Family Educational Rights and Privacy Act ("FERPA"). The SCSD will only release personally identifiable student information to the SPD after receiving parental consent or pursuant to 34 CFR §99.31
- b. The parties agree that the SCSD may release directory information as permitted under FERPA. Directory information includes such items as a student's name, address (local or permanent), telephone number, dates of attendance, and date and place of birth.
- c. Student identification photographs and yearbook pictures will not be provided to an SRO for purposes of identifying suspects in criminal activity that occurs outside the geographic boundaries of a SCSD school except by subpoena or court order.

ARTICLE XII

COMPLAINTS

- a. SPD Rules and Regulations governing complaints against officers is hereby incorporated by reference into this Agreement and should any of the SPD Rules and Regulations change regarding complaints during the term of this Agreement, such

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- changes are incorporated by reference without requiring the parties to modify or amend this Agreement.
- b. The parties agree that all complaints against SRO's will go through the normal channels established within the SPD to address such complaints.
 - c. Individuals may also complete a District SRO complaint form, and the District will forward the SRO complaint form to SPD to be handled pursuant to the SPD Rules and Regulations. For complaints that originate from a District SRO complaint form, the SPD will report the outcome of the investigation to the District.

ARTICLE XIII

BODY WORN CAMERAS

- a. The City will issue body worn cameras (BWC) to each SRO regularly assigned to the District. The City will bear the full cost of the cameras and related software expenses.
- b. SROs will be required to wear and operate the SPD-issued BWC consistent with the SPD Rules and Regulations governing BWCs. SPD Rules and Regulations governing BWCs are hereby incorporated by reference into this Agreement in their entirety and should any of the SPD Rules and Regulations change regarding BWCs during the term of this Agreement, such changes are incorporated by reference without requiring the parties to modify or amend this Agreement.
- c. Pursuant to SPD Rules and Regulations governing BWCs:
 - i. Officers will activate recording at the start of each law enforcement activity, unless it is not safe to do so. Law enforcement activities include, but are not limited to: dispatched calls, investigatory stops, on-view infractions and criminal activity, arrests, searches of persons, premises and vehicles, foot pursuits, and questioning victims, suspects and witnesses.
 - ii. There may be circumstances when the respect for an individual's privacy or dignity outweighs the need to record a law enforcement activity. In these circumstances, the officer is permitted to exercise limited discretion to decide to not record or cease recording. This discretion may only be applied when a reasonable officer would conclude that such privacy interests outweigh any legitimate law enforcement interest in recording. Such circumstances may child victim interviews, cultural or religious objections to being recorded, and when the use of BWC would impede or limit the cooperation of a victim or witness.
 - iii. Officers shall not record in the interior of restrooms or locker rooms.
- d. BWC footage is owned by the City. Any public release of BWC footage, either in response to a Freedom of Information Law (FOIL) request or otherwise, will comply with applicable laws concerning student privacy.

ARTICLE XIV

ABSENCES AND REPLACEMENTS

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- e. Absences. In the event an assigned SRO is to be absent from work, the SRO shall notify his/her City supervisor. The City shall promptly notify the Superintendent of Schools that the SRO will be absent and shall assign a replacement and shall notify the Superintendent or designee of the replacement.
- f. Replacements and Removals. In the event that the Superintendent of Schools and/or the City determine that the work of a SRO is unsatisfactory to either or both, the Superintendent and the City shall meet to seek agreement on corrective action to be taken to address the issue.

ARTICLE XV

MODIFICATION

This Agreement represents the entire and integrated understanding between the City and the District and supersedes all prior negotiations, representations, or understandings either written or oral. Only written instruments signed by both the City and the District may amend this Agreement.

ARTICLE XVI

TERMINATION

Either party to the Agreement may terminate this Agreement upon ninety (90) days prior written notice without the necessity of demonstrating cause; provided however, that either party may terminate this Agreement immediately upon written notice to the other party in the event that such action is necessary for significant health or safety issues or failure to comply with applicable law.

ARTICLE XVII

RECORDS RETENTION

The parties agree all records shall be maintained in accordance with the applicable State Records Retention Schedule.

ARTICLE XVIII

DATA PRIVACY AND SECURITY

- a. Protection of Confidential Data. The City shall provide the contracted services in a manner which protects Student Data (as defined by 8 NYCRR 121.1(q)) and Teacher or Principal Data (as defined by 8 NYCRR 121.1(r)) (hereinafter

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“Confidential Data”) in accordance with the requirements articulated under Federal, New York State and local laws and regulations, including but not limited to Education Law Section 2-d and the associated regulations (8 NYCRR Part 121).

- b. Data Breach. In the event that Confidential Data is accessed or obtained by an unauthorized individual due to the City’s or the SRO’s acts or omissions, the City shall provide notification to the School without unreasonable delay and not more than seven calendar days after the discovery of such breach. The City shall follow the following process:
 - i. The security breach notification shall be titled “Notice of Data Breach,” shall be clear, concise, use language that is plain and easy to understand, and to the extent available, shall include: a brief description of the breach or unauthorized release; the dates of the incident in the date of discovery; a description of the types of Confidential Data affected; an estimate of the number of records affected; a brief description of the City’s investigation or plan to investigate; and contact information for representatives who can assist the School District with additional questions.
 - ii. The City shall also prepare a statement for parents and eligible students which provides information under the following categories: “What Happened,” “What Information Was Involved,” “What We Are Doing,” “What You Can Do,” and “For More Information.”
 - iii. Where a breach or unauthorized release of Confidential Data is a result of the City’s or the SRO’s acts or omissions, the City shall pay for or promptly reimburse the School for the cost of notification to parents and eligible students of the breach.
 - iv. The City shall cooperate with the School and law enforcement to protect the integrity of investigations into the breach or unauthorized release of Confidential Data.
- c. 2-d Addenda. The following addenda attached hereto shall be incorporated into the Agreement, and shall supersede any inconsistent provisions in the Agreement:
 - i. Exhibit B: School District’s Parents’ Bill of Rights for Data Privacy and Security

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- ii. Exhibit C: Parents' Bill of Rights – Supplemental Information Addendum
- iii. Exhibit D: Third-Party Data Security and Privacy Plan

ARTICLE XIX

INDEPENDENT CONTRACTOR

The City shall be providing services to the School District as an independent contractor, and any and all services performed by the SRO under this Agreement shall be performed consistent with this relationship. The SRO shall not hold himself/herself out as, nor claim to be, an officer or employee of the School District, nor make any claim, demand, or application to or for any right or privilege applicable to an officer or employee of the School District, including, but not limited to, workers' compensation coverage, unemployment insurance benefits, social security coverage, disability benefits, or retirement membership or credit. The SRO shall not have, or hold himself/herself out as having the authority or power to bind or create liability for the School District by the SRO's acts or omissions.

As the SRO's employer, the City shall comply with all Federal, State, and local laws rules and regulations. The City shall pay any applicable taxes, including income taxes, workers' compensation insurance, unemployment insurance payment, disability insurance payment, and/or any other payments that may be required under the laws, rules, or regulations of any government agency having jurisdiction over the City or its relationship with the School District.

The City further agrees to indemnify and hold the School District harmless against any claim, cost, penalty, damage, or expense (including attorneys' fees) related to either parties nonpayment and/or underpayment of any such taxes or payments. These provisions shall survive any expiration, termination, or non-renewal of this Agreement. An SRO assigned to the School District is under the direct supervision of the command officers of the Syracuse Police Department. The School District shall have no ability to control the manner, means, details or methods by which the SRO, City, or its agents perform services under this Agreement except as provided herein and as required by federal, state, or local laws, rules, and regulations.

ARTICLE XX

SEVERABILITY

If any provision of this Agreement is held by a court of competent jurisdiction to be illegal or unenforceable, the remaining provisions of this Agreement shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular provision held to be invalid, unless to do so would contravene the present valid and legal intent of the parties.

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ARTICLE XXI

GENERAL PROVISIONS

- a. **Governing Law.** This Agreement shall be construed and interpreted in accordance with the laws of New York State.
- b. **Assignment.** This Agreement may not be assigned by either party.
- c. **No Third Party Rights.** This Agreement is not intended to benefit any third party, nor shall any person who is not now or in the future a party hereto be entitled to enforce any of the rights or obligations of a party under this Agreement.
- d. **Interpretation.** The language of all parts of this Agreement shall be construed as a whole, according to its fair meaning, and not strictly for or against any party, regardless of who drafted the Agreement.
- e. **Waiver.** The failure of any party to insist on the strict performance of any provision of this Agreement or to exercise any right under this Agreement shall not constitute a waiver of such provisions or right. A waiver is effective only if it is in writing, signed, and delivered by the waiving party.
- f. **Clauses Required by Law.** The parties hereto understand and agree that each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to have been inserted herein, and if through mistake or inadvertence such provision is not inserted, said clause shall be deemed to have been inserted and shall have the full force and effect of law.

IN WITNESS WHEREOF, the Syracuse City School District and the City of Syracuse have executed the writing of this Agreement on the dates hereafter written:

SYRACUSE CITY SCHOOL DISTRICT

By: _____
Jaime Alicea, Superintendent of Schools

Dated: _____

CITY OF SYRACUSE

By: _____
Ben Walsh, Mayor

Dated: _____

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Exhibit “A”

For each SRO assigned to the District, the District shall compensate the City in an amount equivalent to the Step 5 officer salary, as set forth in the applicable Collective Bargaining Agreement (CBA) between the City and the Syracuse Police Benevolent Association, plus 7.65% of the salary for the City’s FICA contribution, and 25% of the salary for the City’s contribution to the NYS Police and Fire Retirement System. The Step 5 officer salary for the 2021-2022 school year is \$73,855. The City will assign at least six (6) and no more than ten (10) officers to SRO duties for the 2021-2022 school year. The actual number will be determined by the Chief, with input from the District, considering public and student safety and officer availability.

The District shall also compensate the City for the salary of one Sergeant assigned to supervise the SROs, at the assigned Sergeant’s actual pay rate, plus 7.65% of the salary for the City’s FICA contribution, and 25% of the salary for the City’s contribution to the NYS Police and Fire Retirement System. The actual pay rate may vary based on the seniority of assigned Sergeant, pursuant to terms of the CBA, and will range from \$85,500 and \$99,500 for the 2021-2022 school year.

Additionally, The District will reimburse the City for any actual overtime costs incurred in connection with SROs assigned to provide security for schools events and functions that fall outside regularly scheduled working hours. The actual overtime cost is the hourly overtime rate paid to the assigned SRO, plus 7.65% of the salary for the City’s FICA contribution, and 25% of the salary for the City’s contribution to the NYS Police and Fire Retirement System.

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Exhibit “B” Syracuse City School District Parents Bill of Rights for Data Privacy and Security

The Syracuse City School District is committed to preserving the security and integrity of student data. As outlined in the Common Core Implementation Reform Act of 2014, the Syracuse City School District publishes the following “Parents’ Bill of Rights for Data Privacy and Security”:

- The Syracuse City School District does not sell or release a student’s personally identifiable information for any commercial purposes.
- Parents have the right to inspect and review the complete contents of their child’s education record.
- State and federal laws protect the confidentiality of personally identifiable information, and safeguards associated with industry standards and best practices, including but not limited to, encryption, firewalls, and password protection, must be in place when data is stored or transferred.
- A complete list of all student data elements collected by the State will be available for public review both online and via regular mail from the State Education Department. Parents may access the NYSED Student Data Elements List, a complete list of all student data elements collected by NYSED, at <http://www.p12.nysed.gov/irs/sirs/documentation/NYSEDstudentData.xlsx> , or may obtain a copy of this list by writing to the Office of Information & Reporting Services, New York State Education Department, Room 863 EBA, 89 Washington Avenue, Albany, NY 12234.
- Parents have the right to have complaints about possible breaches of student data addressed. Complaints may be submitted to the Office of Shared Accountability, dataprivacy@scsd.us or by calling (315) 435-4281.

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Exhibit “C” Supplemental Information Addendum

1. **EXCLUSIVE PURPOSES FOR DATA USE:** The exclusive purposes for which “student data” or “teacher or principal data” (as those terms are defined in Education Law Section 2-d and collectively referred to as the “Confidential Data”) will be used by the City of Syracuse (the “Contractor”) are limited to the purposes authorized in the contract between the Contractor and the Syracuse City School District (the “School District”) dated [insert contract date] (the “Contract”).
2. **SUBCONTRACTOR OVERSIGHT DETAILS:** The Contractor will ensure that any subcontractors, or other authorized persons or entities to whom the Contractor will disclose the Confidential Data, if any, are contractually required to abide by all applicable data protection and security requirements, including but not limited to, those outlined in applicable State and Federal laws and regulations (e.g., Family Educational Rights and Privacy Act (“FERPA”); Education Law § 2-d; 8 NYCRR § 121).
3. **CONTRACT PRACTICES:** The Contract commences and expires on the dates set forth in the Contract, unless earlier terminated or renewed pursuant to the terms of the Contract. On or before the date the Contract expires, protected data will be exported to the School District in a mutually agreeable format and/or destroyed by the Contractor as directed by the School District.
4. **DATA ACCURACY/CORRECTION PRACTICES:** A parent or eligible student can challenge the accuracy of any “education record,” as that term is defined in the FERPA, stored by the School District in a Contractor’s product and/or service by following the School District’s procedure for requesting the amendment of education records under the FERPA. Teachers and principals may be able to challenge the accuracy of APPR data stored by School District in Contractor’s product and/or service by following the appeal procedure in the School District’s APPR Plan. Unless otherwise required above or by other applicable law, challenges to the accuracy of the Confidential Data shall not be permitted.
5. **SECURITY PRACTICES:** Confidential Data provided to Contractor by the School District will be stored physically in the Office of the SRO at the School District and/or electronically on the School District’s computer system. The measures that Contractor takes to protect Confidential Data will align with the NIST Cybersecurity Framework including, but not necessarily limited to, disk encryption, file encryption, firewalls, and password protection.
6. **ENCRYPTION PRACTICES:** The Contractor will apply encryption to the Confidential Data while in motion and at rest at least to the extent required by Education Law Section 2-d and other applicable law.

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**Exhibit “D”
Third-Party Data Security and Privacy Plan**

[See attached PDF]