

INTERMUNICIPAL AGREEMENT
For
SCHOOL RESOURCE OFFICERS
Between
CITY OF ROCHESTER and ROCHESTER CITY SCHOOL DISTRICT

This Agreement is made on the 1st day of July, 2019 by and between the **CITY OF ROCHESTER**, a municipal corporation, having its principal office located at City Hall, 30 Church Street, Rochester, New York 14614, hereinafter referred to as the "City" and the **ROCHESTER CITY SCHOOL DISTRICT**, with offices located at 131 West Broad Street, Rochester, NY 14614, hereinafter referred to as the "School District".

WITNESSETH:

WHEREAS, the School District desires to secure the services of the City to provide Rochester Police Officers as School Resource Officers ("SROs") to assist the School District in maintaining a safe school environment, hereinafter referred to as the "Services", and,

WHEREAS, the parties desire to support the goal of the academic success of students within the School District through promoting a safe, secure and nurturing environment;

WHEREAS, the City has the necessary equipment, personnel and expertise to provide these Services,

WHEREAS, it is the goal of the School District and the City to enter into a partnership to enhance the school environment with a uniformed School Resource Officer who will serve to assist faculty and students with problems before they affect the learning environment with the following objectives:

- To work cooperatively with School District Staff to address crime and disorder problems, gangs, drug activities affecting or occurring in or around our elementary or secondary schools, and other issues that jeopardize the safety of students, staff and visitors;
- To work with guidance counselors and other student support staff to assist students and to provide services to students involved in situations where referrals to service agencies are necessary;
- To develop and/or expand crime prevention efforts for students;
- To develop and/or expand community justice initiatives for students;
- To assist School District staff in training students in conflict resolution, restorative justice, and crime awareness;
- To make recommendations in connection with physical changes in the environment that may reduce crime in and around the schools;
- To assist School District staff in the creation of a safe school environment that is free of harm, intimidation, bullying and weapons;
- To build working relationships with the school's staff as well with student and parent groups;
- To present a positive role model of a law enforcement officer;
- To change youth's perception of law enforcement officers;
- To assist with emergency management planning.

WHEREAS, this agreement has been authorized by Rochester City School District Board pursuant to Resolution No. 2019-20: 66 and by Rochester City Council Ordinance No. _____.

NOW THEREFORE, in consideration of the terms and conditions contained herein, the parties do covenant and agree as follows:

SECTION 1. SCOPE OF SERVICES

The City shall, upon the commencement date specified herein, provide in a professional and workmanlike manner to the reasonable satisfaction of the School District, all of the services required below or reasonably required in order to carry out the services set forth herein:

The City shall provide sworn police personnel, with a minimum of twelve (12) Police Officers, to be assigned to schools or to be placed on other assignment as agreed upon between the parties. The police officers will act as SROs. In addition, one (1) Supervisory officer will administer the SRO program. The SROs will be available for mutually agreed upon assignments and schedules by the City and the School District. The School District at its sole discretion will advise the City by June 1st whether SROs will be assigned to summer schools. According to the following terms:

- A. The City shall retain ultimate control of the management, work hours, and duties of the SROs within the confines of the City-Locust Club collective bargaining agreement. It is understood and agreed by the parties that any meetings or training sessions which require SRO attendance, which extend beyond the normal work day or hours, shall require the approval of the Chief of Police or his representative.
- B. SROs shall work 8.25 hours per work day (including travel time to and from their reporting location) during the school year (including .25/day for roll call) and summer school schedule. Their work schedule shall conform to the daily school schedule and/or summer school schedule of the school (s) to which they are assigned and shall extend to required meetings and training, including in-service training. The City commits to use its best efforts, consistent with the obligation to assign only those Officers who are sufficiently trained and experienced, Officers' rights under the collective bargaining agreement and labor laws, as well as the needs that might be posed by public safety emergencies, to meet or exceed an Eighty-Five Percent (85%) attendance rate for the school year staffing and One Hundred Percent (100%) attendance rate for the summer session staffing. The City commits to apply this degree of effort to maximize attendance for the entire summer session and the entire school year session. As of and continuing from the Mayor's execution of this Agreement, the City agrees to take reasonable steps within its discretion to guard against the extended absence of an SRO from any one school, and agrees to have further discussions with the district about how to address this issue in any future SRO agreements.
- C. The City will notify the School District's Director of Safety and Security and the Deputy Chief of Police, Community Affairs Bureau, or the Deputy Chief's designee of a known absence of an SRO. For the purpose of this Agreement, "absence" shall mean time when the SRO is not present at his/her assignment for reasons of illness, injury, or reassignment to other police duties, but shall not include time away from the assigned school for transport of students or other duties for the benefit of the School District. SRO absences shall be shared in writing by the City and School District on a daily

basis.

1. In January 2020, the City shall provide to the School District a report, that accompanies the first bill issued under section 8C herein, that lists all of the absences required to be reported under this section 1C for the summer school portion of this Agreement and that itemizes and totals the whole and/or fractional portion of each work day that was missed during the summer school session.
 2. At the conclusion of the term of this Agreement, the City shall provide to the School District a report, that accompanies the second bill issued under section 8C herein, that lists all of the absences required to be reported under this section 1C for the school year portion of this Agreement and that itemizes and totals the whole and/or fractional portion of each work day that was missed during the school year.
- D. Except for roll call, thirty minutes for lunch, and SRO duties that take the SRO out of the building, all SROs shall be present at their school buildings according to the schedule developed by the School District. SROs will advise the building administration when they need to leave the building.
- E. In the event of an SRO's absence for a portion or all of a school day, the City may provide a substitute Police Officer. If the City is unable to provide an alternate Police Officer, the portion of the day that the SRO is absent will be deemed a reportable absence under section 1C. Notwithstanding the foregoing, the first hour of the SRO's absence from the school shall not be deemed to be a reportable absence under section 1C herein provided that it is due to the SRO's unexpected absence from work, and the City secures an alternate Police Officer to cover the school assignment.

SECTION 2. CITY AND SCHOOL DISTRICT RESPONSIBILITIES

A. The City shall:

1. Ensure attendance by SROs at school meetings, which shall be held at mutually agreeable times.
2. Ensure attendance by SROs at routine training sessions.
3. Encourage the SRO to collaborate with the school principal or designee in order to differentiate between disciplinary issues exclusively within the province of school administrators, and crimes, and respond accordingly, recognizing that not all incidents that prompt police assistance to ensure safety require classification as crimes. In a non-emergency or post-emergency situation, the principal and SRO should consult to determine whether each student was involved in a disciplinary issue or a crime. If there is disagreement, the SRO supervisor and Chief of the applicable school should be consulted for a determination. If the SRO supervisor and Chief of the applicable school are unable to agree, the matter may be referred to the District's Department of Law for further review. In this regard, it is specifically understood and agreed that matters classified as disciplinary are exclusively in the province of school administrators.
4. Provide information, data, or reports not deemed by the Police Chief or his designee to be confidential in nature.
5. The School District requires the following data to be provided weekly to

the School District's Director of Safety and Security:

- a. Students arrested;
- b. Physical force used on students;
- c. Issuance of appearance tickets;
- d. Mental health arrest with police involvement; and
- e. SRO/police initiated diversion court appearances that is not otherwise reported elsewhere.

B. The School District shall:

1. Provide the City with written feedback with respect to the job performance of the SROs on a monthly basis.
2. Have the opportunity to provide information during the SRO selection process.
3. Have the opportunity to provide input to the City in determining school assignments for SROs which shall be mutually agreed to by the City and the School District.
4. Participate with the City in defining the responsibilities and expectations of the SRO assignment.
5. Provide student directory information to the extent permitted by the Family Educational Rights and Privacy Act (FERPA).
6. Encourage the school principal or designee to collaborate with the SRO in order to differentiate between disciplinary issues exclusively within the province of school administrators, and crimes, and respond accordingly, recognizing that not all incidents that prompt police assistance to ensure safety require classification as crimes. In a non-emergency or post-emergency situation, the principal and SRO should consult to determine whether each student was involved in a disciplinary issue or a crime. If there is disagreement, the SRO supervisor and Chief of the applicable school should be consulted for a determination. If the SRO supervisor and Chief of the applicable school are unable to agree, the matter may be referred to the District's Department of Law for further review. In this regard, it is specifically understood and agreed that matters classified as disciplinary are exclusively in the province of school administrators.
7. Train the school principal, or designee, to immediately contact the parent/guardian of any student arrested or involved in a criminal investigation on school grounds in all non-emergency situations, or as soon as practicable in emergency situations.

SECTION 3. SRO RESPONSIBILITIES

A. SROs shall move freely in their assigned building during the day, during class breaks, lunches and at the end of the school day to develop a position rapport with students. SROs shall position himself/herself in locations as requested by the School District or, in the absence of such requests, in such building or location as the SRO shall deem necessary and appropriate to fulfill the responsibilities set forth herein.

B. SROs shall:

1. Assume instructional responsibilities in school(s) to include:
 - a) Acting as an instructor for short-term programs, to include providing guidance on ethical issues in a classroom setting;
 - b) Making available to the school, faculty, and students a variety of law related education;
 - c) Working in cooperation with the principal and faculty to coordinate and develop delinquency prevention programs, anti-crime programs, and school emergency plan;
2. Make arrangements with the Crime Prevention Officer to assist in crime prevention strategies and/or presentations for parents, students, faculty and the community.
3. Provide individual mentoring to students, and become familiar with local youth related service providers.
4. Explain the law enforcement role in society, and serve as a viable, active law enforcement figure at schools, dealing specifically with law enforcement matters that originate at the school, or involve students in the immediate proximity of the school.
5. Have the option to serve as a resource to students that will enable them to be associated with law enforcement in the student's environment.
6. Serve as a resource to teachers, parents, students and the community and make arrangements and/or schedule conferences for dealing with individual problems or questions, particularly in the area of criminal activity.
7. Appear before Parent Teacher Associations and other groups associated with school(s) to speak on a variety of topics.
8. Be familiar with, devise, and review the schools' emergency crisis plan with the school principal and staff according to school policy and RPD Rules and Regulations.
9. Coordinate all SRO activities with the school(s) principal and/or staff seeking permission, advice and guidance prior to any school(s) programs.
10. Upon request in the school environment, make arrangements for crime prevention presentations as needed.
11. Serve as a crisis intervention officer and mediate disputes in an attempt to learn the cause, and work with students in solving disputes in a non-violent manner.
12. Coordinate and/or be a part of school related functions, sporting events or other activities to maintain the Department's rapport with administrators, faculty, student and parents.
13. To the degree interaction is necessary, treat school visitors respectfully, and in accordance with safety and security protocols and the District Code of Conduct.
14. Not be used to perform duties of school employees (i.e., sentries, lunchroom attendants, hall monitors, bus monitors, security or weapons scanner monitors).
15. If body-worn cameras are in use on School District property, SROs will use body-worn cameras only to the extent allowed by applicable law and

regulations. Said body-worn cameras, if used, should be employed consistent with the Rochester Police Department's body-worn camera policy, and in accordance with the terms of this agreement including any applicable School District policy that does not conflict with RPD policy or collective bargaining agreements. The School District will provide RPD with any School District policy it deems applicable to use of body-worn cameras by SROs on School District property. SROs are encouraged to inform persons that they are recording with a body-worn camera in accordance with the official RPD policy.

16. Upon request, the School District may have view-only access to SRO body-worn camera footage pertaining to incidents on School District property unless RPD determines that such access would impair an ongoing law enforcement investigation, criminal prosecution, or would be contrary to any applicable laws, rules or regulations. Such access will be subject to any redactions required by law, policy, or contract. The City will perform redactions at the School District's request at the established hourly rate of the lowest paid City employee with the expertise to perform the task.

SECTION 4. SRO CRIMINAL INVESTIGATIONS

School District officials are committed to cooperating with police officials and other law enforcement authorities, and in particular with the SROs to maintain a safe school environment. For purposes of this agreement, Rochester Police Officers assigned to School District schools as SROs shall be deemed to have been invited to the schools by the School District, for all purposes within the scope of their assignment.

SROs will comply with all legal requirements in their contact with students and enforcement activities on school premises, including searches, seizures, arrests, and custodial interrogations. If body-worn cameras are in use on School District property, SROs will use body-worn cameras only to the extent allowed by applicable law, regulations and Rochester Police Department policy. The permitted use of said body-worn cameras on School District property will not act as a School District waiver of any School District policy, or any institutional or personal rights of privacy or confidentiality granted under law.

SROs may make arrests without a warrant of students on school premises in compliance with Family Court Act § 305.2 and Criminal Procedure Law Article 140, and may conduct lawful searches and seizures without a warrant.

SROs may arrest or take students into custody on school premises pursuant to a warrant or other court order, and may conduct searches pursuant to a search warrant.

SROs may not without a warrant remove a student from a school building to conduct a custodial interrogation or conduct a custodial interrogation of a student on school premises, about a crime which did not occur on school premises, while the student is properly in attendance at the school, without consent of a parent or legal guardian of the student, nor may they assist other law enforcement officers in doing so without a warrant or consent of a parent or legal guardian of the student.

SROs conducting a criminal investigation on school grounds will immediately contact the school Principal or their designee in all non-emergency situations, or as soon as practicable in emergency situations.

SECTION 5. ROCHESTER CITY SCHOOL DISTRICT CODE OF CONDUCT (Policy 1400)

On June 16, 2016, by Resolution 2015-2016:856, the Rochester City School District Board of Education approved the Rochester City School District Code of Conduct. The parties agree that SROs and other law enforcement officers who interact with students on school grounds and at school activities are partners in advancing the vision and objectives of the Code of Conduct. The parties agree that this SRO agreement aligns with the Code policy content. The parties agree that the presence of SROs on school grounds is to enhance the school environment by assisting staff and students with problems before they negatively affect safety and security or the learning climate and to contribute broadly to students' education.

SECTION 6. OTHER ASSIGNMENTS

- A. The parties agree that from time to time, SROs may be assigned to other duties such as to teams to promote consistent and regular student attendance in School District schools. The parties shall mutually agree to an assignment of an SRO.

SECTION 7. TERM

The term of this Agreement is one year commencing on **July 1, 2019** and ending on **June 30, 2020**.

SECTION 8. FEE AND COVERAGE

The School District agrees to pay and the City agrees to accept as full payment for the work and services performed pursuant to this Agreement:

- A. The total maximum fee payable under this Agreement shall be One Million Five Hundred Sixty Thousand Thirty-Two Dollars (\$1,560,032).
- B. Fee allocation and coverage. The approximate proportional allocation of the total maximum fee between the summer session and school year is based on the following assignments of SROs and Sergeants (Coverage Days):
 - 1. Summer session \$ \$97,792 – 160 Coverage Days for the 2019 summer session based on the assignment of 4 SROs and 1 Sergeant (Supervisor) for each of 32 days.
 - 2. School year \$1,461,990 – 2,392 Coverage Days based on the assignment of 12 SROs and 1 Sergeant (Supervisor) for each of the 184 days student days on the School District's approved 2019 -20 calendar.

C. The City shall bill the School District in January 2020 and July 2020 for the total maximum fee payable in section 8A in two equal installments, provided, however, that an installment payment shall be reduced as follows if there is a failure to meet a Coverage Day requirement specified in section 1B herein:

1. if the January 2020 absence report required in section 1C1 indicates summer school absences that cause the actual number of summer session Coverage Days worked to fall short of the number of Coverage Days specified in section 8B1, the City shall inform the School District and the City shall reduce the amount of the first installment bill by a percentage of the summer session fee allocation in section 8B1 that matches the percentage of required summer session Coverage Days that were missed; and
2. if the final absence report required in section 1C2 indicates school year absences that exceed Fifteen Percent (15%) of the number of school year Coverage Days provided for under section 8B2, the City shall inform the School District and the City shall reduce the amount of the second installment bill by that percentage of the school year fee allocation in section 8B2 that matches the number of percent by which the missed Coverage Days exceeds Fifteen Percent (15%) of the required Coverage Days specified in section 8B2.

If an adjustment is required under either of sections 8C1 or 8C2 herein, the City shall communicate in writing the formula that was used to arrive at the bill adjustment and, if the School District disagrees, the two parties shall negotiate in good faith to settle upon a formula that is equitable and that satisfies this section's fee adjustment requirement.

SECTION 9. PAYMENT

The School District agrees to pay the City within 30 days of receiving each of the two installment bills described in section 8C.

SECTION 10. AUTHORIZED AGENTS

A. The City hereby designates:

Chief of Police
Rochester Police Department
185 Exchange Boulevard
Rochester, New York 14614

B. The School District hereby designates:

General Counsel

Rochester City School District
131 West Broad Street
Rochester, New York 14614

or their authorized representatives in case of absence, as Authorized Agents of the City and of the School District for receipt of all notices, demands, vouchers and other communications and all orders, permissions, and directions pursuant to this Agreement, which shall be sufficiently communicated, given and/or delivered if dispatched by registered or certified mail, postage prepaid, or delivered personally to the authorized agents designated herein. The parties reserve the right to designate other or additional agents upon written notice to the other party which shall be signed by the Authorized Agent of the requesting party.

SECTION 11. DATA RETENTION

The School District shall maintain and collect any and all records of student discipline involving SRO contact in a centralized database to be available for review, inspection and duplication by the City of Rochester with ten (10) days of any written request by the City of Rochester. The City shall comply with any and all privacy laws respecting such records.

SECTION 12. MONITORING

The School District shall establish procedures and protocols for monthly monitoring and review of all disciplinary actions to ensure compliance with applicable laws prohibiting unlawful discrimination. Findings from these reviews shall be set forth in writing by School District and made available to the City of Rochester upon ten (10) days written notice in all disciplinary matters involving SRO contact.

SECTION 13. INDEMNIFICATION

Each of the parties hereby agrees to defend, indemnify and hold harmless the other party and its officers, agents and employees from and against any and all claims, liabilities, obligations, damages, losses and expenses, including attorney fees, incurred by the indemnified party as a result of the negligence, omission, breach, or intentional misconduct of the other party in the performance of the terms of this Agreement.

SECTION 14. CONFIDENTIALITY AND NON-DISCLOSURE

The City acknowledges and agrees that, in the course of providing these services, the City may obtain confidential information and records about the School District, its students and employees, and School District practices and procedures and financial information. The parties agree that they shall comply with all applicable laws, including, but not limited to, the Family Education Rights and Privacy Act ("FERPA"), the Individuals with Disabilities Education Act ("IDEA"), the New York State Education Law and the Health Insurance Portability and Accountability Act ("HIPAA"). The parties further agree to maintain the confidentiality of all such information, and not to disclose any such information, at any time, to any individual or party not bound by this Agreement unless required to do so by law or court order, and shall share such information with each other only if permitted by law. Required disclosures pursuant to the Freedom of Information Law or other applicable law or regulation shall not be considered a breach of this Agreement.

SECTION 15. FINGERPRINTING

The City, its employees, subcontractors, volunteers, or any other individuals associated with the City, providing services under this Agreement, who have any direct student contact, whether alone or with officials or agents of the School District, shall obtain fingerprinting clearance as required by the New York State Department of Education (SED) and provide proof to the School District of such fingerprinting clearance. The City shall not permit any individual who has not satisfied these requirements to have any direct contact with, or provide any services, to any students. The School District may, in its sole discretion, terminate this Agreement where the City has failed to meet the requirements of this Paragraph. The City shall make no demand for, nor be entitled to receive, any additional compensation of any kind for any and all fees and costs for fingerprinting clearance procedures. The City shall immediately notify the School District's Director of Safety and Security and General Counsel in writing if any SRO has been arrested and/or charged with a felony or misdemeanor in any jurisdiction.

SECTION 16. STATUS AS INDEPENDENT CONTRACTOR

The City represents and warrants that it is an independent contractor and shall neither hold itself out as, nor claim to be, an officer or employee of the School District, and further shall not make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the School District. The City shall not use the name "Rochester City School District" nor the logo of the School District on letterhead, business card, or on any promotional material.

SECTION 17. COMPLIANCE WITH ALL LAWS

Both parties agree that during the performance of the work required pursuant to this Agreement, the parties, and all employees working under the City's or School District's direction shall strictly comply with all local, state, or federal laws, ordinances, rules or regulations controlling or limiting in any way the performance of the work required by this Agreement. Furthermore, each and every provision of law and clause required by Law to be inserted in this agreement shall be deemed to be inserted herein, and this Agreement shall be read and enforced as though it were included herein. If, through mistake or otherwise, any such provision is not inserted, or is not properly inserted, then upon the application of either party this Agreement shall be forthwith physically amended to make such insertion or correction.

SECTION 18. EXTENT OF AGREEMENT

This Agreement constitutes the entire and integrated Agreement between and among the parties hereto and supersedes any and all prior negotiations, agreements and conditions, whether written or oral. Any modification or amendment to this Agreement shall be void unless it is in writing and subscribed by the party to be charged or by the party's authorized agent.

SECTION 19. LAW

This Agreement shall be governed by and under the laws of the State of New York. In the event that a dispute arises between the parties, venue for the resolution of such dispute shall be the County of Monroe, New York.

SECTION 20. NO-WAIVER

In the event that the terms and conditions of this Agreement are not strictly enforced by either party, such non-enforcement shall not act as or be deemed to act as a waiver or modification of this Agreement, nor shall such non-enforcement prevent either party from enforcing each and every term of this Agreement thereafter.

SECTION 21. SEVERABILITY

If any provision of this Agreement is held invalid by a court of law, the remainder of this Agreement shall not be affected thereby if such remainder would then continue to conform to the laws of the State of New York.

[Remainder of page intentionally left blank. Signature page follows.]

IN WITNESS WHEREOF, the parties have duly executed this Agreement on the date first written above.

CITY OF ROCHESTER

By: _____
Lovely A. Warren, Mayor

Date: _____

ROCHESTER CITY SCHOOL DISTRICT

By: _____
Terry Dade, Superintendent

Date: _____

DRAFT