

SIRO Program 2020-2021 (Triston Campbell)
AGREEMENT BETWEEN THE
TOWN OF MANLIUS POLICE DEPARTMENT
AND
EAST SYRACUSE MINOA CENTRAL SCHOOL DISTRICT

THIS AGREEMENT is made this 4th day of September, 2020 and is intended for the period of September, 2020 through June 30, 2021 by and between the TOWN OF MANLIUS POLICE DEPARTMENT (hereinafter “POLICE DEPARTMENT”) and the EAST SYRACUSE MINOA CENTRAL SCHOOL DISTRICT (hereinafter “SCHOOL DISTRICT”) as follows:

WHEREAS, the SCHOOL DISTRICT wishes to implement a SCHOOL INFORMATION RESOURCE OFFICER to promote the goal of ensuring a caring, safe, respectful, and orderly learning environment in its schools; and

WHEREAS, the SCHOOL DISTRICT and the POLICE DEPARTMENT desire to establish the terms and scope of duties in this SCHOOL INFORMATION and RESOURCE OFFICER (hereinafter referred to as (“SIRO”)) Agreement the specific terms and conditions of the services to be provided by the said SIROs in the SCHOOL DISTRICT:

NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

Defined terms

For the purposes of this Agreement, the following terms have the meanings listed:

SIRO Supervisor – The POLICE DEPARTMENT employee assigned to supervise the SIRO’s activities.

School Liaison – The SCHOOL DISTRICT employee who is designated as the primary contact for the SIRO and POLICE DEPARTMENT regarding the SIRO’s work.

School grounds – The school grounds shall consist of all buildings and grounds under jurisdiction of the SCHOOL DISTRICT, including but not limited to the high school, the middle school, the elementary school and the school district offices.

1.0 Goals and Objectives

It is understood and agreed that the SCHOOL DISTRICT and the POLICE DEPARTMENT officials share the following goals and objectives regarding the SIRO Program in the schools:

- 1.1 The primary duty of the SIRO is to establish relationships with students and to act as a mentor. The SIRO's law enforcement function is a part of relationship-building with the student body and community.
- 1.2 The SIRO will foster educational programs and activities that increase student knowledge of and respect for the law and the function of law enforcement agencies;
- 1.3 The SIRO will be available to work cooperatively with teachers to assist in developing specialty programs specific to areas of study including but not limited to court procedures, citizenship and forensic science;
- 1.4 The SIRO will conduct criminal investigations with the goals of promoting safety for the school community and establishing a deterrent to delinquent student behavior and promoting and ensuring the safety of the students, faculty and administration of the SCHOOL DISTRICT;
- 1.5 The SIRO will work with school administrators to identify and address safety issues within the schools;
- 1.6 The SIRO will serve as a mentor and role model for students attending school in the SCHOOL DISTRICT.

2.0 Employment and Assignment of School Resource Officers

- 2.1 The SIRO shall be an employee of the POLICE DEPARTMENT and shall be subject to the administration, supervision and control of the POLICE DEPARTMENT. Such administration, supervision and control is subject to the terms and conditions of this Agreement, as long as those terms do not compromise the Town's Employer/Employee relationship.
- 2.2 The POLICE DEPARTMENT agrees to provide and to pay the SIRO's salary and employment benefits in accordance with the applicable salary schedules and employment practices of the POLICE DEPARTMENT. The SIRO shall be subject to all other personnel and practices of the POLICE DEPARTMENT. Such policies or practices may have to be modified to comply with the terms and conditions of this Agreement, as long as those terms do not compromise the Town's Employer/Employee relationship.
- 2.3 The parties shall use a collaborative process in the assignment of a SIRO. Both parties shall have the right to attend and participate in candidate interviews. The POLICE DEPARTMENT shall select three finalists from the candidate pool and the SCHOOL DISTRICT shall select the candidate to be assigned.
- 2.4 The POLICE DEPARTMENT shall notify the SCHOOL DISTRICT within 24 hours of the termination of the services of a SIRO assigned to the SCHOOL DISTRICT. The SCHOOL DISTRICT has the right to refuse the services of a

particular SIRO and shall provide the POLICE DEPARTMENT with 24 hours notice of its intent to do so. Upon such notice by either party, the parties shall meet and confer within 48 hours of such notice to discuss the replacement of the SIRO.

- 2.5 The POLICE DEPARTMENT shall hold the SCHOOL DISTRICT free, harmless and indemnified from and against any and all claims, suits or causes of action arising out of allegations of unfair or unlawful employment practices brought by SIROs.
- 2.6 In the event an SIRO is absent from work, the SIRO shall notify both his supervisor in the POLICE DEPARTMENT and the principal of the school to which the SIRO is assigned on that particular day. To the extent possible, the POLICE DEPARTMENT shall provide an interim replacement
- 2.7 The relationship of the POLICE DEPARTMENT to the SCHOOL DISTRICT shall be that of independent contractor and neither party shall be an agent of or otherwise have authority to bind the other party.

3.0 Payment Terms and Duty Hours

- 3.1 The SIRO's regular duty shall be 40 hours per week for **186** days, and the schedule of these hours shall be set by mutual agreement between the SCHOOL DISTRICT and the POLICE DEPARTMENT. The SCHOOL DISTRICT may contract for additional service days beyond the required 186 days at the per diem rate.
- 3.2 The SCHOOL DISTRICT shall pay the POLICE DEPARTMENT for the services of the SIRO at a **per diem rate of \$ 536.05** for school year 2020-21. The SCHOOL DISTRICT will pay the POLICE DEPARTMENT at this per diem rate based upon the actual service of the SIRO.
- 3.3 From time to time the SIRO may be required to work more than the 8 hours of regular scheduled duty in a given day. In such instances, the additional time worked by the SIRO shall be credited as "school comp time" or overtime. The choice of either school comp time or overtime shall be at the discretion of the SIRO. School comp time may be used to offset days where the SIRO is scheduled to work, but does not have to report due to the closing of school. The maximum amount of comp time that may accumulate at any one time is 40 hours. At the end of the school year, any school comp time that has not been utilized by the SIRO shall be converted to overtime or carried forward into the next school year based upon the SIRO's request. Authorized overtime shall be billed at a rate of **\$ 59.84 per hour for the 2020** calendar year and at **\$ 61.34 per hour for the 2021** calendar year.

- 3.4 The SIRO shall be on duty upon the school grounds fifteen minutes before the beginning of the student instructional day and shall remain on duty for eight (8) hours unless this schedule modified by the mutual agreement between the POLICE DEPARTMENT and the SCHOOL DISTRICT, or the Principal of the building to which the SIRO is assigned on a given day.
- 3.5 It is understood and agreed that time spent by the SIRO attending court related to juvenile and/or criminal cases arising from and/or out of their employment as an SIRO shall be considered as hours worked under this Agreement.
- 3.6 In the event of an emergency the SIRO may be ordered by the POLICE DEPARTMENT to leave school grounds during normal duty hours as described above to perform other services for the POLICE DEPARTMENT. In such instances, the time spent by the SIRO away from the school grounds shall not be considered billable time by the POLICE DEPARTMENT.
- 3.7 For school vacations, holidays and other times when school is not in session and/or the SIRO is not required to be on school grounds, the officer may take available leave balances, or report to the SIRO supervisor for reassignment.

4.0 Basic Qualifications of the School Information and Resource Officers (SIRO)

To be an SIRO, an officer must first meet all of the following basic qualifications:

- 4.1 Shall be a sworn officer and should have a minimum of five years of law enforcement experience;
- 4.2 Shall possess a sufficient knowledge of the applicable Federal and State laws, Town and County ordinances, and Board of Education policies and regulations;
- 4.3 Shall be capable of conducting in depth criminal investigations;
- 4.4 Shall possess even temperament and set a good example for students; and
- 4.5 Shall possess communication skills that would enable the officer to function effectively within the school environment.

5.0 Duties of School Resource Officer

- 5.1 To assist school officials with the enforcement of Board of Education Policies and Administrative Regulations regarding student conduct and to provide usual and customary police services to the SCHOOL DISTRICT. The role of school discipline shall remain with the SCHOOL DISTRICT administration.
- 5.2 To counsel public school students in special situations when requested by the Principal or the principal's designee or by the parents of a student;

5.3 To answer questions and conduct classroom presentations for students in law-related fields;

5.4 To perform such other duties as the parties may agree from time to time.

6.0 Chain of Command

6.1 As employees of the POLICE DEPARTMENT, the SIRO shall follow the chain of command as set forth in the POLICE DEPARTMENT Policies and Procedure Manual, except where such procedures conflict with the policies of the Board of Education of the SCHOOL DISTRICT. It is expressly recognized and acknowledged by the SCHOOL DISTRICT that policies of the Board of Education cannot supersede the SIRO's duty to act in accordance with state and federal law.

6.2 In the performance of the duties described herein, the SIRO shall regularly coordinate and communicate with the principal or the principals' designee of the schools to which they are assigned. The principal or designee shall contact the SIRO Supervisor assigned by the POLICE DEPARTMENT for such purpose in the event of any question regarding the performance of duties by an SIRO.

7.0 Training/Briefing

7.1 The SIRO may be required by the POLICE DEPARTMENT to attend monthly training and briefing sessions. These sessions will be held at the direction of the POLICE DEPARTMENT Operations commander. Briefing Sessions will be conducted to provide for the exchange of information between the department and the school liaison.

7.2 The SCHOOL DISTRICT and the POLICE DEPARTMENT shall schedule training for the SIRO in Board of Education Policies, regulations and procedures, including the Code of Conduct for students and others and the programs and practices of the SCHOOL DISTRICT regarding student discipline.

8.0 Dress Code

8.1 The SIRO shall work primarily in either a departmental issued uniform or plain clothes business attire while on duty. The decision regarding the attire to be worn shall be made in consultation between the parties.

9.0 Supplies and Equipment

9.1 Motor vehicles. The POLICE DEPARTMENT shall provide a vehicle for the SIRO. Beginning in 2017, newly assigned vehicles shall be marked in the same manner as patrol vehicles assigned to the Field Services Section.

- 9.2 Office Supplies. The SCHOOL DISTRICT agrees to provide each SIRO with the usual and customary office supplies and forms required in the performance of their duties. In addition, the SIRO shall be provided a private office within the school that is accessible by the students. The SIRO shall also be provided by the SCHOOL DISTRICT a computer, printer and access to a private fax machine for confidential intelligence sharing with other POLICE DEPARTMENT personnel, and a communication device.
- 9.3 Body Worn Camera (BWC). Body worn cameras are a common law enforcement tool and are utilized by all TMPD patrol officers. A BWC will be utilized by the SIRO; in the school setting the SIRO shall have the discretion to record contacts when they consider it to be in the best interest of the student, staff, school administrators or the SIRO. The SIRO's decision shall take into account the privacy interests of those subjects who are being recorded.

10.0 Transporting Students

- 10.1 It is agreed that SIROs shall transport students in their vehicles when the students are victims of a crime, under arrest, or some other emergency circumstance exists.
- 10.2 If circumstances other than an arrest require that the SIRO transport a student, then an effort shall be made to have a school administrator accompany the officer and the student in the vehicle. When a school administrator is not available the SIRO shall record the transport using a body worn camera.
- 10.3 Students shall not be transported to any location unless it is determined that the student's parent, guardian or custodian is at the destination to which the student is being transported. The SIRO shall not transport students in their personal vehicles.
- 10.4 The SIRO shall notify the building principal before moving a student from the school grounds.

11.0 Access to Education Records

- 11.1 School officials shall allow SIROs to inspect and copy any public records maintained by the school that is permissible by law.
- 11.2 If some information in a student's cumulative record is needed in an emergency to protect the health or safety of the student or other individuals, school officials may disclose to the SIRO that information which is needed to respond to the emergency situation based on the seriousness of the threat to someone's health or safety; the need of the information to meet the emergency situation and the extent to which time is of the essence.

- 11.3 If confidential student records information is needed, but no emergency situation exists, the information may be released only upon the issuance of a search warrant or subpoena to produce the records, or as may otherwise comply with the Family Educational Rights and Privacy Act (FERPA).
- 11.4 Pursuant to FERPA, the SCHOOL DISTRICT hereby designates each SIRO as the District's "law enforcement unit" for the purpose of enforcing any Federal, State or local law and maintaining the physical security and safety of the schools to which they are assigned, and as such shall have access to student education records as appropriate in order to carry out their SIRO duties.

12.0 Term of Agreement

- 12.1 The term of this agreement is one year commencing on July 1, 2020 and ending on June 30, 2021. The Agreement may be renewed and extended annually by the written agreement of both the SCHOOL DISTRICT and the POLICE DEPARTMENT. Written notice of intent to extend the Agreement must be sent by each party no later than June 1st of the current year.
- 12.2 In the event that the SCHOOL DISTRICT opts not to extend the Agreement in a given year, it shall remain responsible to pay the per diem charges that would otherwise have been due for the months of September and October of the succeeding year.

13.0 Insurance and Indemnification

- 13.1 The POLICE DEPARTMENT shall maintain in full force and effect during the term of this Agreement a comprehensive liability insurance policy with coverage that is consistent with police department policies and procedures.
- 13.2 Without waiving any defenses, the POLICE DEPARTMENT agrees to, at its sole cost and expense, indemnify, protect, defend and hold the SCHOOL DISTRICT harmless against any and all damages, losses, liabilities, obligations, penalties, claims, litigation, demands, defenses, judgments, suits, actions, proceedings, costs, disbursements and/or expenses (including reasonable attorney's fees) arising out of the performance of the SIRO's authorized duties as a police officer. The SCHOOL DISTRICT shall provide notice to the POLICE DEPARTMENT within twenty (20) days of obtaining the same, of any potential claim or action which, if decided adversely to the SCHOOL DISTRICT, would cause the SCHOOL DISTRICT to suffer or incur loss or expense.
- 13.3 Without waiving any defenses, the SCHOOL DISTRICT agrees to, at its sole cost and expense, indemnify, protect, defend and hold the POLICE DEPARTMENT harmless against any and all damages, losses, liabilities, obligations, penalties, claims, litigation, demands, defenses, judgments, suits, actions, proceedings, costs, disbursements and/or expenses (including reasonable attorney's fees) arising out of the performance of the SIRO'S authorized duties as solely directed

by school personnel and not pursuant to or in contravention of the SIRO's law enforcement duties. The POLICE DEPARTMENT shall provide notice to the SCHOOL DISTRICT within twenty (20) days of obtaining the same, of any potential claim or action which, if decided adversely to the POLICE DEPARTMENT, would cause the POLICE DEPARTMENT to suffer or incur loss or expense.

14.0 Evaluation

It is mutually agreed that the SCHOOL DISTRICT shall annually evaluate the SIRO Program and the parties agree that an exchange of data related to the SIRO's performance shall be a part of the annual evaluation process.

15.0 Protection of Confidential Data

The Town shall provide their 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 "Confidential Data") in accordance with the requirements articulated under Federal, New York State and local laws and regulations, including but not limited to the foregoing:

- (a) The Town will adopt technologies, safeguards and practices that align with the NIST Cybersecurity Framework.
- (b) The Town will comply with the School District Data Security and Privacy Policy, Education Law § 2-d, and 8 NYCRR §121.
- (c) The Town will limit internal access to personally identifiable information to only those employees or sub-contractors that need access to provide the contracted services.
- (d) The Town will not use the personally identifiable information for any purpose not explicitly authorized in this Agreement.
- (e) The Town will not disclose any personally identifiable information to any other party without the prior written consent of the parent or eligible student, unless otherwise authorized pursuant to applicable law.
- (f) The Town will maintain reasonable administrative, technical and physical safeguards to protect the security, confidentiality and integrity of personally identifiable information in its custody.
- (g) The Town will use encryption to protect personally identifiable information in its custody while in motion or at rest.
- (h) The Town will not sell personally identifiable information nor use or disclose it for any marketing or commercial purpose or facilitate its use or disclosure by any other party for any marketing or commercial purpose or permit another party to do so.
- (i) In the event the Town engages a subcontractor to perform their contractual obligations, the data protection obligations imposed on the Town shall apply to the subcontractor.

16.0 Data Breach

In the event that Confidential Data is accessed or obtained by an unauthorized individual, the Town shall provide notification to the School District without unreasonable delay and not more than seven calendar days after the discovery of such breach. The Town shall follow the following process:

- (a) 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 affected; an estimate of the number of records affected; a brief description of the Town’s investigation or plan to investigate; and contact information for representatives who can assist the School District with additional questions.
- (b) The Town 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.”
- (c) Where a breach or unauthorized release of Confidential Data is attributed to Contractor, and/or a subcontractor or affiliate of the Town, The Town shall pay for or promptly reimburse the School District for the cost of notification to parents and eligible students of the breach.
- (d) The Town shall cooperate with the School District and law enforcement to protect the integrity of investigations into the breach or unauthorized release of Confidential Data.
 - i. The name and contact information of the reporting School District subject to this section.
 - ii. A list of the types of personal information that were or are reasonably believed to have been the subject of a breach.
 - iii. If the information is possible to determine at the time the notice is provided, then either (1) the date of the breach, (2) the estimated date of the breach, or (3) the date range within which the breach occurred. The notification shall also include the date of the notice.
 - iv. Whether the notification was delayed as a result of a law enforcement investigation, if that information is possible to determine at the time the notice is provided.
 - v. A general description of the breach incident, if that information is possible to determine at the time the notice is provided.
 - vi. Information about what the agency has done to protect individuals whose information has been breached.
 - vii. Advice on steps that the person whose information has been breached may take to protect himself or herself.
- (e) The Town further acknowledges and agrees to have a written incident response plan that reflects best practices and is consistent with industry standards and federal and state law for responding to a data breach, breach of security, privacy incident or unauthorized acquisition or use of Protected Data

or any portion thereof, and agrees to provide Client, upon request, with a copy of said written incident response plan.

IN WITNESS WHEREOF, the parties hereto have caused this Operations Agreement to be executed the day and year first written above.

EAST SYRACUSE MINOA CENTRAL SCHOOL DISTRICT

By: _____
Dr. Donna J. DeSiato, Superintendent of Schools

TOWN OF MANLIUS

By: _____
Edmond J. Theobald, Supervisor

MANLIUS POLICE DEPARTMENT

By: _____
Michael J. Crowell, Chief of Police