

Attachment "C"

MEMORANDUM OF UNDERSTANDING

WHEREAS, pursuant to Education Law §2801-a and Commissioner's Regulation §155.17, a school district that employs, contracts with, or otherwise retains law enforcement or security personnel, including school resource officers, is required to establish a written contract or memorandum of understanding: (1) defining the relationship between the school district, school personnel, students, visitors, law enforcement, and/or security personnel; (2) defining law enforcement and/or security personnel's roles, responsibilities and involvement within a school; and (3) clearly delegating the role of school discipline to the school administration; and

WHEREAS, pursuant to Education Law § 2801-a and Commissioner's Regulation § 155.17, the District and Wisdom Protective Services have entered into discussions regarding the role of Wisdom Protective Service's security personnel, including, but not limited to, the areas of responsibility of school personnel, security personnel and law enforcement in response to student misconduct that violates the District Code of Conduct and have received stakeholder input regarding same;

NOW, THEREFORE, IT IS HEREBY AGREED, by and between the District and Wisdom Protective Services as follows:

1. The function of Wisdom Protective Services personnel is to provide a safe and secure campus environment for students, staff and visitors, as well as to prevent and/or report violations of the law and/or the District's Code of Conduct by students, staff and/or visitors.

2. Wisdom Protective Services personnel shall continue to be responsible for the provision of security in the District's schools as set forth in the current agreement between the parties, which is incorporated by referenced into this Memorandum of Understanding. Such security functions include, but are not limited to, visitor control, patrol of school buildings/grounds/fields/property, making recommendations on security needs/security improvements/safety concerns, detecting hazards, safeguarding District property, preventing and reporting criminal activity, preventing and reporting violations of the District Code of Conduct, and emergency response.

3. Wisdom Protective Services personnel shall take reasonable and appropriate measures to mitigate immediate threats of harm to students, visitors, and/or staff members, including but not limited to providing emergency safety instructions to individuals on school property and summoning law enforcement personnel. Requests for law enforcement assistance should be made after consultation with building-level administrators. If consultation is impracticable, Wisdom Protective Services personnel shall notify an administrator of a request for law enforcement involvement as soon as possible after such a request is made.

4. Wisdom Protective Services personnel shall not be responsible for disciplining students, whether for violations of law or the District's Code of Conduct. The District and its administration are solely responsible for disciplining students. While Wisdom Protective

Services personnel may be responsible for taking appropriate action to prevent or stop criminal activity or violations of the District's Code of Conduct, any student involved in such criminal activity or violations of the District's Code of Conduct shall be escorted or reported to the school administration, which shall determine and mete out the appropriate discipline.

5. Wisdom Security Services personnel may refer low-level, non-violent criminal activity to law enforcement personnel only upon the directive of a building-level administrator, the Superintendent of Schools, or other designated individuals.

6. At the request of a building-level administrator, the Superintendent of Schools, or other designated individual, Wisdom Security Services personnel may participate in searches, investigations, and investigative questioning of students. At all times during searches, investigations, or questioning of students, Wisdom Security Services will act only upon the directions of a building-level administrator, the Superintendent of Schools, or other designated individual. Wisdom Security Services personnel will strictly adhere to the District's student search policy at all times. No search will exceed the scope permitted by the District.

7. The District shall be responsible for student Code of Conduct violations and routine disciplinary violations. All Wisdom Security Services personnel shall read and understand the District's Code of Conduct, but shall not have the authority to administer discipline against students. All student disciplinary violations should be reported to building-level administrators, the Superintendent of Schools, or other individuals designated by the District.

8. Wisdom Security Services personnel are not empowered to forcibly detain or arrest individuals on school property.

9. While on duty, the primary District point of contact for Wisdom Protective Services personnel is the **Building Principal** of the school building to which the employee is assigned. In the absence of the Building Principal, the secondary point of contact shall be the Superintendent or other designated administrator or staff member.

10. A representative from Wisdom Protective Services will serve as a member of the District-side safety team as well as the building-level safety teams.

11. Wisdom Security Services personnel shall confer with building-level administrators, the Superintendent of Schools, or other designated individuals as necessary to develop plans and strategies designed to prevent and/or minimize dangerous situations on school property or involving students at school-related activities.

12. Wisdom Security Services personnel shall be familiar with the District-wide school safety plan and, as required, the building-level emergency response plans. During emergency incidents, Wisdom Security Services personnel may act as liaisons between school administration, law enforcement personnel, and other emergency resources.

13. The rights, responsibilities and expectations for behavior for students, the expectations of the District's staff (including the administration) in relation to students, and the

expectations of behavior for visitors/members of the public while on District property are set forth in the District's Code of Conduct, which is incorporated by reference into this Memorandum of Understanding. Wisdom Protective Services shall be cognizant of such rights, responsibilities and expectations in providing its contracted security services to the District and shall act in accordance with the District's Code of Conduct.

14. The Building Principal of each school will have primary oversight responsibility for Wisdom Security Services personnel assigned to his or her school. Building Principals shall report any issues involving Wisdom Security Services personnel, or the provision of security services by such personnel, to the Superintendent of Schools or designee.

15. Wisdom Security Services personnel shall respect student privacy rights, and shall ensure all personally identifiable information pertaining to students remains confidential pursuant to District policy, New York state law, and the Family Educational Rights and Privacy Act ("FERPA").

16. Wisdom Security Services shall provide the District with a description of the minimum job qualifications its employees providing security services to the District must meet, the training program such employees must pass, and the mandatory certifications such employees must possess.

17. Wisdom Security Services personnel shall provide information necessary to fill out relevant sections of any incident reporting forms, use of force reports, or other required District paperwork or records relating to security incidents in which such Wisdom Security Services personnel were involved.

18. Wisdom Security Services shall make its personnel available, as required, to provide witness testimony as part of internal investigations, student disciplinary proceedings, and any other legal actions or proceedings involving the District.