

INTER-MUNICIPAL AGREEMENT

THIS AGREEMENT made and entered into this ___ day of _____, 2017, between the TOWN OF MARLBOROUGH, a municipal corporation of the State of New York, with offices at 21 Milton, New York, 12547, hereinafter referred to as "Town," and the MARLBORO CENTRAL SCHOOL DISTRICT, a public school district under the laws of the State of New York, with offices at 21 Milton Turnpike, Milton, New York 12547, hereinafter referred to as "School District."

W I T N E S S E T H:

WHEREAS, the Town presently maintains the police department with full and part-time police officers; and

WHEREAS, the School District is a school district under the laws of the State of New York; and

WHEREAS, the Town and the School District wish to enter into an Inter-Municipal Agreement, pursuant to the provisions of Section 119-o of the General Municipal Law, to provide for a School Resource Officer (hereinafter referred to as "SRO") who shall be a police officer of the Town, assigned to the School District, pursuant to the terms and conditions hereinafter set forth; and

NOW, THEREFORE, IT IS HEREBY AGREED, by and between the Town and School District as follows:

1. The Town and School District agree to fund a program involving an SRO who is a member of the Town of _____ Police Department. The SRO may be assigned to any location within the District including buildings and athletic fields.
2. The salary and benefits of the SRO, both statutory and by collective bargaining agreement, will be paid by the Town. At all times during the term of this agreement, the SRO shall remain an employee of the Town of _____ Police Department, and shall not be an employee of the School District. The School District and the Town of _____ acknowledge that the SRO shall remain responsive to the chain of command of the Town of _____ Police Department. As the employer, the Town will: (i) maintain all necessary personnel and payroll records for the SRO; (ii) calculate his/her wages and withhold taxes and other government mandated charges, if any; (iii) remit such taxes and charges to the appropriate government entity; (iv) pay net wages and fringe benefits, if any, directly to the SRO; (v) provide Workers' Compensation and insurance

coverage in the amount as required by law; and (vi) provide disability insurance and unemployment insurance to the extent required by law.

3. In connection with the performance of this Agreement, the Town and School District will comply with all applicable laws, regulations and orders, including, but not limited to, equal employment opportunity laws and regulations, the Fair Labor Standards Act, as well as the Education and Labor Law of the State of New York.
4. The Town will assure that it will abide by federal and state confidentiality statutes, including, but not limited to, the Family Educational Rights and Privacy Act (“FERPA”) and New York Education Law § 2-d, to the same extent that it must be complied with by the School District. The Town shall execute and affix to this Agreement as an addendum the Parents’ Bill of Rights for Data Privacy and Security and its Appendix, as applied to student data. The obligation to preserve the confidentiality of student information shall survive the termination of this Agreement.
5. The Town agrees to defend and indemnify the School District against any claims arising out of the discharge of an SRO’s duties and responsibilities pursuant to this Agreement, except when such claims arise solely out of the conduct of the District.
6. The School District will make payments to the Town as follows:
 - (a) For the period September 1, 2019 through June 30, 2020, the Town shall be paid \$_____;
 - (b) For each successive yearly period beginning September 1 and ending June 30 of the following year, for the term of this Agreement and any renewal period, the Town shall be paid a prorated amount equal to the cost of salary and benefits (i.e., _____) for the police officer assigned as the SRO for 180 days of service, i.e. 180 work days, but in no event shall this amount exceed \$_____ per each yearly period;
 - (c) The Town will receive the payments set forth in (a) and (b) above in monthly installments. The monthly installments shall be made by the School District within fifteen (15) days from the receipt of an invoice from the Town;
 - (d) All costs related to the training of the SRO, including training, travel, food and lodging expenses, shall be reimbursed by the School District to the Town of _____ in accordance with the School District’s reimbursement policy; and

- (e) The payment of overtime and costs related to the SRO's performance of duties falling outside the scope of those defined in paragraph 8 below shall not be governed by this Agreement.
7. The SRO will work at least an eight hour shift a day, begin work at approximately 7:15am, and shall work for 180 days at the school district, including all days when students are in attendance.
 8. The parties shall mutually agree upon the individual assigned as SRO.
 9. An SRO's responsibilities shall include: (a) investigating criminal activities and enforcing criminal laws and ordinances on or adjacent to District property; (b) advising school administrators, school safety committees and building response teams in an effort to enhance safety on or near District property and at school-related events; (c) coordinating safety drills; (d) presenting law-related material at district-wide conferences/superintendent days; (e) providing support to school administrators in an effort to counsel students suspected of criminal conduct; (f) attending parent and faculty meetings to promote awareness of law enforcement functions and the SRO program; (g) attending school functions. The SRO shall not act as a school disciplinarian. School discipline will be the prerogative of the school administration and the SRO's involvement will be solely with regard to safety issues as determined by the school administration. The District will attempt to notify the SRO of any criminal activities on or adjacent to District property.
 10. The SRO shall not take contractual leave time during the instructional year without prior written approval from the Superintendent of Schools. In the event that the SRO is absent during the instructional year, the Town will use its best efforts to provide the District with coverage equivalent to that which was previously being provided to it.
 11. The School District shall provide the full-time SRO the following materials and facilities deemed necessary to the performance of the SRO's duties with the Marlboro Central School District, with the Marlboro High School to be considered the SRO's base school and the office facilities outlined below to be provided at such school:
 - (a) Access to a private office which shall contain a telephone which may be used for general business purposes;
 - (b) A location for files and records that can be properly locked and secured;
 - (c) A desk with drawers, a chair, work table, filing cabinet and office supplies; and

- (d) Access to a computer.
- 12. The School District, the Town, the Chief of Police and their agents and employees agree to cooperate in good faith in fulfilling the terms of this Agreement. Unforeseen difficulties or questions will be resolved by negotiation between the Superintendent, the Supervisor, and the Chief of Police, or their designees.
- 13. This Agreement, and each and every covenant herein, shall not be capable of assignment, unless the express written consent of the School District and Town Supervisor is obtained.
- 14. Any modification of this Agreement must be in writing and executed with the same formality as the Agreement herein.
- 15. Either party, upon sixty (60) days notice to the other, may terminate this Agreement, in whole or in part, when a party deems it to be in its best interest. In such event, the Town will only be entitled to the payment for services already rendered under this Agreement prior to the effective date of termination.
- 16. This Agreement is effective for the period September 1, 2019 to June 30, 2022. At the end of this period, this Agreement shall renew automatically for an additional year unless terminated in accordance with paragraph 15 above.
- 17. This Agreement shall not become effective until approved by a majority vote by the Town Board of the Town of _____ and a majority vote of the School Board for the Marlboro Central School District.

Dated: _____ MARLBORO CENTRAL SCHOOL DISTRICT

BY: _____
Michael Brooks, Superintendent of Schools

Dated: _____ TOWN OF _____

BY: _____

ADDENDUM TO INTERMUNICIPAL AGREEMENT BETWEEN
TOWN OF MARLBOROUGH
AND
MARLBORO CENTRAL SCHOOL DISTRICT

PARENTS' BILL OF RIGHTS FOR DATA PRIVACY AND SECURITY*

The privacy and security of personally identifiable student data is of paramount importance. A student's personally identifiable information cannot be sold or released for any commercial purposes. State and federal laws protect the confidentiality of students' personally identifiable information, and safeguards associated with industry standards and best practices, such as encryption, firewalls, and password protection, must be in place when such data is stored or transferred.

Consistent with the adoption by the New York State Legislature of the Common Core Implementation Reform Act of 2014, all parents have the following rights:

- To inspect and review the complete contents of their child's education record, as defined in the District's Student Records policy;
- To access a complete list of all student data elements collected by the State, which is available for public review at:

<http://www.p12.nysed.gov/irs/sirs/documentation/NYSEDstudentData.xlsx>

or by writing to the Office of Information & Reporting Services, New York State Education Department, Room 863 EBA, 89 Washington Avenue, Albany, NY 12234;

- To have complaints about possible breaches of student data heard and determined. Complaints should be directed in writing to the Chief Privacy Officer, New York State Education Department, 89 Washington Avenue, Albany, New York 12234, or by email to the Chief Privacy Officer at CPO@mail.nysed.gov.

*In the event the Commissioner of Education issues an enhanced Bill of Rights and/or promulgates regulations setting forth additional elements to be included in the Parents' Bill of Rights, the Marlboro Central School District reserves the right to revise this document accordingly.

APPENDIX TO PARENTS' BILL OF RIGHTS

1. ***Exclusive Purposes for which Student Data Will Be Used.*** Use of student data under this Agreement will be limited to that necessary for the Town/School Resource Officer (“Provider”) to perform the services referenced in the Agreement. Such services include, but are not limited to, the necessary review of student educational records.
2. ***Protective Measures Regarding Third Parties.*** Provider will ensure that any subcontractor or other person or entity with whom Provider shares student data is directed to consult the Parents’ Bill of Rights for Data Privacy and Security posted on the District’s website.
3. ***Storage of Data.*** Provider will maintain reasonable safeguards to protect the security, confidentiality, and integrity of personally identifiable information, as applied to student data, within its custody, including password protection and email archiving (for information stored digitally) and manual lock and key (for physical copies of such information).
4. ***Expiration of Agreement.*** This Agreement expires June 30, 2022, subject to the renewal period set forth in paragraph “16,” unless extended by the parties by mutual agreement in accordance with the terms of the Agreement. Upon expiration of this Agreement, Provider will ensure that all student data is returned to the District. Provider will also ensure that all emails containing personally identifiable student information are returned to the District and deleted from the Provider’s email accounts.
5. ***Parental Challenge to Accuracy of Data.*** In the event a parent, student, or eligible student wishes to challenge the accuracy of the student data collected by Provider, such parent, student, or eligible student shall have an opportunity for a hearing to challenge the content of the student records, in accordance with the District’s Student Records Policy.

Provider acknowledges that they have received the Parents’ Bill of Rights and understand their legal obligations as provided therein.

TOWN OF _____

By: _____ Dated: _____

MARLBORO CENTRAL SCHOOL DISTRICT

By: _____ Dated: _____