

This memorandum of understanding (MOU) is dated _____ by and between the Village of Elmira Heights (The Village) and the Elmira Heights School District. This MOU details the duties and obligations of the School District and the Village in regards to a Village Police Officer being assigned to the school system, as their sole job. This position is referred to as a School Resource Officer (SRO).

This MOU shall commence on _____ and will terminate on _____. The agreement shall renew each year for a period of _____ years unless canceled by either party by written notice at least 30 days prior to September 1st of each year.

The Village obligations are as follows:

1. The Village shall provide a sworn and certified law enforcement officer with Peace Officer Status, for the SRO position to cover all three schools in the Elmira Heights District.

2. . The SRO may assist in:

- Community outreach, truancy reduction, drug education and prevention services
- Educating students about NYS Law and Law Enforcement
- Facilitate mediation (as agreed upon by parties).
- Conflict resolution (student to student, student to teacher, parent to teacher, student to parent)
- Campus security. This will be through an active visible patrol to deter violence targeted at students and faculty. This will also be a deterrent against other acts such as vandalism, theft and disorderly behavior.
- **The above duties shall not interfere with the SRO taking law enforcement action at the District**

3. The SRO will be present during regular school hours and the days school is in session. The SRO will attend conferences at the district during Superintendent Conference days if requested to be present.

- There may be times when the district may want to have the SRO present for some school event that does not fall within the hours of a regular school day. An example of this would be a school dance, athletic event, parents night, etc. In these instances the SRO, with pre-approval from a department supervisor, flexes his/her hours to accommodate the district.

4. If the SRO is in absence due to illness or another valid reason (bereavement, emergencies, etc.). The Chief of Police shall make each School Principal aware of his absence and the police department will handle any calls for service within the District.

5. The SRO shall remain on one of the campus's (Thomas Edison or Cohen) unless:

- The SRO is directed to an emergency off campus by the Chief of Police or a department supervisor (extreme situations).
- If a nearby officer needs immediate assistance
- An investigation into something that occurred on campus requires the SRO to leave to further said investigation
- To obtain food
- It is the SRO's opinion he must leave to protect life/property
- There is an administrative need to respond to Elmira Heights Police Headquarters

6. The Village of Elmira Heights will provide a police vehicle for use by the SRO in his/her official capacity.

District Obligations are as follows:

1. District shall cooperate with the Village in order to implement the program

2. The District shall pay the Village \$_____ total for services provided during any term pursuant to this agreement, prorated for any lesser amounts of actual services by the SRO than contemplated in this agreement. The Village shall bill for services on a quarterly basis in advance and the District shall pay within 30 days of presentation of any voucher of an invoice or voucher (at discretion of District)

Mutual Covenants and Restrictions

1. The District and Village (the "Parties") agree and consent to the following covenants and restrictions:

a. Nothing in this MOU shall be construed as creating a partnership between the parties. The relationship between the Parties is that of a Vendor and Vendee.

b. The Parties agree that all personnel provided by the Village pursuant to this agreement shall remain employees of the Village for all purposes, including but not limited to hiring, discipline, termination, seniority, tax withholding, and all other benefits and conditions of employment, and shall be subject to the control and supervision of the Village.

c. Both parties acknowledge that they have had the opportunity to review his MOU with their respective attorney and are prepared to fulfill and comply with all of their respective obligations, duties and covenants contained herein.

d. This MOU shall be governed by the laws of the State of New York. Any disputes relating to this MOU shall be heard in a court of competent jurisdiction having venue in Chemung County.

e. The terms and conditions of this MOU can only be changed in writing executed by both

parties.

The parties agree to comply with the foregoing obligations and acknowledge their consent to the same as indicated by the signatures below.

Elmira Heights Central School District

By: _____
Superintendent

Village of Elmira Heights

Mayor