

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is made and entered into as of September 1, 2019, 2019 by and between the Roosevelt Union Free School District and the Roosevelt Security Employees Unit, United Public Service Employees Union (“the UPSEU”).

WHEREAS, the District’s Security Aides are UPSEU Unit members and hold the Nassau County Civil Service Job title of “Security Aide”; and

WHEREAS, recent amendments to Education Law Section 2801-a and the Commissioner of Education’s Regulations require school districts that employ security personnel to have an agreement developed with stakeholder input defining the relationship among the school district, school personnel, students, visitors, law enforcement and security personnel; defining the security personnel’s roles, responsibilities and involvement within the school district; and delegating the role of school discipline to school administration; and

WHEREAS, Education Law Section 2801-a requires that this agreement be incorporated into and published as part of the District-Wide Safety Plan.

NOW, THEREFORE, the parties agree as follows:

1. This Memorandum was prepared with stakeholder input in accordance with Education Law Section 2801-a.
2. The responsibility for school discipline rests solely with the Board of Education, District-wide and building administration, as well as teachers and other non-security staff, as set forth herein.
3. The Board of Education, Superintendent of Schools, building principals, assistant principals and other non-security staff members (*e.g.*, teachers), as appropriate under the circumstances, are primarily responsible for addressing and responding to student, staff and visitor

misconduct in a manner that is consistent with the District's Code of Conduct and applicable law. When necessary, Security Aides will assist non-security staff members with escorting individuals to a different location on or off school property and contacting local law enforcement.

4. At no time will Security Aides be responsible for imposing school discipline or disciplining students in response to misconduct violating the District's Code of Conduct. Rather, Security Aides will instead refer suspected incidents of student misconduct to the appropriate school building administrator (*e.g.*, a principal or assistant principal), District-wide administrator (*e.g.*, the Superintendent of Schools or Assistant Superintendent) or other non-security staff member (*e.g.*, a teacher) as appropriate under the circumstances.

5. In addition, in accordance with their Nassau County Civil Service job description, Security Aides have the following illustrative responsibilities and duties:

- a. Patrolling and protecting the District's school buildings and grounds.
- b. Timely responding to emergencies that might threaten District property or threaten the health, welfare or safety of the District's students, staff or visitors, and contacting local law enforcement when appropriate.
- c. Periodically touring buildings, grounds and other designated areas and ensuring that doors, windows, and gates are properly secured.
- d. Reporting any unusual conditions or breakdowns in heating, plumbing and electrical systems.
- e. Reporting attempted thefts, entries, vandalism and fires.
- f. Questioning unauthorized personnel and checking vehicles entering District property.

6. Local law enforcement is not responsible for imposing school discipline or disciplining students in response to misconduct violating the District's Code of Conduct. The role of local law enforcement is to respond to criminal matters and matters that threaten the health, welfare or safety of District students, staff or visitors.

7. This Memorandum will not be interpreted as constituting a contract or binding agreement of any type. Instead, this Memorandum merely describes certain roles and responsibilities of the District's Security Aides, other District staff members and local law enforcement regarding school discipline and security.

8. This Memorandum may be executed in one or more counterparts, all of which will be considered one and the same document. This Memorandum may be executed by facsimile or PDF signature, each of which will constitute an original for all purposes.

**ROOSEVELT UNION FREE
SCHOOL DISTRICT**

**ROOSEVELT SECURITY EMPLOYEES
UNIT, UNITED PUBLIC SERVICE
EMPLOYEES UNION**

By: _____
Charlena H. Crutch
President, Board of Education

By: _____

Date: _____

Date: _____