

**PROPOSED MEMORANDUM OF
UNDERSTANDING BETWEEN THE
SYRACUSE CITY SCHOOL
DISTRICT AND THE
CITY OF SYRACUSE POLICE
DEPARTMENT**

THIS AGREEMENT, made this __ day of _____, 2018, by and between the parties CITY OF SYRACUSE (hereinafter, "City"), a municipal corporation of the State of New York, by Ben Walsh, Mayor of the City of Syracuse, and the SYRACUSE CITY SCHOOL DISTRICT (hereinafter, "school district" or "SCSD"), a large city school district established and authorized pursuant to Article 52 of the New York State Education Law, by Jaime Alicea, Superintendent of Schools, as authorized by the SCSD Board of Education, is made in compliance with the Assurance of Discontinuance between the New York State Office of Attorney General and the SCSD dated July 10, 2014;

WHEREAS, the parties to this MOU, agree and acknowledge that the City and the City of Syracuse Police Department (hereinafter, "SPD") were not parties to, nor were these entities a part of any investigation into, the SCSD by the New York State Office of Attorney General, which resulted in the above referenced Assurance of Discontinuance dated July 10, 2014;

WHEREAS, the City is committed to providing safe schools where students can learn and teachers can teach. Effective schooling requires a safe and orderly environment in which learning can occur. Children are our community's most valuable asset, and the safety of students and staff in our school district is a priority shared among the City, the SPD, the SCSD Board of Education, students, staff, parents, and guardians;

WHEREAS, the SPD, in collaboration with the SCSD, has implemented the School Resource Officer (hereinafter, "SRO") Program;

WHEREAS, the parties to this MOU agree that at all times SROs are sworn law enforcement officers employed by the SPD who have a duty and obligation to enforce the laws of the State of New York and at all times are governed by the Rules and Regulations of the SPD;

WHEREAS, the parties agree, recognize, and acknowledge that this MOU is for internal use only and does not enlarge the parties' civil liability in anyway. This MOU should not be construed as creating a higher duty of care, in an evidentiary sense, with respect to any civil or criminal litigation brought against either party, including their employees, contractors or agents. This MOU is to provide operational guideposts. Violations of this MOU, if proven, can only serve as a basis for the parties to this MOU to utilize during non-judicial administrative action in accordance with the laws governing employee discipline or for the parties to this MOU to determine whether to terminate this MOU.

NOW, THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

PURPOSE

The SRO Program is intended to ensure that no student's right to receive an education is abridged by violence or disruption. Student success is the central mission of this law enforcement - educator partnership. When students succeed, the entire community succeeds. Student success contributes to both community safety and a prosperous future for the City. Students who experience success and make positive contributions within their schools become productive citizens in the larger community.

The purpose of this Agreement is to provide for the health, safety, and welfare of Syracuse City School students by providing for partnership programs involving police officers or SROs assigned by the SPD to SCSD Schools (hereinafter, "SRO Partnership").

This MOU is intended to facilitate a clear understanding of the roles, duties, and responsibilities of SROs, School administrators and staff, the scope of their authority, and the responsibilities of SCSD and the SPD in this collaboration. This MOU is being set forth to provide universal clarification of expectations, to minimize confusion, and to provide consistency between SROs, schools, principals, and school staff. The understandings set forth in this MOU establish the framework in which the SRO program operates.

This document sets forth an understanding on the part of the parties involved that schools are meant to be places where students can learn from their mistakes in order to grow into healthy, productive adults. The purpose of this document is to set forth guidelines to ensure that the SPD and the SCSD have a shared understanding of the role and responsibilities of each in maintaining safe schools, improving school climate, and supporting educational opportunities for all students.

SHARED GOALS AND OBJECTIVES OF THE PARTIES

- a. It is understood and mutually agreed that the SCSD and the SPD share the following goals and objectives with regard to the SRO program in the schools;
- b. The SCSD and SPD have a shared goal to reduce justice-system involvement of all students;
- c. The SCSD and the SPD will work together through education and enforcement and by cooperative efforts with the school staff, the students, the parents, the courts, the surrounding neighborhoods, and community's social service organizations- the SRO Partnership strives to assist the schools with providing a safe school and neighborhood environment, and strives to hold juveniles responsible for their actions and prevent individual problems from developing

- into patterns of delinquency;
- d. The SRO Partnership strives to reduce juvenile delinquency by helping students to formulate an awareness of rules, authority, justice and the value of our legal system;
 - e. The SRO Partnership strives to bridge the gap between police officers and young people;
 - f. The SRO Partnership strives to increase and develop positive attitudes between students and law enforcement;
 - g. The SRO Partnership strives to provide assistance and support for crime victims identified within the school setting.

TERM

- a. The term of this MOU shall be for three (3) years between the parties beginning on June 24, 2018 and expiring on June 30, 2021. This agreement may be terminated by the City or the SCSD without cause upon 90 days of written notice of the intention to terminate. This agreement may be terminated by the SPD or the SCSD, with cause, at any time. (See "Termination" section below.)

COST OF THE SRO PROGRAM

- a. The parties shall pay the cost of the SRO Program as set forth in Exhibit A, which is attached hereto and incorporated herein by reference.

EMPLOYMENT OF SROs

- a. SROs are employees of the SPD and are governed by the SPD rules, regulations, and general orders. SROs are police officers and not school teachers, school administrators, or school counselors. As such, SROs shall be subject to the administration, supervision, and control of the SPD.
- b. Although SROs will be working in conjunction with the school staff, SROs will report directly to the SPD assigned sergeant on any administrative matters and will follow the SPD command structure.
- c. SROs are governed and covered by the current Collective Bargaining Agreement between the City and the Syracuse Police Benevolent Association.
- d. The SPD, in its sole discretion, shall have the power to hire, discharge, supervise, transfer, and discipline SROs. The Superintendent of Schools reserves the right to approve or disapprove the initial assignment of an SPD officer to serve as an SRO subject to "c." immediately above.
- e. Although SROs remain employees of the SPD, SROs are required to spend their duty day on the campus of the school(s) they are assigned except as required to perform other assigned duties by the SPD.

- f. The SCSD acknowledges that SROs are required by policy and procedure to perform various tasks throughout the year that may include, but are not limited to: weapons qualification required by the SPD; in-service training required by the SPD; and court appearances.
- g. The SPD will schedule the working hours of the SROs supporting the SRO Partnership, taking into account the school year calendar of the school where each SRO is assigned. The hours of SRO availability will be during normal school hours while the school of assignment is in session with time before and after the school day constituting an eight (8) hour shift. Adjustments outside these regular hours shall be by mutual agreement in writing between school administration and the SPD designee.
- h. The SPD is not obligated to substitute any officer trained pursuant to the terms of this agreement when any regularly scheduled SRO is not available to support the SRO Partnership.
1. The SPD reserves the right to remove or re-assign any SRO in consultation with the Superintendent of Schools.

SELECTION OF SROs / ASSIGNMENTS TO SCHOOLS

- a. All potential SRO officers will go through an interview process.
- b. The Interview Committee that will conduct the interview process will include two senior level SCSD staff members designated by the Superintendent, School Principal, and SPD Supervisor of the Resource Officers.
- c. The Interview Committee will make a recommendation to the Superintendent of Schools.
- d. The Superintendent of Schools will collaborate with the SPD Chief of Police to select the candidate.

SPD RESPONSIBILITIES

- a. Provide SRO supervision.
- b. Provide the SRO with uniforms and equipment.
- c. Follow the agreed upon schedule for deployment of SROs at SCSD schools.
- d. Provide SCSD with weekly updates of arrests on SCSD property to include vital information and a summary as soon as the supervising SRO has assembled that information.
- e. Make the SRO available for District-provided training regarding their role in the School District prior to his/her placement in the SCSD. Such trainings should encourage the SRO to exercise discretion to minimize arrests for minor misbehaviors and use all available diversion programs and other alternatives to arrest. Such trainings may also include topical areas such as child and adolescent development and psychology; age-appropriate responses; cultural competence; restorative justice techniques; special accommodations for students with disabilities; practices proven to improve school climate; and challenges relative to lesbian, gay, bisexual, transgender and questioning

students.

SRO DUTIES

- a. The mission of the SRO is to provide for, and maintain, a safe, healthy and productive learning environment while acting as a positive role model for students in SCSD Schools by working in a cooperative, proactive, problem-solving partnership between the City and the SCSD.
- b. To protect the lives and property of the students, authorized visitors, and staff of SCSD and the citizens of the City.
- c. Enforce all Federal, State, and Local criminal laws, and ordinances.
- d. SRO's assigned school buildings, grounds, and surroundings will be the equivalent of the SRO's patrol area, and she or he assumes primary responsibility for handling all calls for service and coordinating the response of other police resources to the school.
- e. Respond to dispatch calls, make arrests, write reports regarding incidents and arrests, and report certain matters to the local district attorney's office for prosecution.
- f. Under the supervision of the Police Chief or designee, and in coordination with the School Administration, investigate crimes and incidents occurring on and in the vicinity of school grounds.
- g. Provide advice to, answer questions, and assist administrators and faculty in developing safety and security plans, which may include traffic flow, emergency preparedness, and evacuation procedures.
- h. Assist schools in implementing safety plans and provide assistance with safety checklists.
- i. Provide training to school staff, students, parents, and community groups regarding safety issues, such as personal safety, gun safety, and gang awareness.
- j. Develop or expand crime prevention efforts for students, educate potential school-age victims in crime prevention and safety, and answer questions that students may have about state criminal or juvenile laws.
- k. Provide security for school events and functions, in conjunction with school administration and staff.
- l. Participate in parent-teacher meetings when requested and develop and maintain a positive and open relationship with students, administrators, faculty, staff, and parents.
- m. Act as a liaison between the police department, school district, other members of law enforcement agencies, the legal system, emergency personnel, social service agencies, and community groups.
- n. As partners with the SCSD, when appropriate, SROs may assist with resolving law enforcement issues that affect the SCSD and the broader community.
- o. Provide a positive liaison between the SPD, the students, the school administration, and the SCSD security department.
- p. Enhance school safety on school grounds to help foster a safe and secure learning environment: SROs may participate in school activities as instructors.
- q. Differentiate between disciplinary issues and crime problems and respond appropriately.
- r. Understand that the SCSD has adopted a Code of Conduct that emphasizes the

use of restorative approaches to address behaviors.

SCSD'S GENERAL OBLIGATIONS & RESPONSIBILITIES

- a. It is the role of teachers and other educators within the SCSD to respond to inappropriate student behavior in a way that supports personal growth and learning opportunities for all students. It is further the goal of the SCSD that school discipline be administered in such a way as to keep students within the classroom setting to the greatest extent practicable.
- b. Wherever possible, school-based infractions shall be addressed through the use of non-punitive interventions that improve school safety and academic performance (e.g. classroom interventions, counseling services, restorative justice, peer mediation, etc.), and not through harsh, exclusionary measures.
- c. To the extent practicable, the SCSD must limit the use of out-of-school suspensions and expulsions to incidents that involve conduct that poses a serious and credible threat to the safety of pupils and staff.

SCSD RESPONSIBILITIES

- a. Provide a school district coordinator.
- b. Provide a school facilitator (school principal).
- c. Provide an office/storage or work space for SRO's materials and personal effects.
- d. Provide time for their school principals or their designees and the assigned SROs to attend three two-hour citywide training meetings per year, one at the beginning of the school year and once during each semester. Such trainings may include topical areas such as child and adolescent development and psychology; age-appropriate responses; cultural competence; restorative justice techniques; special accommodations for students with disabilities; practices proven to improve school climate; and the creation of safe spaces for lesbian, gay, bisexual, transgender, and questioning students.
- e. School administration will arrange meetings with the SRO as needed by the school administration.
- f. De-escalate school-based incidents whenever possible.
- g. Make every effort possible to handle routine discipline (code of conduct) within the school without involving the SRO in an enforcement capacity.
- h. Cooperate with SPD-initiated investigations and actions without hindering or interfering with the SPD's or the assigned SRO's official duties for crimes committed on school property or in the execution of an arrest warrant for a violent crime.
- i. Cooperate with law enforcement officials in their investigations of criminal offenses that occur off campus, which may involve students as either victims of crimes or potential suspects to the extent that such cooperation does not interfere with the SCSD's statutory and common law duty to the student, specifically, statutory duties

as defined by the New York State Education Law, Family Education Rights and Privacy Act, regulations of the United States Department of Education, regulations of the Commissioner of Education and regulations of other state and federal agencies with jurisdiction over SCSD and the common law duty to act *in loco parentis*.

- j. Notify parents as soon as possible when students are ticketed or arrested.
- k. To report serious crimes that involve students regardless of whether or not those crimes occur on campus, including but not limited to, sexual assault, robberies, assaults, possession of a weapon, and possession of a controlled substance.
- l. Confirm that the SRO has received all training required under the terms of this Agreement by obtaining a certificate evidencing the training requirement has been satisfied.
- m. Train staff annually regarding appropriate role of SRO in schools, and appropriate conditions under which SRO assistance may be requested.
- n. Review data at least once each year pertaining to all school-based searches, seizures, citations, ticketing, arrests, use of force, interrogations, court referrals, disaggregated by location of arrest/school, charge, arresting agency, gender, age, race/ethnicity, disability and ESL status, and use such data to evaluate and revise policies to ensure the MOU is carried out in a manner consistent with civil rights and anti-discrimination laws.

ROLE OF SCHOOL ADMINISTRATORS AND SCHOOL STAFF

- a. The building principal or his or her designee must notify appropriate law enforcement of those violations which constitute or may constitute a crime, and which, in his or her judgment, substantially affect the order or security of a school, its students and/or its staff, as soon as practicable. The notification may be made by telephone or direct report, and may be followed by a letter. The notification must identify the student and explain the conduct which violated the Code of Conduct, Character and Support and which constitutes or may constitute a crime.
- b. In an emergency, the school shall call 911 and notify the SRO. In a non-emergency situation, the school should notify the SRO or call the non-emergency number of the SPD if the SRO is not available. In a non-emergency situation where no SRO is available in the building, the principal shall notify the SRO supervisor. To the extent possible the quadrant officer will be deployed to the school building.
- c. The principal and/or school employees will support any criminal enforcement action taken by the SRO that results in the charging of a student with a crime by their appearance in court when necessary in order to provide testimony determined by the prosecutorial authority as essential to the case.

ROLE OF SCHOOL PRINCIPAL

- a. The Principal is in charge of the building according to SCSD established guidelines.
- b. The Principal is responsible for all discipline and enforcement of the SCSD Student Code of Conduct. The Principal and administrative staff members are solely

responsible for handling all discipline issues, investigating violations of the SCSD Student Code of Conduct, and determining whether a student has in fact committed a violation of the SCSD Student Code of Conduct.

SCHOOL-BASED INFRACTIONS

- a. The SPD's role within the SCSD is a limited one. It is not the SPD's role to enforce school disciplinary rules or punish students for misbehavior. SROs shall not enforce school rules or policies: matters of school discipline shall be referred to the appropriate building principal or administrator. All of the obligations of the City as required under this Agreement shall be met without discriminating on the basis of race, color, sex, national origin, language status, disability, religion, sexual orientation, or membership in any other protected class. SPD involvement should not be requested in a situation that can be safely and appropriately handled by the SCSD's internal disciplinary procedures.
- b. The school principal or designee must attempt to de-escalate school-based incidents involving students wherever possible prior to calling or otherwise involving the SPD.
- c. Unless there is an immediate threat of violence, the decision to involve the SPD in any school-based incident must be made by a principal or designee. In the case of an immediate threat of violence any school employee may request police assistance.
- d. The purpose of the SPD's involvement in school-based incidents is to assist the SCSD in maintaining safe schools with positive learning environments by providing a law enforcement presence, as well as a law enforcement resource should criminal incidents take place within any schools.
- e. An SRO who observes a violation of the SCSD Code of Conduct preserves a safe and orderly environment by escorting the violating student(s) to the school official charged with determining the appropriate school discipline to be administered.
- f. When a school based infraction is also a crime, violation, or violation of state law, the school administration and the SRO will work together to bring all resources under their control to appropriately address the issue and solve the problem.

SRO USE OF PHYSICAL FORCE

- a. SPD Rules and Regulations governing the use of force, specifically, Vol. 1, Art. 4, Sections 2-6, is hereby incorporated by reference into this MOU and should any of the SPD Rules and Regulations change on the use of force during the term of this MOU, such changes are incorporated by reference without requiring the parties to modify or amend this MOU.
- b. It is further agreed upon by the parties that any section of SPD Rules and

Regulations that governs the documentation by officers of the use of force is also hereby incorporated by reference.

- c. As with all uses of force, SRO's use of force shall be used within the limitations established by Article 35 of the New York State Penal Law.
- d. In addition all uses of force must be consistent with the United States Supreme Court standard established in *Graham v. Connor* to determine whether the force used is objectively reasonable in consideration of the following factors: the severity of the crime(s) at issue; whether the subject poses an immediate threat to the safety of the officer(s) or others; whether the subject is actively resisting or attempting to evade arrest by flight.

SEARCH AND SEIZURE

- a. a. SPD Rules and Regulations governing search and seizure is hereby incorporated by reference into this MOU and should any of the SPD Rules and Regulations change regarding the use of force during the term of this MOU, such changes are incorporated by reference without requiring the parties to modify or amend this MOU. It is further agreed upon by the parties that any section of SPD Rules and Regulations that governs search and/or seizure by officers is also hereby incorporated by reference.
- b. Administrative Searches by School Officials
 - 1. School officials may conduct searches of student's property and person under their jurisdiction when reasonable suspicion exists that the search will reveal evidence that the student has violated or is violating either the law or the rules of the school. These searches must be at the direction and control of the school official.
 - 2. When requested by school administrators, SROs may assist with the school search in order to protect the safety of all persons involved in the search. If the school search uncovers evidence of criminal misconduct, the evidence may be held for, or turned over to, the SRO.
 - 3. At no time shall the SRO request that an administrative search be conducted for law enforcement purposes or have the administrator act as her/his agent.
- c. Searches by SROs or other law enforcement personnel on school
 - 1. Any search by a SRO or other law enforcement officers shall be based upon probable cause and a search warrant should be obtained when required.

ARRESTS, INTERROGATION, INTERVIEWS

- a. SPD Rules and Regulations governing arrests, juvenile operations, interrogations, and

interviews, are hereby incorporated by reference into this MOU. Should any of the SPD Rules and Regulations change on the use of force during the term of this MOU, such changes are incorporated by reference without requiring the parties to modify or amend this MOU. It is further agreed upon by the parties that any section of SPD Rules and Regulations that governs record retention regarding arrests, juvenile operations, interrogations, and interviews by officers are also hereby incorporated by reference.

- b. The arrest of a student or employee of the school with a warrant should be coordinated through the principal and accomplished after school hours, whenever practical.
- c. SROs making an arrest of or writing a citation/summons to a student present at school, at a school event, or in a school vehicle shall notify the school principal or the principal's designee within a reasonable period of time. SROs shall arrest students on school grounds for crimes committed on school property or where making an arrest pursuant to a warrant for a violent crime.
- d. A student's parent or guardian shall be notified immediately when the student is issued a ticket or is arrested.
- e. Persons whose presence on school grounds has been restricted or forbidden or whose presence is in violation of the law shall be arrested for trespassing.
- f. In accordance with "SHARED GOALS AND OBJECTIVES OF THE PARTIES," "EMPLOYMENT OF SROs," and "SRO DUTIES," ¶f." above, when conducting investigations into criminal activity, SROs may question a student in accordance with SPD Rules and Regulations and New York State law by interviewing witnesses or interrogating suspects related to such investigations.
- g. Notice of such questioning shall be given to a principal or designee. If the student to be questioned is under the age of 18, the student's parent or guardian must be notified prior to questioning.
- h. As practicable as possible, questioning of students by an SRO should occur in a manner and a time that has the least impact on the student/suspect's classroom participation (i.e., before or after scheduled classroom instruction or assessment) so long as any such resulting delay in questioning does not interfere with the effectiveness of an investigation or violate SPD Rules and Regulations.

COMMUNICATION

- a. SROs, if able, will participate in meetings with school administration when requested by school administration during the SROs normal shift.
- b. The SRO supervisor will meet face to face quarterly with the school principal where SRO's are assigned.
- c. The SPD Deputy Chief in charge of the SRO program will quarterly meet in person with a designee of the SCSD at the administration level.
- d. An SRO or other law enforcement officer acting in her or his official capacity while on school grounds, in a school vehicle, or at a school activity or sanctioned event, who issues a summons, ticket, or other notice requiring the appearance of a student in court or at a police station for investigation relating to an offense allegedly committed on school grounds, in a school vehicle, or at a school activity or sanctioned event, must notify the Superintendent or Superintendent's designee of the issuance of

the summons, ticket, or other notice immediately after the issuance of the summons, ticket, or other notice and a written report must be submitted.

ACCESS TO RECORDS

- a. SROs shall have access to student records only to the extent necessary to deal with criminal activity on school grounds and consistent with the Family Educational Rights and Privacy Act ("FERPA"). The SCSD will only release personally identifiable student information to the SPD after receiving parental consent or pursuant to 34 CFR §99.31
- b. The parties agree that the SCSD may release directory information as permitted under FERPA. Directory information includes such items as a student's name, address (local or permanent), telephone number, dates of attendance, and date and place of birth.
- c. Student identification photographs and yearbook pictures will not be provided to an SRO for purposes of identifying suspects in criminal activity that occurs outside the geographic boundaries of a SCSD school except by subpoena or court order.

COMPLAINTS

- a. SPD Rules and Regulations governing complaints is hereby incorporated by reference into this MOU and should any of the SPD Rules and Regulations change regarding the use of force during the term of this MOU, such changes are incorporated by reference without requiring the parties to modify or amend this MOU. It further agreed upon by the parties that any section of SPD Rules and Regulations that governs complaints against officers is also hereby incorporated by reference.
- b. The parties agree that all complaints against SRO's will go through the normal channels established within the SPD to address such complaints.
- c. The SCSD agrees to notify the SPD Deputy Chief in charge of the SRO program within 24 hours of receiving the complaint.

ABSENCES AND REPLACEMENTS

- a. Absences. In the event an assigned SRO is to be absent from work, the SRO shall notify his/her City supervisor. The City shall promptly notify the Superintendent of Schools that the SRO will be absent and shall assign a replacement and shall notify the Superintendent or designee of the replacement.
- b. Replacements and Removals. In the event that the Superintendent of Schools and/or the City determine that the work of a SRO is unsatisfactory to either or both, the Superintendent and the City shall meet to seek agreement or corrective action.

MODIFICATION

- a. This MOU represents the entire and integrated understanding between the City and the District and supersedes all prior negotiations, representations, or understandings either written or oral. Only written instruments signed by both the City and the District may amend this MOU.

TERMINATION

- a. Either party to the MOU may terminate this MOU upon ninety (90) days prior written notice without the necessity of demonstrating cause; provided however, that either party may terminate this MOU immediately upon written notice to the other party in the event that such action is necessary for significant health or safety issues or failure to comply with applicable law.

NO THIRD PARTY RIGHTS

- a. This MOU is not intended to benefit any third party, nor shall any person who is not now or in the future a party hereto be entitled to enforce any of the rights or obligations of a party under this MOU.

RECORDS RETENTION

- a. The parties agree all records shall be maintained in accordance with the applicable State Records Retention Schedule.

INDEPENDENT CONTRACTOR

- a. The City shall be providing services to the School District as an independent contractor, and any and all services performed by the SRO under this MOU shall be performed in such capacity. The SRO shall not hold himself/herself out as, nor claim to be, an officer or employee of the School District, nor make any claim, demand, or application to or for any right or privilege applicable to an officer or employee of the School District, including, but not limited to, workers' compensation coverage, unemployment insurance benefits, social security coverage, disability benefits, or retirement membership or credit. The SRO shall not have, or hold himself/herself out as having the authority or power to bind or create liability for the School District by the SRO's acts or omissions. As the SRO's employer, the City shall comply with all Federal, State, and local laws rules and regulations. The City shall pay any applicable taxes, including income taxes, workers' compensation insurance, unemployment insurance payment, disability insurance payment, and/or any other payments that may be required under the

laws, rules, or regulations of any government agency having jurisdiction over the City or its relationship with the School District. The City further agrees to indemnify and hold the School District harmless against any claim, cost, penalty, damage, or expense (including attorneys' fees) related to either parties nonpayment and/or underpayment of any such taxes or payments. These provisions shall survive any expiration, termination, or non-renewal of this MOU. An SRO assigned to the School District is under the direct supervision of the command officers of the Syracuse Police Department. The School District shall have no ability to control the manner, means, details or methods by which the SRO, City, or its agents perform services under this MOU except as provided herein and as required by federal, state, or local laws, rules, and regulations.

SEVERABILITY

- a. If any provision of this MOU is held by a court of competent jurisdiction to be illegal or unenforceable, the remaining provisions of this MOU shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the MOU did not contain the particular provision held to be invalid, unless to do so would contravene the present valid and legal intent of the parties.

GOVERNING LAW

- a. This MOU shall be construed and interpreted in accordance with the laws of New York State.

ASSIGNMENT

- a. This MOU may not be assigned by either party.

INTERPRETATION

- a. The language of all parts of this MOU in all cases shall be construed as a whole, according to its fair meaning, and not strictly for or against any party, regardless of who drafted it.

WAIVER

- a. The failure of any party to insist on the strict performance of any provision of this MOU or to exercise any right under this MOU shall not constitute a waiver of such provisions or right. A waiver is effective only if in writing and signed and delivered by the waiving party.

CLAUSES REQUIRED BY LAW

- a. The parties hereto understand and agree that each and every provision of law and clause required by law to be inserted in this MOU shall be deemed to have been inserted herein, and if through mistake or inadvertence such provision is not inserted, said clause shall be deemed to have been inserted and shall have the full force and effect of law.

IN WITNESS WHEREOF, the Syracuse City School District and the City of Syracuse have executed the writing of this Agreement on the dates hereafter written:

Dated: _____, 2018 Syracuse City School District

By: _____
Jaime Alicea, Superintendent of Schools

Dated: _____, 2018 City of Syracuse

By: _____
Ben Walsh, Mayor

Attest: _____
City Clerk