

Memorandum of Understanding

Jeanne Clery Disclosure of Campus Security Policy and Campus Crime Statistics Act

This Memorandum of Understanding, entered into by and between Schenectady County Community College (“SCCC” or “College”), with its principal place of business at 78 Washington Avenue, Schenectady, NY 12305, and the Town of Rotterdam Police Department with its principal place of business at 101 Princetown Road, Rotterdam NY 12306 (referred to hereafter as “Police Department”) (referred to hereafter collectively as “Parties”), sets forth the respective rights and responsibilities with regard to the coordination of law enforcement response and reporting between the parties pursuant to the Jeanne Clery Disclosure of Campus Security Policy and Campus Crime Statistics Act (Clery Act) and Title IX of the Higher Education Amendments of 1972.

Parties to this Memorandum of Understanding hereby agree as follows:

1. The Police Department has primary law enforcement jurisdiction on all property within the geographical footprint of the Town of Rotterdam that is owned, leased, or under the control of the College and will provide services on said property, except as otherwise specified in the Memorandum of Understanding.
2. The western portion of the College’s main campus is located within the Town of Rotterdam, including but not limited to the land abutting the Mohawk River near the bike path and ball fields, and the Gateway Building.
3. The College shall take reasonable steps to notify the Police Department of any incident or situation on the property that may affect the safety and/or well-being of any individual(s) on said property or within a reasonable proximity thereto.
4. The Police Department will notify the SCCC Director of Campus Safety of any incident or situation within the Town of Rotterdam that may affect the safety of any individual(s) on the property.
5. When the Police Department executes a warrant on the property, it will contact the SCCC Director of Campus Safety and request that person to accompany the executing officer onto the property. Efforts will be taken to refrain from interrupting an academic learning environment to affect an arrest or execute a search warrant, subject to and depending upon exigent circumstances. In the event of continuous close pursuit beginning in the jurisdiction of the Town of Rotterdam and continuing onto the property, the Police Department will notify the SCCC Director of Campus Safety as soon as possible. The number of arresting officers will be limited, as appropriate, to execute the warrant.
6. For major non-emergency events affecting either Party, the designees from the Police Department and the College will meet in a timely manner to review various protocols and operational issues including, but not limited to, traffic planning, scheduling for additional personnel, mitigating and responding. This includes a willingness to provide appropriate annual Clery Act Crime and Fire Report related data upon request from the Director of Campus Safety.

7. The College agrees to include the Police Department in any timely warnings and/or emergency notifications distributed from the College. The Parties agree to participate in at minimum one Drill, Table Top, Functional, or Full Scale Exercise annually.
8. The Parties may enter into more specific and detailed operational procedures and guidelines, provided that such additional items are not inconsistent with the provisions of this Memorandum of Understanding.
9. Either party may terminate this agreement by notification in writing to the other as noted in this Memorandum of Understanding.

SCHENECTADY COUNTY COMMUNITY COLLEGE

By:  _____
Dr. Steady Moono
Schenectady County Community College President

Date: 5/23/17

TOWN OF ROTTERDAM POLICE DEPARTMENT

By:  _____
G. William Manikas
Town of Rotterdam Deputy Police Chief

Date: 5/23/17