

## School Resource Officer Agreement

This Agreement is made as of the \_\_\_ day of \_\_\_\_\_ 2024, by and between the **Village of Marcellus**, a municipal corporation situated in the County of Onondaga, State of New York, whose principal address is 6 Slocombe Avenue, Marcellus, New York 13108, hereinafter also referred to as the “Village”; and the **Onondaga Central School District** of the Towns of Marcellus, Lafayette, Onondaga, and Otisco, County of Onondaga and State of New York, whose principal address is South Onondaga Road, Nedrow, New York 13102; hereinafter referred also to as the “School District.”

**WHEREAS**, Article 5–G of the New York State’s General Municipal Law (“GML”), provides the authority for “municipal corporations” to enter into agreements for the performance between themselves, or one for the other, of their respective functions, powers and duties on a cooperative contract basis; and

**WHEREAS**, the School District and Village are both “municipal corporations” as that term is defined by GML §119-n(a); and

**WHEREAS**, the School District and Village have determined that it is in their mutual best interests to enter into this Agreement to provide for the assignment of officers of the Marcellus Police Department to serve as School Resource Officers in the School District;

**WHEREAS**, this agreement is adopted pursuant to New York State Education Law & 2801-a (10) (2019).

**NOW, THEREFORE**, the parties hereto hereby agree as follows:

### **1. General Terms and Conditions**

The Village and School District enter into this School Resource Officer Agreement for the purpose of placing Village law enforcement officers on site at the School District to serve as School Resource Officers (“SROs”).

The SRO assignment is a daytime assignment, Monday through Friday, eight (8) hours per day, per officer. The Village will assign SROs to the School District according to a mutually agreeable schedule, in accordance with the terms set forth herein.

The work site to which an SRO is assigned shall include the grounds and any associated buildings on that campus.

The Village agrees that services rendered under this Agreement will be in compliance with applicable federal, state, or local laws, rules, regulations, including but not limited to, applicable regulations of the Commissioner of Education.

The Village, as the employer, shall have primary responsibility for obtaining employment waivers, as needed, from appropriate agencies, for School Resource Officers who are retirees of a New York State Public Pension System. The School District shall collaborate and cooperate fully with the Village's efforts to obtain such waivers

## **2. SRO Program Objectives**

The objectives of the School Resource Officer program are to:

- Provide a police presence in the School District in order to promote and provide an atmosphere of enhanced school safety for faculty, staff, students and school visitors;
- Provide a Law Enforcement resource to students, teachers, school administrators and parents, so as to:
  - Increase student awareness about crime prevention, internet safety, conflict resolution, violence prevention, restorative justice and peer mediation; and
  - Increase school faculty and staff awareness about policies and procedures for preventing/responding to incidents of violence and other threats to school safety.
- Facilitate crime prevention, Law Enforcement, and security consultation;
- Build lines of communication and promote positive attitudes between students and the School District, the SRO and the Marcellus Police Department;
- Provide a confidential counseling resource to students who may be experiencing a variety of school, family, or social problems;
- Pro-actively address problems and pressures as they relate to students before such problems manifest into socially and legally unacceptable behavior. These problems may involve the use of alcohol, drugs, and tobacco. They may also involve peer pressure, gang activity, and sexual activity;
- Provide a positive role model to the students; and
- Provide education in Law Enforcement, as requested and appropriate.

## **3. Qualifications of Resource Officers**

The SRO shall be an employee of the Marcellus Police Department ("MPD") and shall be subject to the administrative, supervision and control of the MPD. All individuals performing services under this Agreement shall be and remain at all times properly licensed and/or credentialed in accordance with applicable law to perform services in accordance with this Agreement. Upon request, copies of any such license or credential(s) shall be made available to the School District by the Village. If at any time during this Agreement, the license and/or required credential of any individual providing services is revoked, terminated, suspended or otherwise impaired, the Village shall prohibit such individual from performing services and immediately notify the School District. The

SRO shall complete the New York State School Resource Officers Basic 40-hour School Resource Officer course or its equivalent. The School District reserves the right, at its sole discretion, to reject any individual from performing services which it reasonably believes is inappropriate for any reason.

#### **4. Fingerprinting and Criminal Clearance**

The Village agrees to use best efforts to cooperate with the School District to have any individuals providing services who will have direct contact with students on School District premises to furnish fingerprints and submit to a criminal background check and clearance by the State Education Department's Office of School Personnel Review and Accountability (OSPRA) prior to performing services. These best efforts may include, but are not necessarily limited, to completing paperwork and filing such paperwork with an appropriate agency, *e.g.*, *IdentiGo*, for the purpose of submitting fingerprints for criminal clearance. The School District shall be solely responsible for any costs associated with the required fingerprinting and criminal clearance.

#### **5. Specific Responsibilities of the Marcellus Police Department ("MPD")**

In addition to any other responsibilities of the Marcellus Police Department set forth in this Agreement, the Marcellus Police Department will:

- Ensure that each SRO spends at least ninety percent (90%) of on-duty time in or around the School District to which s/he is assigned;
- Design appropriate verification forms to be signed by authorized Marcellus Police Department personnel to provide auditable proof of time spent in the School District; and
- Cooperate with the District to implement the SRO Program with the least possible disruption to the educational process.
- Work collaboratively with the District in any decision concerning assignment or removal of an SRO from their school; and
- Notify the District within 24 hours of the termination of the services of a SRO assigned to the District.

#### **6. Specific Responsibilities of the School District**

In addition to any responsibilities of the School District set forth in this Agreement, the School District will:

- Designate a School District building Principal who shall serve as the building-level school representative for the SRO program;
- Provide designated SROs with full access to its school facilities, personnel and students;
- Ensure that school personnel, school board members, students and parents are informed of the duties and presence of SROs in the School District;

- Provide time and appropriate office space for SROs to conduct approved staff, student and parent training;
- Provide space for SROs to store instructional materials and perform necessary tasks directly related to the SRO program; and

## 7. Information Sharing

The School District will share relevant information about school safety issues with the SRO including, but not limited to:

- Copies of School District and building safety/crisis plans;
- Codes of conduct;
- Disciplinary policies including suspension/expulsion procedures;
- Uniform violent incident reports in accordance with New York State Education Law, Safe Schools against Violence in Education Act; The Dignity for all Students Act; and
- Reports pertaining to alleged incidents of Child Abuse in an Educational Setting.

The Marcellus Police SRO will share relevant information about school safety issues with the School District including, but not limited to:

- The SRO's monthly activity, **excluding police prohibitive materials, (e.g., juvenile arrests made off the school property, identifying information about victims of sexual abuse when the abuse does not occur on school property);**
- Any necessary interventions/referrals to service providers arising from incidents/reports received on school property, e.g., suicide prevention, drug or alcohol abuse, reports of sexual abuse;
- Any information pertinent to school safety and/or safety of individuals on school property; and
- Any training or educational opportunities for SROs or School District representatives relative to school safety.

## 8. Specific Duties of School Resource Officers (SROs)

In addition to any other duties set forth in this Agreement, each SRO assigned to the School District shall provide services that meet the program objectives, including, but not limited to the following:

- Patrol and observe all areas of the school building(s) and grounds;

- Be visible and available to the students, faculty, and administration;
- Keep the peace and help maintain a safe and orderly school community;
- Develop and maintain a positive and open relationship with students, faculty and parents;
- Present educational programs to students in conflict resolution, restorative justice, crime awareness and anger management;
- Present educational programs to school employees, parents and school board members;
- Build relationships by being a liaison between the Marcellus Police Department and the School District;
- Survey the needs of schools and address crime and disorder problems, gangs and drug activities affecting or occurring in or around the School District's school(s);
- Assist schools with security concerns and identify physical changes in the environment that may reduce crime in or around the school;
- Develop or expand crime prevention efforts for students;
- Educate potential school-age victims in crime prevention and safety;
- Develop or expand community justice initiatives for students;
- Assist in developing school policy that addresses crime and recommend procedural change where appropriate;
- Assist schools in meeting requirements mandated by New York State Law;
- Take appropriate law enforcement action with regard to any criminal activities that he/she observes or that are reported directly to him/her;
- Investigate other emergency situations and summon aid and assistance as needed (e.g., fire department, ambulance, etc.);
- Attend after school activities that are open to all students such as sports games, dances, etc., if requested by the School Principal or Superintendent. This applies only to activities held on the assigned campus;
- District camera monitoring, review, and proper placement for coverage;
- Participate in district safety meetings;

- Provide security suggestions and training for transportation department and bus drivers;
- Maintain contact with the Justice Center Intelligence Group for gang related information;
- Conduct threat assessments of students prone to violence; and
- Assist school social worker and psychologist with distraught students.

In addition, the following provisions shall apply to the SRO:

- The SRO may enforce school rules, however the SRO shall not act as a school disciplinarian. Matters of school discipline shall be referred to the appropriate building principal.
- The SRO shall be prohibited from detaining or questioning students about their immigration status.
- The SRO shall comply with all applicable laws, regulations, New York State Education Department (“NYSED”) Guidance, and School policies regarding corporal punishment of students and the use of physical restraints on students. Corporal punishment, meaning any act of physical force upon a student for the purpose of punishing that student, shall be prohibited. Physical restraint shall only be used in a situation in which immediate intervention involving the use of reasonable physical force is necessary to prevent imminent danger of serious physical harm to the student or others. The use of a prone restraint, meaning a physical or mechanical restraint while the student is in the face down position, is strictly prohibited. Physical restraint must be discontinued as soon as imminent danger of serious physical injury is over and may not be used in a manner that restricts students ability to breathe or communicate or harms the student. This section shall not apply when a student is under arrest, in which case the SRO is acting in the capacity of law enforcement and may use handcuffs as necessary for the safety of the student and others.

**9. Supervisory Authority; Uniform Equipment; Communications/Notifications; Assignment Specifications**

SROs assigned to the School District are under the direct supervision of the command officers of the Marcellus Police Department for police related matters.

**10. Program Evaluation**

The School District will provide timely evaluations to the Marcellus Police Department to ensure that required progress reports can be completed in an efficient and timely manner. Evaluation instruments for completion by selected students, school staff, school administrators, and community members will be developed collaboratively to ensure objective evaluation criteria are used.

**11. Fees**

The School District agrees to pay the Village for three (3) part-time School Resource Officers, including related costs (supervision of three SROs) incurred by the Village in making these available to the School District, as follows:

The three (3) SROs will be assigned to the School District for a period of approximately one hundred eighty-six (186) days for a minimum of eight (8) hours each day, at a rate of pay of **\$50,636.64 per SRO**, per school year per SRO (SRO will be paid bi-weekly throughout the school year), plus reimbursement to the Village for the Village's expenses for FICA, Medicare, Workers' Compensation, mandatory employer contributions to a public retirement system, and other mandated employer payments or contributions made on behalf of these employees. An SRO is entitled to ten (10) personal/sick days throughout the school year, paid at a rate of **\$34.03 per hour** and **\$272.24 per day**.

In the event that school is closed on one of the designated instructional days, (for example because of a snow day or closures due to an infectious disease outbreak), the OCS SRO would be available to the Marcellus Police Department for that day.

The District may contract for additional service days beyond the required one hundred eighty-six (186) days at the per diem rate.

Additional expenses (meals, tolls, travel, etc.) may be incurred, for training, schools, seminars or additional services, at the agreed-upon reimbursement and rate, with authorization from the Superintendent of Schools. The School District agrees to pay the Village Five Thousand Dollars (\$5000.00) for three (supervised) SROs annually. This fee is for on-going law enforcement in-service training, logistical support (including access to law enforcement databases) and the supervision of the SROs.

When the SRO works an after-school activity, such as sporting events, dances, etc., for the School District, the SRO will receive a rate of pay of, **forty dollars (\$40.00) per hour**. It is understood and agreed that time spent by the SRO attending juvenile court and/or out of employment as an SRO shall be considered as hours worked under this agreement.

Any Police Officer or Special Patrol Officer/School Resource Officer who is currently employed with the Marcellus Police Department and works as a substitute School Resource Officer or as security will be compensated at a rate of **forty-five dollars, (\$45.00) per hour**. This will include work performed during regular school hours as well as after school hours for school related activities.

The Marcellus Police Department will design appropriate verification forms which will be made available to authorized School District personnel for auditable proof of services performed for the School District. The School District will be invoiced monthly for actual costs incurred by the Village in accordance with this Agreement. The School District agrees to pay the SRO Salaries, including all associated expenses, in advance of each month worked.

The School District shall reimburse the Village for the cost of the following items of equipment, and training, required by the assigned to the School District:

Firearm	\$600
Coat	\$225
Shirts (3)	\$150

Pants (2)	\$100
Belt	\$ 70
Holster	\$170
Baton	\$120
Baton Holder	\$ 40
Handcuffs	\$ 35
Handcuff Case	\$ 35
OC Spray	\$ 45
OC Case	\$ 30
Cell Phone	\$400
Footwear	\$150
Hat	\$ 15
Ammunition	\$340
Badge/wallet	\$185
<u>SRO Training</u>	<u>\$700</u>
Total	\$ 3410 (per officer)



All items of equipment listed above shall remain the property of the Village of Marcellus Police Department. The School District agrees to provide each SRO two pants, three shirts and one pair of footwear annually.

It is further expressly agreed and understood by the parties, however, that the equipment expenses listed above include both recurring and non-recurring expenses. In particular, it is understood that the cost of providing consumable uniforms (coats, belts, etc.) and OC spray (if used or otherwise expended) to the part-time School Resource Officers placed by the Village on site at the School District is a potentially recurring expense to the Village. Therefore, the School District may be required to reimburse the Village for the same or similar expenses again in the future, insofar as this Agreement is renewed or extended by mutual Agreement of the parties after the expiration of the term set forth herein. It is further understood, however, that the cost to the Village of providing other durable items of equipment listed (firearms, holsters, belts, batons, baton holders, handcuffs, handcuff cases and OC cases) is a non-recurring expense to the Village, and therefore, these pieces of equipment shall continue to be made available to law enforcement officers placed by the Village as Resource Officers at the School District in the future, at no additional cost to the School District (other than replacement of worn items, or items damaged while performing their SRO duties), insofar as this Agreement is renewed or extended by mutual Agreement of the parties after the expiration of the term set forth herein.

Except as otherwise provided herein, the Village agrees that the fees set forth herein are the exclusive fees for all services.

## **12. Village an Independent Contractor**

The Village shall be providing services to the School District as an independent contractor, and any and all services performed by the Village and its employees or agents under this Agreement shall be performed in such capacity. None of the Village's employees, consultants, or agents shall hold him/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 Village shall not have, or hold itself out as having the authority or power to bind or create liability for the School District by the Village's acts or omissions.

It is agreed by the Village and the School District that neither federal, state or local income taxes nor payroll taxes of any kind, including, but not limited to F.I.C.A. or F.U.T.A., will be withheld or paid by the School District on behalf of any Village employee, consultant, or agent. Said withholding and/or payments are to be made by the Village in compliance with all federal, state, and local laws, rules or regulations. The Village agrees to pay all 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 Village or its relationship with the School District. The Village further agrees to indemnify and hold the School District harmless against any claim, cost, penalty, damage, or expense (including reasonable attorneys' fees) related to either parties nonpayment and/or underpayment of any such taxes or payments.

The School District acknowledges that it shall have no ability to control the manner, means, details or methods by which the Village or its agents perform services under this Agreement except as provided herein and as required by federal, state, or local laws, rules, and regulations.

These provisions shall survive any expiration, termination, or non-renewal of this Agreement.

**13. Term of the Agreement**

The term of this Agreement is one school year, commencing on or about September 1, 2024 and ending June 30, 2025.

**14. Termination**

Either party may terminate this Agreement, at any time, for any reason, by providing thirty (30) days written notice to the other party.

**15. Extension or Renewal**

Negotiations for a new contract will begin during the month of March 2025. The School District will be responsible for initiating such negotiations.

**16. Reciprocal Indemnification**

The Village shall indemnify and hold harmless the School District from and against any and all losses, damages, judgments, claims, causes of action, costs, expenses, and other liabilities (collectively, “Liabilities”) to the extent such Liabilities arise from the acts or omissions or those reasonably assumed of the Village, its officers, employees, agents and representatives.

The School District shall indemnify and hold harmless the Village from and against any and all losses, damages, judgments, claims, causes of action, costs, expenses, and other liabilities (collectively, “Liabilities”) to the extent such Liabilities arise from the acts or omissions or those reasonably assumed of the School District, its officers, employees, agents and representatives.

**17. Controlling Law**

This Agreement shall be interpreted pursuant to the laws of the State of New York, without regard to New York’s conflict of laws provision.

**18. Assignment**

This Agreement may not be assigned by either party.

**19. Interpretation**

The language of all parts of this Agreement 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.

## **20. Waiver**

The failure of any party to insist on the strict performance of any provision of this Agreement or to exercise any right under this Agreement 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.

## **21. Mutual Covenants**

The undersigned representatives of the two contracting parties, in signing, hereby represent that they are authorized and empowered by their respective Boards (as applicable) to enter into this Agreement. Consent to the terms of this Agreement is signified by the signatures below. Further, the signature of the Chief of Police for the Village of Marcellus Police Department certifies that the SROs deployed into the School District will spend at least Ninety percent (90%) of their time in and around primary or secondary schools and that the Police Department will fulfill its responsibilities as specified in this Agreement.

## **22. Data Privacy and Security**

- a. Protection of Confidential Data. The Village of Marcellus and Marcellus Police Department shall provide the contracted services in a manner which protects Student Data (as defined by 8 NYCRR 121.1(q)) and Teacher or Principal Data (as defined by 8 NYCRR 121.1(r)) (hereinafter “Confidential Data”) in accordance with the requirements articulated under Federal, New York State and local laws and regulations, including but not limited to Education Law Section 2-d and the associated regulations (8 NYCRR Part 121).
- b. Data Breach. In the event that Confidential Data is accessed or obtained by an unauthorized individual due to the Village’s or the SRO’s acts or omissions, the Village shall provide notification to the School District without unreasonable delay and not more than seven calendar days after the discovery of such breach. The Village shall follow the following process:
  - i. The security breach notification shall be clear, concise, use language that is plain and easy to understand, and to the extent available, shall include: a brief description of the breach or unauthorized release; the dates of the incident in the date of discovery; a description of the types of Confidential Data affected; an estimate of the number of records affected; a brief description of the Village’s investigation or plan to investigate; and contact information for representatives who can assist the School District with additional questions.
  - ii. Where a breach or unauthorized release of Confidential Data is a result of the Village’s or the SRO’s acts or omissions, the Village shall pay for or promptly reimburse the School District for the cost of notification to parents and eligible students of the breach.
- c. 2-d Addenda. The following addenda attached hereto shall be incorporated into the Agreement, and shall supersede any inconsistent provisions in the Agreement:
  - i. Addendum A: School District’s Parents’ Bill of Rights for Data Privacy and Security

- ii. Addendum B: Supplemental Information Addendum
- iii. Addendum C: Third-Party Data Security and Privacy Plan

**IN WITNESS WHEREOF**, the parties hereto have hereunto set their hands and seals the day and year first above written.

**VILLAGE OF MARCELLUS**

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**MAYOR**

**SEAL**

**VILLAGE OF MARCELLUS**

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**CHIEF OF POLICE**

**ONONDAGA CENTRAL SCHOOL DISTRICT**

**SEAL**

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**SUPERINTENDANT OF SCHOOLS**

STATE OF NEW YORK            )  
  ) ss.:  
COUNTY OF ONONDAGA        )

On the \_\_\_\_ day of \_\_\_\_\_, 2024, before me personally came \_\_\_\_\_, to me known who, being by me duly sworn, did depose and say that he resides at \_\_\_\_\_, that he is the **Mayor of the Village of Marcellus** of Onondaga County, New York, the corporation mentioned in, and which executed, the foregoing instrument; that he/she knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Trustees of said corporation; and that he/she signed his/her name thereto by like order.

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Notary Public

STATE OF NEW YORK            )  
  ) ss.:  
COUNTY OF ONONDAGA        )

On the \_\_\_\_ day of \_\_\_\_\_, 2024, before me personally came \_\_\_\_\_, to me known who, being by me duly sworn, did depose and say that he resides at \_\_\_\_\_, that he is the **Chief of Police of the Village of Marcellus** of Onondaga County, New York, the corporation mentioned in, and which executed, the foregoing instrument; that he/she knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Trustees of said corporation; and that he/she signed his/her name thereto by like order.

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Notary Public

STATE OF NEW YORK            )  
  ) ss.:  
COUNTY OF ONONDAGA        )

On the \_\_\_\_ day of \_\_\_\_\_, 2024, before me personally came \_\_\_\_\_, to me known who, being by me duly sworn, did depose and say that he resides at \_\_\_\_\_, that he/she is the **Superintendent of the Onondaga Central School District** of Onondaga County, New York, the School District described in and which executed the foregoing instrument, and it was executed pursuant to authorization granted by the Board of Education.

\_\_\_\_\_

Notary Public

## ADDENDUM A

### SCHOOL DISTRICT'S PARENTS BILL OF RIGHTS FOR DATA PRIVACY AND SECURITY

**Parents (includes legal guardians or persons in parental relationships) and Eligible Students (student 18 years and older) can expect the following:**

1. A student's personally identifiable information (PII) cannot be sold or released for any commercial purpose. PII, as defined by Education Law § 2-d and FERPA, includes direct identifiers such as a student's name or identification number, parent's name, or address; and indirect identifiers such as a student's date of birth, which when linked to or combined with other information can be used to distinguish or trace a student's identity. Please see FERPA's regulations at 34 CFR 99.3 for a more complete definition.
2. The right to inspect and review the complete contents of the student's education record stored or maintained by an educational agency. This right may not apply to parents of an Eligible Student.
3. State and federal laws such as Education Law § 2-d; the Commissioner of Education's Regulations at 8 NYCRR Part 121, the Family Educational Rights and Privacy Act ("FERPA") at 12 U.S.C. 1232g (34 CFR Part 99); Children's Online Privacy Protection Act ("COPPA") at 15 U.S.C. 6501-6502 (16 CFR Part 312); Protection of Pupil Rights Amendment ("PPRA") at 20 U.S.C. 1232h (34 CFR Part 98); the Individuals with Disabilities Education Act ("IDEA") at 20 U.S.C. 1400 et seq. (34 CFR Part 300); protect the confidentiality of a student's identifiable information.
4. Safeguards associated with industry standards and best practices including but not limited to encryption, firewalls and password protection must be in place when student PII is stored or transferred.
5. A complete list of all student data elements collected by NYSED is available at <http://www.nysed.gov/data-privacy-security/student-data-inventory> and by writing to: Chief Privacy Officer, New York State Education Department, 89 Washington Avenue, Albany, NY 12234.
6. The right to have complaints about possible breaches and unauthorized disclosures of PII addressed. Complaints may be submitted to NYSED at <http://www.nysed.gov/data-privacysecurity/report-improper-disclosure>, by mail to: Chief Privacy Officer, New York State Education Department, 89 Washington Avenue, Albany, NY 12234; by email to [privacy@nysed.gov](mailto:privacy@nysed.gov); or by telephone at 518-474- 0937.
7. To be notified in accordance with applicable laws and regulations if a breach or unauthorized release of PII occurs.
8. Educational agency workers that handle PII will receive training on applicable state and federal laws, policies, and safeguards associated with industry standards and best practices that protect PII.
9. Educational agency contracts with vendors that receive PII will address statutory and regulatory data privacy and security requirements.

## ADDENDUM B

### SUPPLEMENTAL INFORMATION ADDENDUM

1. **EXCLUSIVE PURPOSES FOR DATA USE**: The exclusive purposes for which “student data” or “teacher or principal data” (as those terms are defined in Education Law Section 2-d and collectively referred to as the “Confidential Data”) will be used by the Village of Marcellus (the “Contractor”) are limited to the purposes authorized in the contract between the Contractor and Onondaga Central School District (the “School District”) dated [Insert Date] (the “Contract”).
2. **SUBCONTRACTOR OVERSIGHT DETAILS**: The Contractor will ensure that any subcontractors, or other authorized persons or entities to whom the Contractor will disclose the Confidential Data, if any, are contractually required to abide by all applicable data protection and security requirements, including but not limited to, those outlined in applicable State and Federal laws and regulations (e.g., Family Educational Rights and Privacy Act (“FERPA”); Education Law § 2-d; 8 NYCRR § 121).
3. **CONTRACT PRACTICES**: The Contract commences and expires on the dates set forth in the Contract, unless earlier terminated or renewed pursuant to the terms of the Contract. On or before the date the Contract expires, protected data will be exported to the School District in format and/or destroyed by the Contractor as directed by the School District.
4. **DATA ACCURACY/CORRECTION PRACTICES**: A parent or eligible student can challenge the accuracy of any “education record,” as that term is defined in the FERPA, stored by the School District in a Contractor’s product and/or service by following the School District’s procedure for requesting the amendment of education records under the FERPA. Teachers and principals may be able to challenge the accuracy of APPR data stored by School District in Contractor’s product and/or service by following the appeal procedure in the School District’s APPR Plan. Unless otherwise required above or by other applicable law, challenges to the accuracy of the Confidential Data shall not be permitted.
5. **SECURITY PRACTICES**: Confidential Data provided to Contractor by the School District will be stored physically in the Office of the SRO at the School District and/or electronically on the School District’s computer system. The measures that Contractor takes to protect Confidential Data will align with the NIST Cybersecurity Framework, including but not necessarily limited to, disk encryption, file encryption, firewalls, and password protection.
6. **ENCRYPTION PRACTICES**: The Contractor will apply encryption to the Confidential Data while in motion and at rest at least to the extent required by Education Law Section 2-d and other applicable law.



## ADDENDUM C THIRD-PARTY DATA SECURITY AND PRIVACY PLAN

WHEREAS, the Onondaga Central School District (hereinafter “School District”) and the Village of Marcellus (“Contractor”) entered into an agreement dated [Date], (hereinafter “Agreement”) for the provision of School Resource Officer services (hereinafter “Services”).

WHEREAS, pursuant to the requirements under 8 NYCRR § 121, Contractor maintains the data security and privacy plan described herein in connection with the Services provided to the School District.

1. During the term of the Agreement, Contractor will implement all state, federal and local data security and privacy requirements, consistent with the School District's Data Security and Privacy Policy in the following way(s):

*As a local government entity, Contractor actively works to maintain compliance with various data security and privacy requirements, and will comply with the School District's Data Security and Privacy Policy when accessing and/or transmitting student data.*

2. Contractor has in place the following administrative, operational and technical safeguards and practices to protect personally identifiable information that it will receive under the Agreement:

*Contractor will not receive or store any personally identifiable information on Village network resources. Contractor agrees to only access the School District's Student Management System through a District device on the District's computer network. Contractor agrees to only use the District-provided email address to communicate electronically regarding District matters in the course of providing School Resource Officer Services. Contractor agrees to comply with the District's Data Security and Privacy Policy when accessing the District's computer system.*

3. Contractor shall comply with 8 NYCRR § 121 in that it acknowledges that it has reviewed the School District's Parents Bill of Rights for Data Privacy and Security and will comply with same.

- a. Contractor will use the student data or teacher or principal data only for the exclusive purposes defined in the Agreement.
- b. Contractor will ensure that the subcontractor(s) or other authorized persons or entities to whom Contractor will disclose the student data or teacher and principal data, if any, will abide by all applicable data protection and security requirements as described in the “Supplemental Information” appended to the Agreement.
- c. At the end of the term of the Agreement, Contractor will destroy, transition or return, at the direction of the School District, all student data and all teacher and principal data in accordance with the “Supplemental Information” appended to the Agreement.
- d. Student data and teacher and principal data will be stored in accordance with the “Supplemental Information” appended to the Agreement.

- e. Student data and teacher and principal data in motion and at rest will be protected using an encryption method that meets the standards described in 8 NYCRR 121.

4. Prior to receiving access to student data and/or teacher and principal data, officer(s) and employee(s) of Contractor and any assignees who will have access to student data or teacher or principal data shall receive training on the federal and state laws governing confidentiality of such data. Such training shall be provided as follows:

*The School Resource Officer shall receive training from the School District at the start of the school year.*

5. Subcontractors: *Contractor shall not utilize sub-contractors.*

6. Contractor has the following procedures, plans or protocols in place to manage data security and privacy incidents that implicate personally identifiable information:

*Contractor maintains various IT security policies and plans, including but not limited to a data breach notification policy. Such procedures, plans or protocols, at a minimum, specify plans to identify breaches and unauthorized disclosures, and to promptly notify the School District. Contractor does not currently intend to receive or store any school district- related PII on Village network resources.*

7. Termination of Agreement.

*To the extent Contractor receives or stores PII, within 30 days of termination or expiration of the agreement without renewal, Contractor shall delete or destroy all student personally identifiable information in its possession.*

8. In the event of a conflict between the terms of this Data Security and Privacy Plan and the terms of the Agreement, the terms of this Data Security and Privacy Plan shall control. All of the defined terms in the Agreement shall have the same definitions in the Data Security and Privacy Plan, unless otherwise defined herein. Except as expressly set forth in this Data Security and Privacy Plan, the terms and conditions of the Agreement shall remain unmodified and in full force and effect.